

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

PROJECT MANUAL

FOR

PARISH PROJECT NO. IDA-0137

**GENERATOR REMOVAL
TPCG ORIGINAL DIESEL PLANT**

JASON W. BERGERON - PARISH PRESIDENT

TERREBONNE PARISH COUNCIL MEMBERS

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SECTION A

INVITATION TO BIDDERS

Sealed Bids will be received on November 12, 2025, by the Terrebonne Parish Consolidated Government (TPCG) Purchasing Division, at 301 Plant Road Houma, Louisiana until 2:00 P.M as shown on the Purchasing Division Conference Room Clock, and TPCG shall at that time and place publicly open the Bids and read them aloud.

Bid Documents are posted on <http://www.centralauctionhouse.com/rfp.php?cid=65>. To view these, download, and receive Bid notices by e-mail, you must register with Central Auction House (CAH). Vendors/Contractors have the option to submit their Bids electronically or by paper copy. For information about the electronic submittal process, contact Bobby Callender with Central Auction House at (225) 810-4814.

Each Bid shall be either hand delivered by the Bidder or his agent, or such Bid shall be sent by United States Postal Service registered or certified mail with a return receipt requested or shall be submitted electronically with Central Auction House (CAH). Bids shall not be accepted or taken, including receiving any hand delivered Bids, on days which are recognized as holidays by the United States Postal Service.

**The mailing address for Bids is: TPCG Purchasing Division
 301 Plant Road
 Houma, Louisiana 70363**

No Bid received after the scheduled time for opening will be considered. Failure of the U.S. Mail to deliver the Bids timely shall not be considered due cause for the scheduled time of the Bid opening to be extended.

Project Name: Generator Removal, TPCG Original Diesel

Plant Project No: IDA-0137

Project Description: The Work consists of the demolition and removal of existing non-operational diesel generators and associated infrastructure and gear, backfilling all generator pits and trenches, as well as the removal three (3) small interior buildouts not attached to the historic structure. Also, part of the work is the removal and disposal of asbestos and asbestos containing materials.

Bids must be submitted on the Louisiana Uniform Public Works Bid Form furnished with the Bidding Documents. A single set of Bidding Documents shall be issued at the cost of reproduction to contractors who are licensed by the Licensing Board of Contractor. This Project

shall require a Louisiana Contractors license number for the work described herein.

Bidding Documents for this Project are on file in the office of the Terrebonne Parish Consolidated Government, Purchasing Division, 301 Plant Road, Houma, Louisiana. Please contact Scott Chappuis at Moliere Chappuis Architects for any clarification or information with regard to the specifications.

A Pre-Bid Conference will be held on Thursday October 30, 2025 at 10:30 am at the site, located at 1551 Barrow Street, Houma, LA 70360.

The Terrebonne Parish Consolidated Government reserves the right to reject any and all Bids in accordance with Louisiana State Bid Law.

/s/ Jason W. Bergeron
JASON W. BERGERON, PARISH PRESIDENT
TERREBONNE PARISH CONSOLIDATED GOVERNMENT

Publish
October 17, 2025
October 24, 2025
October 31, 2025

To Courier: October 14, 2025

SECTION B

INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS

1.1 Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the Standard General Conditions and the Supplementary Conditions.

1.2 Other terms used in the Bidding Documents and not defined elsewhere have the following meanings which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the date for opening of Bids which may interpret or modify the Bidding Documents by additions, deletions, clarifications, or corrections.

Alternate – An item on the Bid Form that may either increase or decrease the quantity of Work or change the type of Work within the scope of the Project, material, or equipment specified in the Bidding Documents or both. The Owner may or may not incorporate an alternate into the Contract at the time of Contract award.

Base Bid – The amount of money stated in the Bid as the sum for which the Bidder offers to perform the Work described in the Bidding Documents prior to the adjustments for alternate Bids but including any Unit Prices.

Louisiana Uniform Public Works Bid Form (Bid Form) - The written offer of the Bidder on the Bid Forms furnished within the Bidding Documents for the Work proposed.

Bid – A complete signed proposal to perform Work or a designated portion for a stipulated sum in accordance with the Bidding Documents.

Bidder - An entity or person who submits a Bid for a Contract with the Owner. A Bidder is not a Contractor on a specific Project until a Contract is executed between the Bidder and the Owner.

Successful Bidder - The lowest responsible and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award.

Bid Security – A Bid Bond or deposit submitted with a Bid to guarantee to the Owner that the Bidder, if awarded the Contract, will execute the Contract within a specified period of time and will furnish any bonds or other requirements of the Bidding Documents.

Bidding Documents – Means the Bid Notice or Invitation to Bidders, Plans and Specifications, Instructions to Bidders, Bid Form, Addenda, Special Provisions, and all

other written instruments prepared by or on behalf of a public entity for use by prospective Bidders on a Public Contract.

Legal Alien - Is a person who is or was lawfully present or permanently residing legally in the United States and allowed to work at the time of employment and remains so throughout the duration of that employment.

Owner – The public entity issuing the Bid.

Public Entity – Means and includes the state of Louisiana, or any agency, board, commission, department, or public corporation of the state, created by the constitution or statute or pursuant thereto, or any political subdivision of the state, including but not limited to any political subdivision as defined in Article VI Section 44 of the Constitution of Louisiana, and any public housing authority, public school board, or any public officer whether or not an officer of a public corporation or political subdivision.

Public Work – Means the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by a public entity.

Qualifications Submittals - The information required on AIA Document A305, and as required the Preliminary Progress Schedule, the Bid Breakdown and Subcontractor Qualifications Statement List.

Status Verification System - Means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324(a), and operated by the United States Department of Homeland Security, known as the “E-Verify” program.

Unit Price – The amount stated on the Bid Form representing the price per unit of materials and/or services.

2.0 COPIES OF BIDDING DOCUMENTS

2.1 A single complete set of the Bidding Documents may be obtained as set forth in the Invitation to Bidders.

2.2 Complete sets of Bidding Documents should be used in preparing Bids; neither OWNER nor ARCHITECT assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER and ARCHITECT, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting a Bid it is recommended that each Bidder (a) examine the Bidding Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress, performance or furnishing of the Work, (c) familiarize himself with and consider federal, state and local Laws and Regulations that may in any manner affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Bidding Documents, and (e) notify ARCHITECT of all conflicts, errors or discrepancies in the Bidding Documents.

3.2 Review the Supplementary Conditions for identification of:

3.2.1 those reports of explorations and tests of subsurface conditions at the site which have been utilized by ARCHITECT in preparation of the Bidding Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of Bidding or construction.

3.2.2 those Drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by ARCHITECT in preparation of the Bidding Documents. Bidder may rely upon the accuracy of the technical data contained in such Drawings but not upon the completeness thereof for the purposes of Bidding or construction.

3.2.3 Copies of subsurface soil investigation reports and drawings will be made available by OWNER to any Bidder on request if such report exists. Those reports and drawings are not part of the Bidding Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 3.2.1 and 3.2.2 are incorporated therein by reference. Such technical data has been identified and established in the General Conditions, Article 4.

3.3 Information or data reflected in the Bidding Documents with respect to Underground Facilities at or contiguous to the site is based upon information or data furnished to OWNER and ARCHITECT by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

3.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

3.5 Before submitting a Bid each Bidder may, at Bidder's own expense and with OWNER's prior approval, make or obtain any additional examinations, investigations, explorations, tests and studies and may obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may in any manner affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.6 On request in advance, OWNER may provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

3.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, access, or storage of materials and equipment are to be provided by Successful Bidder who has been awarded the Contract. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

3.8 Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, Federal, State, and local laws, ordinances, rules, and regulations affecting the execution of the Work and the furnishing of the necessary materials. This requirement includes, but is not limited to, applicable regulations concerning minimum wages, non-discrimination in employment, protection of public and employee safety and health, environmental protection, fire protection and permits, and fees and licensing.

3.9 The submission of a Bid will constitute an incontrovertible representation by Bidder, that Bidder has complied with recommendations of this Article; that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding and Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4.0 INTERPRETATIONS AND ADDENDA

4.1 All questions about the meaning or intent of the Bidding Documents are to be directed to ARCHITECT as set forth herein. Interpretations, clarifications, or modifications considered necessary by ARCHITECT in response to such questions will be issued by Addenda as set forth below.

4.2 Bidders shall promptly notify ARCHITECT in writing of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification or

interpretation of any of the Bidding Documents shall make a written request of the ARCHITECT at the address in the Bidding Documents or Contract Documents.

4.3 All requests pertaining to questions about the meaning or intent of the Bidding Documents received less than ten (10) days prior to the date for opening of Bids may not be answered unless, in the opinion of the ARCHITECT, the ambiguity in the Bidding Documents is so significant that it may necessitate postponement of the Bid date and issuance of an addendum to respond to the Bidder's request.

4.4 Any interpretation, clarification, correction, or modification to the Bidding Documents shall be only by a written addendum. Interpretations, clarifications, corrections, or modifications made by any other manner shall not be binding and shall not be relied upon by Bidders. Addenda shall be transmitted in accordance with Louisiana Bid Law.

4.5 Addenda may be issued to modify the Bidding Documents as deemed advisable by OWNER or ARCHITECT.

4.6 Prior to submittal of Bids, each Bidder shall ascertain that he has received all addenda issued. The Bidder shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form. Failure by a Bidder to acknowledge each individual addendum shall render that Bidder's Bid proposal non-responsive.

5.0 BID SECURITY

5.1 The Bid must be accompanied by Bid Security which shall be in the amount of five (5%) percent of the proposed total Contract amount. Said security can be in the form of a Certified Check, Cashier's Check, or Bid Bond.

5.2 The Bid Security of the Successful Bidder will be retained until such Bidder has furnished other additional information and required documentation in accordance with the Bidding Documents, executed the Standard Form Agreement, furnished the required payment and performance bonds, and provided the required insurance documentation whereupon the Bid Security will be returned. If the Successful Bidder fails to furnish other required documentation or to execute and deliver the Standard Form of Agreement and furnish the required bonds, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited to OWNER. Should the OWNER be required to engage the services of an attorney in connection with the enforcement of Bids, Bidder agrees to pay OWNER's reasonable costs, including attorney fees, and all court, arbitration, or hearing costs incurred with or without suit. The Bid Security of any Bidder whom OWNER believes to have a reasonable possibility of receiving the award may be retained by OWNER until the forty-fifth (45th) day after the Bid opening or seven (7) days after the effective date of the Standard Form of Agreement.

6.0 CONTRACT TIME:

The number of days within which, or the dates by which, the Work is to be Substantially Completed and also completed and ready for Final Payment (the Contract Times) are set forth in the Standard Form of Agreement. If for any reason, a Bidder believes that the Contract Time specified is insufficient or excessive to complete the Work, said Bidder shall so inform the ARCHITECT at the Pre-Bid Conference or at any time prior to the deadline for the receipt of requests for clarification/interpretation. Replies may be issued by addenda in accordance with these Instructions to Bidders.

By submission of Bid, Bidder acknowledges and represents that Bidder has carefully correlated the provisions in Article 3 of the Standard Form of Agreement with the other terms and conditions of the Bidding Documents and unequivocally accepts the Contract Time for the Work and any other designated parts of the Work as specified.

7.0 LIQUIDATED DAMAGES: By submission of Bid, Bidder unequivocally accepts the Liquidated Damages Provisions set out herein and specified in Article 3 of the Standard Form of Agreement in the event of failure, neglect, or refusal to complete the Work, or any designated part of the Work, within the corresponding Contract Times.

By submission of Bid, Bidder agrees that for each calendar day beyond the Contract Time set forth in the Agreement, and any extension thereof, that the Work remains incomplete, the Owner may retain from the total amount of the Contract Price, as Liquidated Damages the following sums: Five Hundred Dollars (\$500.00) a day.

8.0 SUBSTITUTE MATERIAL AND EQUIPMENT OR "OR-EQUAL" ITEMS

8.1 Whenever materials or equipment are specified or described in the Bidding Documents or specifications by using the name of a certain brand, make, supplier, manufacturer, or definite specification; the naming or specification of the item is only intended to denote the quality standard of the product and they do not restrict Bidders to the specific brand, make, manufacturer, or specification named; that they are used only to set forth and convey to prospective Bidders the general style, type, character, and quality of product desired; and that equivalent products will be acceptable. It shall be the responsibility of the professionally employed Architect or Engineer to determine what is considered an equivalent product on any and all projects in which he has been legally employed to perform his professional services.

8.2 With respect to equal brand products other than those specified:

(1) The name of a certain brand, make, manufacturer, or definite specifications is to denote the quality standard of the article desired, but does not restrict Bidders to the specific brand, make, manufacturer, or specification named. It is to set forth and convey to prospective Bidders the general style, type, character, and quality of article desired.

(2) When in Specifications or Contract Documents a particular brand, make of material, device, or equipment is shown or specified, such brand, make of material, device, or equipment shall be regarded merely as a standard.

8.3 When in Specifications or Contract Documents an Architect, prime design professional or Engineer specifies a particular brand, make of material, device, or equipment, or equal thereto, he shall adequately identify said product by including, minimally, the model or catalog number of the product.

8.4 A potential supplier may submit a particular product for prior approval, other than a product specified in the Contract Documents, no later than fourteen (14) working days prior to the opening of Bids. Within ten (10) days, exclusive of holidays and weekends, after submission, the prime design professional shall furnish to both the public entity and the potential supplier written approval or denial of the product submitted. If the prime design professional fails to respond within the time period provided for in this Paragraph, the Bid shall be extended at least seven (7) but not more than twenty-one (21) working days.

9.0 PROPOSAL DOCUMENT FORMS

9.1 Bid Forms for the Project are included with the Bidding Documents; additional copies may be obtained from ARCHITECT.

9.2 Bids shall be submitted on the Bid Forms provided with the Bidding Documents. All blank spaces on the Bid Form required for Bid prices shall be properly filled in ink, or typed, in both words and figures as indicated.

10.0 PREPARATION AND SUBMISSION OF BIDS

10.1 Bids shall be submitted by the time and at the place indicated in the Invitation to Bidders and, unless submitted electronically, shall be enclosed in an opaque sealed envelope. The envelope shall be marked with the Project title and name of the Bidder as set forth in the Invitation to Bidders. If the Bid does not display the Contractor's license number on the Bid envelope, the Bid shall be automatically rejected, returned to the Bidder marked "Rejected", and not be read aloud.

10.2 Each Bid shall be either hand delivered by the Bidder or his Agent, or such Bid shall be sent by registered or certified mail with a return receipt requested, or shall be submitted electronically with Central Auction House (CAH) (<http://www.centralauctionhouse.com/rfp.php?cid=65>). Bids shall not be accepted or taken including receiving any hand delivered Bids, on days which are recognized as holidays by the United States Postal Service.

10.3 The following items are to be included within each Bid:

10.3.1 Completed Uniform Public Works Bid Form.

10.3.2 Signature Authorization. Written evidence of the authority of the person signing the Bid for public works shall be submitted at the time of Bidding, in accordance with LA R.S. 38:2212(B)(5) as follows:

(a) The signature on the Bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the Bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.

(b) The signature on the Bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.

(c) The legal entity has filed in the appropriate records of the secretary of state of this state an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit Bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

Failure to include the appropriate signature authorization shall result in rejection of the Bid as non-responsive.

10.3.3 Bid Bond with Power of Attorney, or Certified Check or Cashier's Check, all in the amount of five (5%) percent of the amount of the Bid.

10.3.4 The Unit Price Form where Unit Prices are utilized. The number of Unit Prices that may be included is not limited and additional sheets may be included if needed.

10.4 Only for the purpose of interpretation of the base Bid total and alternate Bids, when applicable, written words shall govern if a conflict exists between words and numerals. If the public works requires Unit Price Bids and there is a discrepancy between the base Bid total and the sum of extended Unit Prices, the Unit Price shall govern.

10.5 A Bidder may alter or correct an entry on the Bid form by crossing out the entry, entering the new figure above or below the deleted entry, and initialing on the line of change. The crossing out of an entry and the initials shall be legibly handwritten with ink or typed. Any ambiguity arising from entries altered or corrected on the Bid Form will cause the rejection of said Bid Proposal as non-responsive.

10.6 **TAXES:** It is understood that all applicable taxes are included in the Bid price. Successful Bidder as an authorized agent of OWNER will be authorized by OWNER to receive an exemption from Louisiana State Sales taxes related to the Work to be performed. As such, the Bid price should reflect this exemption.

11.0 MODIFICATION AND WITHDRAWAL OF BIDS

11.1 Bids may be modified or withdrawn by an appropriate written document duly signed and authorized (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid Date and Time. After expiration of the period for receiving Bids, no Bid may be withdrawn, modified, or explained except as provided for herein.

11.2 In accordance with Louisiana law, more particularly, R.S. 38:2214, as may be amended, Bids containing patently obvious, unintentional, and substantial mechanical and clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of Work, labor, material, or services made directly in the compilation of the Bid, may be withdrawn by the Bidder if clear and convincing sworn, written evidence of such errors is furnished to the OWNER within forty-eight (48) hours of the Bid opening excluding Saturdays, Sundays and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original Work papers, documents or materials used in the preparation of the Bid sought to be withdrawn. If the OWNER determines that the error is a patently obvious mechanical, clerical or mathematical error, or unintentional omission of a substantial quantity of work, labor, material, or services as opposed to a judgment error, and that the Bid was submitted in good faith, it shall accept the withdrawal and return the Bid security to the Bidder. A Bidder who attempts to withdraw a Bid under these provisions of this section shall not be allowed to re-submit a Bid on the Contract. Any modifications or amendments to the above stated applicable State law shall supersede this procedure.

12.0 OPENING OF BIDS

12.1 All Bids received prior to the announced closing time for the receipt of Bids stipulated in the Invitation to Bidder will be opened publicly. Bids will be read aloud and a tabulation of the amounts of the Base Bids and alternates (if any) will be made available to Bidders after the opening of Bids.

12.2 Any Bid received after the announced closing time will be returned unopened. Any uncertainty as to whether a Bid was submitted in time will be resolved against the Bidder.

13.0 BIDS TO REMAIN OPEN

13.1 The OWNER shall act not later than forty-five (45) calendar days after the date of opening Bids to award such public works Contract to the lowest responsible and responsive Bidder or to reject all Bids.

13.2 The OWNER and the lowest responsible and responsive Bidder, by mutually written consent, may agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

14.0 AWARD OF CONTRACT

14.1 To the extent permitted by applicable local, state, and federal laws, and regulations, OWNER reserves the right to reject any and all Bids for just cause. The Terrebonne Parish Consolidated Government reserves the right to reject any and all Bids in accordance with Louisiana State Bid Law.

14.2 In order to be responsive, the apparent low Bidder must submit the additional information and documentation required by the OWNER and ARCHITECT within the time delays established by law.

14.3 The apparent low Bidder must establish to the complete satisfaction of the OWNER, a minimum, that he has: (a) adequate financial resources to meet Bid Contractual obligations and will maintain same for the Contract Time; (b) adequate equipment to perform the Work properly and within the Contract Time; (c) the necessary experience and technical qualifications in the type of Work provided for in the Contract; (d) conformed to the Qualification Submittals as requested.

14.4 OWNER may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time. OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER'S satisfaction.

14.5 If the Contract is to be awarded for the Work, it will be awarded to the lowest responsive and responsible Bidder as determined by the evaluation of the corresponding Bid. The successful Bidder who is awarded the Contract will be required to perform the Work as an Independent Prime Contractor. No assignment of a Contract will be allowed without written permission from OWNER.

SECTION C
LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: TPCG Purchasing Division
301 Plant Road
Houma, Louisiana 70360

(Owner to provide name and address of owner)

BID FOR: Generator Removal
TPCG Original Diesel Plant
1551 Barrow Street
Houma, Louisiana 70360

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

The undersigned Bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his Bid on any verbal instructions contrary to the Bidding Documents or any Addenda, c) has personally inspected and is familiar with the Project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all Work and services for the construction and completion of the referenced Project, all in strict accordance with the Bidding Documents prepared by: Moliere Chappuis Architects and dated: September 24, 2025.

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

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

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

_____ Dollars (\$ _____)

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

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

_____ Dollars (\$ _____)

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

_____ Dollars (\$ _____)

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

_____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

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

BID SECURITY in the form of a Bid Bond, Certified Check or Cashier's Check as prescribed by LA RS 38:2218(A) attached to and made a part of this Bid.

SECTION C
LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: TPCG Purchasing Division
301 Plant Road
Houma, Louisiana 70360

(Owner to provide name and address of owner)

BID FOR: Generator Removal
TPCG Original Diesel Plant
1551 Barrow Street
Houma, Louisiana 70360

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

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

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ____ Cost of Asbestos-Containing Finishes Removal			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
Unit Price No. 1	2500 SF	Square Feet		

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ____ Cost of Asbestos-Lined Pipe Removal			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
Unit Price No. 2	120 LF	Linear Feet		

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
		NOT USED		

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
		NOT USED		

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
		NOT USED		

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
		NOT USED		

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
		NOT USED		

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
		NOT USED		

Wording for “DESCRIPTION” is to be provided by the Owner.

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

SECTION D

ADDITIONAL INFORMATION AND DOCUMENTATION REQUIRED OF APPARENT LOW BIDDER ONLY

15.0 DUE WITHIN (TEN) 10 DAYS FROM OPENING OF BID

In order to be responsive and no later than ten (10) days after the date Bids are opened, the apparent low Bidder must submit the following additional information and documentation as required by the OWNER or ARCHITECT as indicated below:

If the apparent low Bidder does not submit the proper information or documentation as required by the Bidding Documents within the ten (10) day period, such Bidder shall be declared non-responsive, and the public entity may award the Bid to the next lowest Bidder, and afford the next lowest Bidder not less than ten (10) days from the date the apparent low Bidder is declared non-responsive, to submit the proper information and documentation as required by the Bidding Documents, and may continue such process until the public entity either determines the low Bidder or rejects all Bids.

15.1 REQUIRED: a Criminal Attestation Affidavit in accordance with LARS 38:2227– sample attached.

15.2 REQUIRED: an E-Verification Form in accordance with LARS 38:2212.10 – sample attached.

15.3 [NOT] REQUIRED: Non-Collusion Affidavit. The apparent low Bidder must submit a sworn statement, in the form required by Terrebonne Parish Consolidated Government, certifying that the Bidder has not, directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Bidding in connection with this Project. The sworn statement shall be in the form of an affidavit, executed and sworn to by the Bidder before persons authorized by laws of the state to administer oaths.

15.4 [NOT] REQUIRED: If Bid Bond is submitted electronically, the hard copy of the Bid Bond must be submitted by the apparent low Bidder.

15.5 It is the intention of OWNER to award Contracts to Bidders competent to perform and to complete the Work in a satisfactory manner. OWNER and ARCHITECT reserve the right to request additional information and documentation not set out below or set out below but not currently required. The apparent low Bidder must be prepared to submit the following within ten (10) days of the date Bids are opened:

15.5.1 [NOT] REQUIRED: Preliminary Progress Schedule, as follows:

15.5.1.1 The "Preliminary Progress Schedule" pertaining to Proposal Documents for the Work designated under this Contract shall consist of three (3) copies of a

"Summary Bar Chart" and a "Narrative". Activities in the Summary Bar Charts, unless otherwise indicated, should show the order in which Bidder proposes to perform the Work pursuant to the specified Contract dates and sequencing conditions, and should indicate starting and completion dates of Work pertaining to each Division of the technical specifications. Bar Chart activities should further identify significant fabrication, installation, testing, submittals and approvals, deliveries, OWNER's responsibilities, and those of affected utilities and similarly involved third parties. Weekly or monthly rates of production for fabrication and installation should be shown for each activity on the Summary Bar Chart.

15.5.2 [NOT] REQUIRED: Bid Breakdown, as follows:

15.5.2.1 The "Bid Breakdown" should show the quantities, as required, Unit Prices, as required, a description of each unit, as required, and total costs for each item for the entire Work as contemplated in the Contract. The Bidder agrees that these separate Bid Breakdown Prices, where they are applicable and determined to be reasonable by OWNER and at OWNER'S discretion, a) may be utilized as Contract prices for the purposes of measurement and payment, b) may be utilized to add or deduct separate Bid Breakdown Items from the Contract, and c) may be used in Change Orders which add or deduct like Work.

15.5.3 [NOT] REQUIRED: Subcontractor "Qualifications Statement List," as follows:

15.5.3.1 The "Qualifications Statement List" for all proposed Subcontractors, proposed Suppliers, and other persons or organizations, including those who are to furnish the principal items of material and equipment, with a value in excess of \$100,000 or 10% of the maximum Base Bid Total Amount, whichever is lower. This list should include the name and address of the Subcontractor, Supplier, or other person or organization and a description of the services, materials, or equipment to be supplied. Such list should be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each Subcontractor, Supplier, or other person or organization if requested by OWNER. The list of principal items of equipment should include the name of the locations at which similar size and type of equipment, as that specified, is in service.

15.5.3.2 If OWNER or ARCHITECT after due investigation has reasonable objection to the responsibility of any proposed Subcontractor, Supplier, or other person, organization, or equipment, OWNER may, before giving Notice of Award, request a Bidder to perform the associated parts of the Work or to submit an acceptable substitute, without an increase in Bid price. If a Bidder declines to make such substitution, the Contract may not be awarded to such Bidder.

15.5.3.3 The Contract, if awarded, will be on the basis that the total amount of the subcontracted Work shall not exceed 50% of the Bid price. Procedures for approval of Subcontractors, Suppliers, and other persons or organizations, after execution of the Agreement, are described in Article 6.8.1 of the General Conditions.

15.5.4 [NOT] REQUIRED: Information required on AIA Document A305.

If, upon receipt and evaluation of these submittals, Bidder does not pass the evaluation to OWNER's satisfaction, OWNER reserves the right to reject the Bid pursuant to Article 14 of the Instructions to Bidders.

15.6 [NOT] REQUIRED: Where the apparent low Bidder desires to submit a substitute material or equipment from those specified in the Bidding Documents:

15.6.1 A written proposal of an equivalent material or equipment from a potential supplier that is submitted to the ARCHITECT should certify (and include Drawings, Specifications and other relevant information showing) that the proposed item (a) has the same essential characteristics of the item named or specified, (b) will equally perform the functions and achieve the results called for by the original design concept, (c) is suited to the same use as that item named or specified in the Bid Documents, (d) is at least of equal materials of construction, quality and necessary design features as that item named or specified in the Bidding Documents, (e) conforms substantially to the desired detailed requirements for the item named or specified, including, but not limited to, durability, strength, appearance and aesthetics (where aesthetics are significant), safety, service, life, reliability, economy of operation and ease of maintenance, and (f) offers a proven record of performance and service for at least three (3) years before the date of Bid opening.

15.6.2 The Proposal from a potential supplier should include (a) a list of installations that have been in service for at least three (3) years before the date of Bid opening (including the name, address and telephone number of a person familiar with and at the installation), and (b) sufficient Shop Drawing data and other data as may be necessary to allow the ENGINEER to determine whether the naming or specification of that item may be used to denote the essential characteristics of the item desired.

15.6.3 The ARCHITECT may consent to these proposals if, in the ARCHITECT's judgment, the proposed item also may be used to denote the quality standard of the item desired, and to convey and establish the general style, type, character and quality of material or equipment desired. Lack of adequate information may be sufficient cause for rejecting a proposal.

15.6.4 The ARCHITECT will furnish notice to the OWNER and the potential supplier of the ARCHITECT's approval or denial to adding the brand, make, supplier, manufacturer, or specification.

15.6.5 A potential supplier may submit a particular product for prior approval, other than a product specified in the Contract Documents, no later than fourteen (14) working days prior to the opening of Bids. Within ten (10) days, exclusive of holidays and weekends, after submission, the prime design professional shall furnish to both the public entity and the potential supplier written approval or denial of the product submitted. If the prime

design professional fails to respond within the time period provided for in this Paragraph, the Bid shall be extended by at least seven (7) but not more than twenty-one (21) working days.

16.0 DUE WITHIN TEN (10) DAYS OF RECEIPT OF NOTICE OF AWARD

Within ten (10) days of receipt of Notice of Award by the successful Bidder, the following information and documentation will be required:

16.1 REQUIRED: PERFORMANCE AND PAYMENT BONDS - Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to Performance and Payment Bonds. When a Successful Bidder delivers the executed Agreement to OWNER, it shall be accompanied by the required Performance and Payment Bonds.

16.2 REQUIRED: A Notice of Award to a Successful Bidder will be accompanied by multiple unsigned counterparts of the corresponding Agreement with all other written Contract Documents attached. Within ten (10) days thereafter, that Successful Bidder shall sign and deliver to the OWNER the required number of counterparts of the Agreement and attached Contract Documents and the required Bonds.

16.3 REQUIRED: Following Notice of Award to the Successful Bidder, CONTRACTOR must comply with the provisions of the Louisiana First Hiring Act for the following types of contracts for public works:

any public work funded by monies received by OWNER from the Federal Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2011, hereinafter referred to as "RESTORE", or as a result of any settlement related to the explosion on, and sinking of the mobile offshore drilling unit Deepwater Horizon or the Comprehensive Master Plan for Coastal Protection. The term "Contract" shall include awards and notices of award; Contracts of a fixed-price, cost, cost plus a fixed-fee, or incentive type contracts; contracts providing for the issuance of job or task orders; leases; letter contracts; and purchase orders; (LARS 39:2201(2))

Pursuant to LARS 39:2204, compliance requires the CONTRACTOR, within ten (10) days of the Contract having been awarded, to submit to the Louisiana Workforce Commission the following information:

- (1) The number and types of jobs anticipated for the Project.
- (2) The skill level of the jobs anticipated for the Project.
- (3) The wage or salary range for each job anticipated for the Project.
- (4) Methods, if any, that the Contractor will use to recruit unemployed persons or persons employed in low wage jobs to fill job openings for the Project.

The Louisiana Workforce Commission shall provide the CONTRACTOR with a list of people eligible for

employment. An eligible person shall be a resident of a parish within the coastal zone as defined by the Louisiana State and Local Coastal Resources Management Act.

Sample
Required of Apparent Low Bidder Only
AFFIDAVIT
VERIFICATION OF CITIZENSHIP

BEFORE ME, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared:

(name)

who after being first duly sworn, deposed and said that:

1. I am the _____ of _____.
(title) (company)

2. I swear that _____ is registered and participates in a status verification system
(company)
to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

3. I verify that if _____ is awarded the Contract, it shall continue, during the
(company)
term of the Contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

4. I acknowledge that _____ shall require all subcontractors to
(company)
Submit to _____ a sworn affidavit verifying compliance with Paragraphs (2) and (3) of
(company)
the Affidavit.

Name:
Title:
Company:

Sworn to and subscribed before me at Houma, Louisiana,
on this _____ day of _____ 20_____.

NOTARY PUBLIC

Sample
Required of Apparent Low Bidder Only
ATTESTATION
AFFIDAVIT AS TO LA. R.S. 38:2227

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned authority, on this day personally came and appeared:

(print name of affiant signing affidavit)

who did depose and state:

PART I. TO BE COMPLETED BY SOLE PROPRIETOR

(Business Entities must complete Parts II and III.)

1. that he is a sole proprietor doing business under the name _____;
2. that his address is _____;
3. that on _____, he did submit a Bid for a public Contract with Terrebonne Parish Consolidated Government, for the construction of **Parish Project No. IDA-0137**, bearing the name: **Generator Removal TPCG Original Diesel Plant, 1551 Barrow Street, Houma, Louisiana 70360**;
4. that since July 2, 2010, he has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(1), as may be revised, which consists of the following non-exclusive list: *Public Bribery, Corrupt Influencing, Extortion, and/or Money Laundering*; and
5. that since July 2, 2010, or for a period of five years prior to the date of his Bid for said Project, whichever is shorter, he has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(2), as may be revised, as a result of an offense committed during the solicitation or execution of a Contract or Bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes, said crimes consisting of the following non-exclusive list: *Theft, Identity Theft, Theft of a Business Record, False Accounting Issuing Worthless Checks, Bank Fraud, Forgery, Contractors; Misapplication of Payments, and/or Malfeasance in Office*.

PART II. TO BE COMPLETED BY AUTHORIZED AGENT OF BUSINESS ENTITY

(Sole Proprietors must complete Parts I. and III.)

1. that he is _____, a duly authorized representative of _____ (hereinafter the "Bidding entity"), who's address is _____;
2. that on _____, the said Bidding entity did submit a Bid for a Public Contract with Terrebonne Parish Consolidated Government, for the construction of **Parish Project No. IDA-0137** bearing the name: **Generator Removal TPCG Original Diesel Plant, 1551 Barrow Street, Houma,**

3. **Louisiana 70360 ;**

4. that since July 2, 2010, no individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the Bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(1), as may be revised, which consists of the following non-exclusive list: *Public Bribery, Corrupt Influencing, Extortion, and/or Money Laundering*; and
5. that since July 2, 2010, or for a period of five (5) years prior to the date of said Bidding entity's Bid for said Project, whichever is shorter, no individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the Bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(2), as may be revised, as a result of an offense committed during the solicitation or execution of a contract or Bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes, said crimes consisting of the following non-exclusive list: *Theft, Identity Theft, Theft of a Business Record, False Accounting, Issuing Worthless Checks, Bank Fraud, Forgery, Contractors; Misapplication of Payments, and/or Malfeasance in Office.*

PART III. ATTESTATION

Affiant Signature: _____

Affiant Name Printed: _____

Title of Affiant: _____

Bidding Entity or Company: _____

Sworn to and subscribed before me, in the Parish of _____, Louisiana this _____ day of _____, 20____.

NOTARY PUBLIC

SECTION F

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between TERREBONNE PARISH CONSOLIDATED GOVERNMENT (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Project Name: GENERATOR REMOVAL TPCG ORIGINAL DIESEL PLANT

Parish Project No. IDA-0137

The Work consists of providing all equipment, labor, and material necessary to remove existing non-operational diesel generators and associated infrastructure and gear, backfilling all generator pits and trenches, and removing three (3) small interior buildouts not attached to the historic structure according to design specifications and plans.

Article 2. ARCHITECT

The Project has been designed by Moliere Chappuis Architects, 300 Heymann Boulevard, Lafayette, Louisiana 70503, who is hereinafter called ARCHITECT and who will assume all duties and responsibilities and will have rights and authority assigned to ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within One Hundred Eighty (180) days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.14 of the General Conditions within forty-five (45) days after the date of Substantial Completion.

3.2 LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1, above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize

the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof or notice of default, OWNER and CONTRACTOR agree that as Liquidated Damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the work is substantially complete in an amount of **Five Hundred Dollars (\$500.00)** per day, and Contractor shall pay Owner for each day that expires after the time specified in paragraph 3.1 for final completion until the entire Work is finally complete and ready for final payment an amount of **Five Hundred Dollars (\$500.00)** per day. Contractor agrees to allow OWNER to deduct Liquidated Damages from progress payments and retention.

Article 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents and Specifications in current funds as follows: **SEE ATTACHED BID FORM.**

Article 5. PAYMENT PROCEDURE

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ARCHITECT as provided for in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ARCHITECT, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the Work measured by the Schedule of Values provided for in paragraph 14.1 of the General Conditions.

5.1.1 Prior to Substantial Completion of any work order, progress payments will be in an amount equal to 90% of the Work completed, and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. On Contracts of \$500,000 or more, the payments will be in an amount equal to 95% of the Work completed and 95% of materials and equipment not incorporated in the Work, but delivered and suitably stored.

5.1.2 Upon Substantial Completion of any work order, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price on Contracts under \$500,000 and 95% of the Contract Price on Contracts \$500,000 or more, less such amount as ARCHITECT shall determine in accordance with paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.14 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ARCHITECT as provided in said paragraph 14.14.

5.3 OWNER may deduct from each progress payment and final payment any Liquidated Damages then due or that would become due based on OWNER's estimate of late completion of the Work, provided that CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed and taken to recover schedule.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, Locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports or investigations and tests of subsurface and latent physical conditions at the site or otherwise, affecting cost, progress or performance of the Work which were relied upon by ARCHITECT in the preparation of the Drawings and Specifications and which have been identified in the Special Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports and similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data within the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ARCHITECT written notice of all conflicts, errors, and discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.

Article 7. MISCELLANEOUS

7.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto for any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, money that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in

any written consent to an assignment, no assignment will release or discharge to assignor from any duty or responsibility under the Contract Documents.

7.3 OWNER and CONTRACTOR each bind's himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.4 If any provision of the Contract Documents is invalid, illegal, or unenforceable, all other provisions of the Contract Documents shall nevertheless remain in full force and effect. If any provision of the Contract Documents is inapplicable to any person or circumstance, that provision shall nevertheless remain applicable to all other persons and circumstances.

Article 8. CONTRACT DOCUMENTS

This Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-bid documentation submitted), the bonds, the General Conditions, the Technical Provisions, the Drawings as the same are more specifically identified in this Agreement, together with all Modifications issued after the execution of this Agreement, and all documents contained in the booklet entitled "Project Manual" shall be part of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ARCHITECT on their behalf.

This agreement will be effective on the _____ day of _____, 20__.

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

CONTRACTOR:

Parish President

BY:

(Corporate Seal)

WITNESS:

WITNESS:

WITNESS:

WITNESS:

Address for giving notices:
Post Office Box 2768
Houma, Louisiana 70361

ADDRESS for giving notices:

License Number: _____
Agent for service of Process:

SECTION G
CONTRACTOR'S AFFIDAVIT

STATE OF LOUISIANA
PARISH OF _____

BEFORE ME, the undersigned authority, on this day personally came and appeared:

1) That he is _____, and duly authorized representative of
_____, whose address is
_____.

2) That on _____, the said firm did enter into a public
Contract with Terrebonne Parish Consolidated Government, for the construction of the
**Generator Removal TPCG Original Diesel Plant, Terrebonne Parish Project No. IDA-
0137.**

3) That the firm has not employed any person, corporation, firm association, or other
organization, either directly or indirectly, to secure the said public Contract under which he has
or will receive payment, other than persons regularly employed by the firm and whose services
in connection with the construction of said Project or in securing the above said public Contract
were in regular course of their duties for the firm.

4) That no part of the Contract price received by affiant was paid nor 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 firm and whose
services in connection with the construction of the public Project were in regular course of their
duties of the firm, so help him God.

CONTRACTOR

* * * * *

Sworn to and subscribed before me, this _____ day of _____, 20__.

NOTARY PUBLIC

SECTION H
PERFORMANCE BOND

STATE OF LOUISIANA
PARISH OF TERREBONNE

KNOW ALL MEN BY THESE PRESENTS: That as Principal, hereinafter called the CONTRACTOR, and as Surety, hereinafter called Surety, are held and firmly bound unto

THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT
GOVERNMENT TOWER BUILDING
8026 W. MAIN STREET
HOUMA, LOUISIANA 70361

as Obligee, hereinafter called the OWNER, in the amount of

for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

CONTRACTOR has by written agreement dated the ____ of _____, 20__ entered into a Contract with OWNER for, the construction of

Generator Removal
TPCG Original Diesel Plant
1551 Barrow Street
Houma, Louisiana 70360
Parish Project IDA-0137

in accordance with Drawings and Specifications prepared by the Moliere Chappuis Architects, which Contract is by reference made a part thereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of this obligation are such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the Surety may promptly

- 1) Complete the Contract in accordance with its terms and conditions or,
- 2) Obtain a Bid or Bids for completing the Contract in accordance with its terms and

conditions and upon determination by Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract", as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner and Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right or action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

SIGNED AND SEALED THIS _____ DAY OF _____, 20__.

(Principal) (Seal)

(Witness)

(Title) (Seal)

(Surety) (Seal)

(Witness)

(Title) (Seal)

PAYMENT BOND

STATE OF LOUISIANA
PARISH OF TERREBONNE

KNOW ALL MEN BY THESE PRESENTS: That as Principal, hereinafter called the CONTRACTOR, and as Surety, hereinafter called Surety, are held and firmly bound unto

THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT
GOVERNMENT TOWER BUILDING
8026 MAIN STREET
HOUMA, LOUISIANA 70361

as Obligee, hereinafter called the OWNER, in the amount of

for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

CONTRACTOR has by written agreement dated the ____ of _____, 20__ entered into a Contract with OWNER for, the construction of the

**Generator Removal TPCG Original Diesel Plant
1551 Barrow Street
Houma, Louisiana 70360
Parish Project IDA-0137,**

in accordance with Drawings and Specifications prepared by the architectural firm of Moliere Chappuis Architects, Architect, which Contract is by reference made a part thereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of this obligation are such that, if CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject, however, to the following

conditions:

1. A claimant is defined as one having a direct Contract with the Contractor or with a Subcontract or of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any cost or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two (2) of the following: the Contractor, the Owner or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postal prepaid in an envelope addressed to the Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Contractor ceased Work on said Contract or after the expiration of one (1) year following the Date of Substantial Completion of the Project, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the parish or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED THIS _____ DAY OF _____, 20____.

(Principal)

(Seal)

(Witness)

(Title)

(Seal)

(Surety)

(Seal)

(Witness)

SECTION I

GENERAL CONDITIONS

ARTICLE 1 - Definitions

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Acceptance, Final Acceptance - The formal action by ARCHITECT accepting the Work, or a specified part of the Work thereof, as being complete in all respects, or the action by ARCHITECT to place the equipment/facilities in operation for continuous utilization for their intended purposes.

Agreement - Refers to the written document signed by the OWNER and CONTRACTOR that is the legal instrument binding the parties to the Work. The terms "Agreement" and "Contract" are synonymous.

Application for Payment - The form furnished by CONTRACTOR and approved by ARCHITECT for requesting progress payments and an affidavit of CONTRACTOR and its Subcontractors that progress payments theretofore received from OWNER on account of the Work have been applied by CONTRACTOR and its Subcontractors to discharge in full all of CONTRACTOR'S and its Subcontractors' obligations stated in the prior Application for Payment, and that the accuracy of the progress reported in the Application for Payment to have been completed by CONTRACTOR or its Subcontractors has been verified by CONTRACTOR. The Application for Payment should include all supporting documentation as required by the Contract Documents.

Bid - Refer to definition of Proposal Document in Instructions to Bidders.

Bonds - Bid, Performance and Payment Bonds and other instruments of security.

Change Order - A written order to CONTRACTOR in accordance with the Louisiana Bid Law and approved by OWNER authorizing an alteration, deviation, addition, deletion, and/or revision in the Work, or an adjustment in the Contract Price and/or the Contract Time.

Contract Documents - Those documents itemized or designated in Article 8 of the Agreement as may be further itemized in the Supplementary Conditions.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time - The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR - A person, firm, or corporation with whom OWNER has entered into the

Agreement for the Work designated under the Contract Documents. The term "CONTRACTOR" shall also mean CONTRACTOR or its authorized representative.

Correction Period - The time during which CONTRACTOR must repair defective Work or remove defective Work from the site and replace it with non-defective Work, all at no cost to the OWNER, pursuant to Paragraph 13.12 of the General Conditions.

Day - A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test, referenced standard or approval referred to in the Contract Documents, or has been damaged prior to ARCHITECT'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings - The Drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ARCHITECT and are referred to in the Contract Documents. The terms "Drawing" and "Plan" are synonymous, and wherever used in the Contract Documents it should be interpreted according to the definition of "Drawings".

Effective date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two (2) parties to sign and deliver.

ARCHITECT - The individual, firm or corporation named as ARCHITECT in the Supplementary Conditions, who will have the rights and authority assigned to the ARCHITECT in the Contract Documents. The term "ARCHITECT" means the ARCHITECT or its authorized representative. The terms "ARCHITECT", "DESIGN ARCHITECT", "ARCHITECT" and "ARCHITECT" are synonymous, and wherever used in the Contract Documents they should be interpreted according to the definition of "ARCHITECT".

Field Order - A written order issued by ARCHITECT to CONTRACTOR on or after the effective date of the agreement requiring a minor change in Work not requiring an adjustment in the Contract Price or Contract Time.

General Requirements - Division H of the Specifications.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes, and/or orders.

Notice of a Proposed Change - A written document issued on or after the effective date of the agreement initiated by a) OWNER requesting that CONTRACTOR figure the potential effect on Contract Price or time of the proposed change described in the Notice, if the proposed change is to be ordered, or b) CONTRACTOR to notify OWNER that in the CONTRACTOR'S opinion a change has been requested in a Field Order, or pursuant to ARCHITECT'S approval of Shop

Drawings, or a written interpretation or clarification (pursuant to paragraph 9.4). A Notice of a Proposed Change shall not constitute an order to change the Work, as no change shall be considered ordered until an appropriate change order, or Work Directive Change is executed by OWNER.

Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions, precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ARCHITECT) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligation under the Contract Documents.

OWNER - Terrebonne Parish Consolidated Government (TPCG) which includes all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants, and employees, including volunteers.

Operation, Initiation of - A point in time when OWNER initiates use of the entire Work under the Project for the purposes that it was planned, designed, and built, setting forth commencement of the correction period.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative - The authorized representative of ARCHITECT who is assigned to the site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a Supplier and submitted to CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, partnership, corporation, joint venture, or other combination thereof who has a contract with Contractor to perform any part of the Work at the site. The term "Subcontractor" shall also mean any individual, partnership, corporation, joint venture, or other combination thereof who has a contract with another Subcontractor to perform any part of the Work at the site.

Substantial Completion - The finishing of the Work, or a specified part of the Work, in accordance with the Contract Documents, to the extent that Owner can use or occupy all or the specified part of the Work for the use for which it is intended without any concurrent Work at the site except as required to complete Punch List items with cumulative value under one percent (1%) of the Contract Price. Prerequisites for Substantial Completion include: (a) all systems have been successfully tested and demonstrated by the CONTRACTOR for their intended use, and (b) the Owner receiving all occupancy certifications and approvals from those State and local Public Entities with jurisdiction.

Supplementary Conditions - Section within Division I which amends or supplements the General Conditions and is a part of the Contract Documents and is located in the Book of Contract Documents.

Supplier - A manufacturer, fabricator, supplier, distributor, material man, or vendor.

Testing, Pre-Operational - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the Work have been properly erected and found to operate in accordance with the Contract Documents, so that they can be utilized continuously for their intended purposes.

Testing, Start-up - A pre-defined trial period required for achieving Substantial Completion during which CONTRACTOR is to operate the Work, or a part specified thereof, under actual and simulated operating conditions and performing as defined in the Contract Documents, for the purposes of a) making such minor adjustments and changes as may be found necessary to comply with the requirements of the Contract Documents, and b) to comply with the final test requirements outlined in the Contract Documents.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work - Work to be paid for on the basis of Unit Prices.

Work - Any and all obligations, duties, responsibilities, labor, materials, equipment, temporary facilities, and incidentals, and the furnishing thereof necessary to complete the construction assigned to, or undertaken by CONTRACTOR, pursuant to the Contract Documents. Also, the completed construction or parts thereof required to be provided under the Contract Documents, including all materials, equipment, and supplies incorporated or to be incorporated in the construction.

Work Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ARCHITECT, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical

conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.20. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following successful negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

ARTICLE 2 - Preliminary Matters

2.1 DELIVERY OF BONDS: When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

2.2 COPIES OF DOCUMENTS: OWNER shall furnish to CONTRACTOR up to five (5) copies (unless otherwise provided in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED: A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the agreement. However, upon mutual written consent by both parties, the Notice to Proceed may be extended. The Contract Time will commence at the time specified in such Notice to Proceed or, if no notice is given, thirty (30) days following the Effective Date of the Agreement.

2.4 STARTING THE PROJECT: CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of OWNER.

2.5 BEFORE STARTING CONSTRUCTION: Before undertaking each part of the Work, CONTRACTOR shall (a) study and compare the Contract Documents with each other and against manufacturers, representations, (b) verify dimensions and field measurements, (c) coordinate requirements of dependent Work (location, dimensions, access, fit, completeness, class, codes, etc.), and (d) notify ARCHITECT in writing of any conflict, error, omission or deviation from manufacturers' recommendations discovered. CONTRACTOR shall be responsible for any delay and all costs resulting from performing any Work before obtaining a written clarification or interpretation from ARCHITECT if CONTRACTOR had actual knowledge, or should have reasonably known that any such Work (a) involves a conflict, error or omission, or (b) is subject to specific method of installation, performance or test procedure or result which is contrary to the recommendation of the corresponding manufacturer. **Contractor shall also be responsible for locating all property lines and right-of-way lines prior to beginning construction.**

2.6 SCHEDULE SUBMITTALS: Within ten (10) days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit four (4) copies of the following schedules to ARCHITECT for review:

2.6.1 An estimated progress schedule indicating the starting and completion dates of the various stages of the Work in accordance with the Contract Documents.

2.6.2 A preliminary Schedule of Shop Drawing submissions.

2.6.3 A preliminary Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission. The Schedule of Values will be organized along the Divisions, and sub-divisions, of Section K, the Technical Specifications.

2.7 INSURANCE CERTIFICATES: Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy of ARCHITECT, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.4, 5.5, and 5.6. Certificates of Insurance must be accompanied by a letter from the Contractor's Insurance Agent certifying that the insurance being provided meets the limits and requirements of the specifications. An explanation of any abbreviations used on the certificates must also be provided.

2.8 PRE-CONSTRUCTION CONFERENCE: Within twenty (20) days after the effective date of the Agreement, but before CONTRACTOR starts the Work at the site, a Conference attended by CONTRACTOR, ARCHITECT and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other Submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.9 FINALIZING SCHEDULES: At least ten (10) days before submission of the first Application for Payment a Conference attended by CONTRACTOR, ARCHITECT and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ARCHITECT as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ARCHITECT responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefore. The finalized schedule of Shop Drawing submissions will be acceptable to ARCHITECT as providing a workable arrangement for processing the submissions. The finalized Schedule of Values will be acceptable to ARCHITECT as to form and substance.

ARTICLE 3 - Contract Documents; Intent, Amending, Re-Use

3.1 INTENT: The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 FUNCTIONALLY COMPLETE PROJECT: It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or be implication, shall mean the latest standard specifications, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), even though reference may be specifically made to an earlier standard. However, no provision of any referenced standard specifications, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ARCHITECT, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ARCHITECT, or any of ARCHITECT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of subparagraph 9.13.3 or 9.13.4. Clarifications and interpretations of the Contract Documents shall be issued by ARCHITECT as provided for in paragraph 9.4. In the event of any conflict between any of these standard specifications, manuals, or codes and any Divisions of the Book of Technical Specifications, the latter requirements shall be binding on Contractor. In the event that two (2) or more standard specifications, manuals, or codes conflict with one another, the requirement ultimately enforced shall be binding on CONTRACTOR. In this event it will be considered that the higher cost requirement has been considered in the CONTRACTOR'S Bid Proposal and the CONTRACTOR further agrees and acknowledges that compliance with this condition shall not warrant an increase in Contract Price nor Contract Time.

3.3 CONFLICT IN CONTRACT DOCUMENTS: If, during the performance of the Work, CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, CONTRACTOR shall so report to ARCHITECT in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ARCHITECT; however, CONTRACTOR shall not be liable to OWNER or ARCHITECT for failure to report any conflict, error, or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. Until interpretation, clarification, or instruction is obtained from ARCHITECT, any Work done by CONTRACTOR (or Subcontractors) after the discovery of such a conflict, error, or discrepancy, which is directly or indirectly affected by same, will be at his own risk and he shall bear all cost arising therefrom.

3.4 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS: The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one (1) or more of the following ways:

3.4.1 A Change Order (pursuant to paragraph 10.4), or

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order.

3.5 WORK DIRECTIVE CHANGE: In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by a Work Directive Change required by one (1) or more of the following actions:

3.5.1 A Field Order (pursuant to paragraph 9.5 and 10.7)

3.5.2 ARCHITECT'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.24), or

3.5.3 ARCHITECT'S written interpretation or clarifications (pursuant to paragraph 9.4)

3.6 RE-USE OF DOCUMENTS: Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect Contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ARCHITECT; and they shall not re-use any of them on extensions of the Project or any other project without written consent of OWNER and ARCHITECT and specific written verification or adaptation by ARCHITECT.

3.7 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS:

3.7.1 All figures and dimensions on the Drawings and Specifications shall be carefully checked by CONTRACTOR, who shall note all conflicts, errors, or discrepancies. CONTRACTOR will be held responsible for any conflict, error, or discrepancy not discovered before the Work is executed, unless Contractor could not have reasonably known about the conflict, error, or discrepancy. CONTRACTOR shall promptly notify ARCHITECT in writing of any discrepancies, errors, or omissions discovered in review of the Contract Documents. ARCHITECT will promptly investigate the matter and respond to CONTRACTOR.

3.7.2 In all cases, figured dimensions shall govern over scaled dimensions, but Work not dimensioned shall be as directed, and Work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Further, Detail Drawings shall govern over General Drawings, larger scale details take precedence over smaller scale Drawings, Change Order Drawings govern over Contract Drawings, and Contract Drawings over Shop Drawings. Specifications shall govern as to products, execution and workmanship, and Drawings shall govern as to locations, dimensions, or quantities to be furnished. Further, in all cases where specifications, notes, or details in two (2) Drawings conflict, the more restrictive requirement as to quantities, product, execution, workmanship, or performance shall be binding on CONTRACTOR, unless otherwise directed by OWNER.

3.7.3 After the Agreement date, CONTRACTOR shall be furnished with a maximum number of five (5) sets of Plans, Specifications, and Addenda in addition to those CONTRACTORS

purchased during the Bid period. Additional Specifications or Drawings requested by CONTRACTOR will be provided in complete sets and at the expense of CONTRACTOR.

ARTICLE 4 - Availability of Lands; Physical Conditions Reference Points

4.1 AVAILABILITY OF LANDS:

4.1.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, right-of-way, or easements entitles CONTRACTOR to an extension of the Contract Time, but without an increase in cost due to the extension, CONTRACTOR may make a claim therefore as provided in Article 12.

4.1.2 Any land and access thereto not furnished by OWNER that CONTRACTOR deems necessary for the Contract Work, for temporary construction facilities, access, and egress, or for storage of materials shall be provided by CONTRACTOR at no cost to OWNER. CONTRACTOR shall confine its apparatus and storage to such additional areas as may be provided at its expense. CONTRACTOR shall obtain permits and written approvals from the appropriate jurisdictional agency and property owner(s) for use of premises not furnished by OWNER as described above, and of all off-site areas which include off-site borrow pits, waste and disposal areas, such permits and approvals must specify treatment of said areas during and at the completion of construction. Copies of all permits and approvals shall be filed with the ARCHITECT before utilization of the areas.

4.2 PHYSICAL CONDITIONS-INVESTIGATIONS AND REPORTS:

4.2.1 Explorations and Reports: Reference is made to the Instructions to Bidders, paragraph 4.2, for identification of those reports of investigations and tests of subsurface conditions at the site that have been utilized by ARCHITECT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures: Reference is made to the Drawings for identification of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ARCHITECT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such Drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to physical conditions in or

relating to such structures.

4.2.3 Report of Differing Conditions: If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraph 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical conditions uncovered or revealed at the site differs materially from that indicated, reflected, or referred to in the Contract Documents, or not in conformity with soil reports and surveys.

CONTRACTOR shall promptly, and before such conditions are disturbed, notify ARCHITECT in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. ARCHITECT will promptly review those conditions and advise CONTRACTOR in writing if further investigation or tests are necessary. Promptly thereafter, ARCHITECT shall obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ARCHITECT finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions, provided OWNER has not exercised its right to terminate under Paragraph 15.4.

4.2.4 Possible Price and Time Adjustments: In each such case, an increase or decrease in Contract Price will be allowable to the extent that it is attributable to any such inaccuracy or difference. Further, in each such case, a) an extension of the Contract Time and the associated increase in Contract Price, will be allowed only to the extent that the interval of time required to proceed with the part of the Work plus the increase in the time required to perform the part of the Work affected, whether or not changed by the Change Order or the Work Directive Change, exceed the time allowance set forth in the Contract, plus the float time available in the Official Schedule, provided that CONTRACTOR takes all reasonable steps to mitigate the schedule impact of the delays; b) A shortening of the Contract Time and the associated decrease in Contract Price, will be enforced only to the extent that the critical path of the Official Schedule is affected and the decrease in Contract Time will not result in a disproportionate reduction in float time in other portions of the Official Schedule. If OWNER and CONTRACTOR are unable to agree as to the amount or lengthening/reduction thereof, a claim may be made therefore as provided in Articles 11 and 12.

4.3 PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

4.3.1 Shown, Indicated, or Located: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ARCHITECT by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in these General Conditions:

4.3.1.1 OWNER and ARCHITECT shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 CONTRACTOR shall have full responsibility a) for reviewing and checking all such information and data, b) for locating all water services, gas services, water mains, gas mains, cross drains, culverts, sewers, sewer laterals, electric conduits, etc., shown or indicated in the Contract Documents as to depth and alignment in advance of laying, c) for coordination of the Work with the Owner of such existing underground facilities during construction, d) for the safety and protection thereof, and for repairing any damage done thereto resulting from the Work. The cost of and the time required to perform the responsibilities outlined in this paragraph will be considered as having been included in the Contract Price and in CONTRACTOR'S schedule for the performance of the Work within the prescribed time.

4.3.1.3 CONTRACTOR shall excavate and uncover all Underground Facilities to be crossed or paralleled by the proposed Work a sufficient time in advance of construction to permit change in line and grade of the existing Underground Facility or the proposed Work if the location of the existing Underground Facility should interfere with the proposed Work.

4.3.1.4 Where it is necessary to install pipelines proposed under the Work close to or between other existing pipelines for short distances, CONTRACTOR shall shore, block, and protect the other lines to the satisfaction of the Utility Agency or Municipality having ownership or jurisdiction over said pipelines.

4.3.1.5 Whenever existing Underground Facilities are encountered which obstruct the line or grade of a proposed part of the Work, CONTRACTOR shall promptly notify OWNER and ARCHITECT in writing about the inaccuracy or difference. ARCHITECT will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the situation, and the Contract Documents will be amended or supplemented to the extent necessary. In each such a case, a Change Order (or Work Directive Change) will be issued in accordance with the Federal Contract Provisions, as amended, and/or Article 10 to reflect and document the consequences of the inaccuracy or difference, and an increase or decrease in the Contract Price will be allowed only to the extent that it is solely attributable to any such inaccuracy or difference.

4.3.1.6 In each such case, an extension in Contract Time, but without any increase in costs due to the extension, will be allowed only to the extent that the interval of time required to proceed with the part of the Work plus the increase in the time required to perform the part of the Work affected, whether or not changed by the Change Order or Work Directive Change, exceed the time allowance set forth in paragraph 4.3.1.7 plus the float time available in the Official Schedule, provided that CONTRACTOR takes all reasonable steps to mitigate the schedule impact of delays.

4.3.1.7 CONTRACTOR shall schedule excavation and uncovering Work to begin in

sufficient time in advance of construction to allow ARCHITECT'S Review as described in paragraph 4.3.1.5, and OWNER'S issuance of a Work Directive Change or a Change Order as described in paragraph 4.3.1.5 and 4.3.1.6 in connection with a Report of obstructing existing Underground Facilities Shown or Indicated. Further, a reasonable interval of time, but not less than thirty (30) days, will be allowed to ARCHITECT and OWNER for those functions required to resolve the inaccuracy or difference.

4.3.1.8 Access to various municipal structures shall not be obstructed by CONTRACTOR to prohibit use of hydrants, valves, manholes, fire alarms, etc. CONTRACTOR is to make no connections to existing water mains or operate valves on existing mains or otherwise interfere with the operation of the existing water distribution system, without first given twenty-four (24) hours' notice to the Owners of such municipal structures and securing their approval of the proposed action.

4.3.2 Not Shown, Indicated, or Located: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents or which was not located by a notified utility owner and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.20), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ARCHITECT. ARCHITECT will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.18.

4.3.2.1 Possible Document Change: If ARCHITECT concludes that because of the newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued in accordance with Article 10 to reflect and document the consequences of the inaccuracy or difference, and provided that Owner has not exercised his right to terminate under paragraph 15.4.

4.3.2.2 Possible Price and Time Adjustments: In each such case, an increase or decrease in Contract Price will be allowed to the extent that it is attributable to any such inaccuracy or difference. Further, in each such case, a) an extension of the Contract Time and the associated increase in Contract Price, will be allowed only to the extent that the interval of time required to proceed with the part of the Work plus the increase in the time required to perform the part of the Work affected, whether or not changed by the Change Order or the Work Directive Change, exceed the time allowance set forth in paragraph 4.3.2.3, plus the float time available in the Official Schedule, provided that CONTRACTOR takes all reasonable steps to mitigate the schedule impact of the delays. b) A shortening of the Contract Time and the associated decrease in Contract Price, will be enforced only to the extent that the critical path of the Official Schedule is affected and the decrease in Contract Time will not result in a disproportionate reduction in float in other portions of the Official Schedule. If OWNER and CONTRACTOR are unable to

agree as to the amount or lengthening/reduction thereof, a claim may be made therefore as provided in Articles 11 and 12.

4.3.2.3 CONTRACTOR shall schedule excavation and uncovering Work to begin in sufficient time in advance of construction to allow ARCHITECT'S Review as described in paragraph 4.3.2, and OWNER'S issuance of a Work Directive Change or a Change Order as described in paragraph 4.3.2.2 in connection with a Report of an existing Underground Facility Not Shown or Indicated. Further, a reasonable interval of time, but not less than thirty (30) days, will be allowed to ARCHITECT and OWNER for those functions required to resolve the inaccuracy or difference.

4.4 REFERENCE POINTS: CONTRACTOR shall provide engineering surveys to establish reference points for construction which in CONTRACTOR'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ARCHITECT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - Bonds and Insurance

5.0 TERREBONNE PARISH CONSOLIDATED GOVERNMENT, DEFINED

For the purposes of this Article, the terms "Terrebonne Parish Consolidated Government," "TPCG," and "OWNER" shall include, but may not be limited to, all of the following entities and persons: the Terrebonne Parish Consolidated Government (a political subdivision of the State of Louisiana); the Terrebonne Parish Council (the governing body of Terrebonne Parish); their elected and appointed officials, all parish departments, districts, agencies, councils, boards, and commissions, officers, agents, servants, employees, and volunteers; and the elected and appointed officials, departments, officers, agents, servants, employees, and volunteers of those departments, districts, agencies, councils, boards, and commissions.

5.1 PERFORMANCE AND OTHER BONDS

5.1.1 Unless otherwise provided for in the Louisiana Public Bid Law, CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds when required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such Sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be

accompanied by a certified copy of such agent's authority.

Any bond prescribed by the Contract Documents shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the federal Register, or by a Louisiana domiciled insurance company currently possessing a rating of no less than A- in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to the percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

In addition, any surety bond written for a public works Project shall be written by a surety or insurance company that is currently licensed and approved to do business in the state of Louisiana.

For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten (10%) percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus in the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

5.1.2 If the Surety on any Bond or any insurance company providing any insurance overages furnished by CONTRACTOR is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Article, CONTRACTOR shall within five (5) days thereafter, substitute another Bond and Surety and/or insurance company, both of which shall be acceptable to OWNER. The OWNER reserves the right to mandate the cessation of all Work on the Project until the receipt of evidence of acceptable replacement Bonds and/or insurance.

5.1.3 If, at any time during the Contract Period, the CONTRACTOR fails to provide satisfactory evidence of all Bond and insurance requirements or fails to take all corrective action required by the OWNER, the OWNER reserves the right to mandate the cessation of all Work on the Project until receipt of acceptable evidence of Bonds and insurance and/or corrective action undertaken.

5.2 INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the CONTRACTOR shall protect, defend, indemnify, save, and hold harmless the OWNER from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way result from any actual or alleged act, omission, negligence, misconduct, or strict liability of CONTRACTOR, its agents, its sub-contractors, partners, servants, officers, employees, volunteers, anyone directly or indirectly employed by them, or anyone for whose acts

they may be liable, related to the performance or non-performance of the Contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the OWNER as a result of any such claims, demands, losses and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of OWNER. This indemnification does not apply to any strict liability of the Terrebonne Parish Consolidated Government. The CONTRACTOR shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for, and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suit is groundless, false, or fraudulent.

5.3 POLICIES AND CERTIFICATES

All policies and Certificates of Insurance of the Contractor/Subcontractor shall contain the following clauses:

5.3.1 The Contractor/Subcontractor's insurer will have no right of recovery or subrogation against the OWNER, Terrebonne Parish Consolidated Government (TPCG), it being the intention of the parties that the insurance policies so affected shall protect both parties and shall be primary coverage for any and all losses covered by the below described insurance. Contractor's insurers shall waive all rights against Terrebonne Parish Consolidated Government.

5.3.2 The OWNER, Terrebonne Parish Consolidated Government, shall be named as an additional insured as respects to liability arising out of activities performed by or on behalf of the Contractor: Products and completed operations of the Contractor, premises owned, occupied or used by Contractor. The Commercial General Liability Policy shall include ISO Forms CG 20 10 or its equivalent.

5.3.3 The insurance companies issuing the policy or policies shall have no recourse against the OWNER, Terrebonne Parish Consolidated Government, for payment of any premiums or for assessments under any form of policy.

5.3.4 Any and all deductibles and/or self-insured retentions in the below described insurance policies shall be assumed and be for the account of, and shall be borne solely by the Contractor/Subcontractor and at his sole expense without any right of reimbursement from the OWNER, and shall not exceed \$10,000 per policy.

5.4 INSURANCE

The Contractor/Subcontractor, prior to commencing Work, shall provide at his own expense, proof to the OWNER of the following insurance coverages required by the Contract. Insurance is to be placed with insurance companies authorized to do business and approved in the State of Louisiana with an A.M. Best's rating of no less than A:-VI. This requirement will be waived for Workers' Compensation Coverage only for those Contractors whose Workers' Compensation Coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool or the Louisiana Workers' Compensation Corporation.

Policies are to be on an Occurrence basis, Claims Made policies are not acceptable. Contractor shall provide an "All-Risk" Builder's Risk Insurance Policy covering all perils typically found and which shall include coverage for wind damage and flood.

5.4.1 All notices will name the Contractor/Subcontractor and identify the Contract Number. Insurance coverage specified in the GENERAL CONDITIONS (*AIA Document A 201, 1987 Edition*) is to be provided by the Contractor with the following minimum limits:

5.4.1.1 Workers' Compensation-Statutory in compliance with the Compensation Law of the State of Louisiana. Employer's liability to be \$1,000,000. Alternate Employer Endorsement in favor of OWNER; Waiver of Subrogation in favor of OWNER; and Thirty (30) days prior written notice of cancellation, non-renewal, and adverse material change to OWNER. Terrebonne Parish Consolidated Government and the Contractor mutually agree that it is their intention to recognize Terrebonne Parish Consolidated Government as the statutory employer of the Contractor's employees (whether direct employees or statutory employees of the Contractor) when any of the Contractor's employees are doing Work and/or providing service under this agreement.

5.4.1.2 USL&H Coverage – If the Project or any Work involves wharves, piers, docks, decking, floodwalls, levees, battures, other structures or construction near, over, contiguous to or alongside any body of water the policy shall also include USL&H coverage with minimum limits of \$1,000,000; and Maritime Employers' Liability insurance with minimum limits of \$1,000,000. The policy shall provide:

- a. Waiver of Subrogation to include any Contract in favor of Terrebonne Parish Consolidated Government; and
- b. Thirty (30) days prior written Notice of Cancellation, non-renewal or adverse material changes to Terrebonne Parish Consolidated Government by specific endorsement to the applicable policy.

5.4.1.3 Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage. This insurance shall include products/completed operations, contractual liability, personal injury, and without written prior approval of the OWNER, the Commercial General Liability coverages shall not exclude any standardized coverage included in the basic form or limit any coverages for this Project in any way that would prohibit or limit the reporting of any claim, suit and the subsequent defense and indemnity that would normally be provided by the policy. The Certificate of Insurance shall indicate which of the seven (7) coverage requirements below are not included in the policy, if any:

- 1. Premises - 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 (Ed. 11-85) shall be submitted.

Waiver of Subrogation to cover both oral and written contracts in favor of the OWNER and thirty (30) days' notice of cancellation, non-renewal, or material change. If unable to provide and grant thirty (30) days' notice of cancellation, this should be brought to the attention of the Risk Management Department for approval.

COMBINED SINGLE LIMIT (CSL)-AMOUNT OF INSURANCE REQUIRED

Type of Construction	Projects Up To \$1,000,000	Projects Over \$1,000,000
NEW BUILDING:		
Each Occurrence/Minimum Limit of	\$ 500,000	\$1,000,000
Aggregate (Applicable to this Contract ONLY)	\$500,000	\$1,000,000
RENOVATION:		
Each Occurrence/Minimum Limit of	\$ 500,000*** (Depends on Bldg. Value)	\$1,000,000*** (Depends on Bldg. Value)
Aggregate (Applicable to this Contract ONLY)	\$500,000*** (Depends on Bldg. Value)	\$1,000,000*** (Depends on Bldg. Value)

***While the minimum combined single limit of \$500,000 is required for all renovations, the value of a building shall be multiplied by ten (10%) percent 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.

The Contractor shall continue to maintain in its name Commercial General Liability and, if necessary, Commercial Umbrella Liability insurance that shall be written on ISO Occurrence Form CG 00 01 or an approved alternative, with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 general aggregate and shall, at minimum, cover liability arising from products/completed operations and liability assumed under an insured contract, for at least three (3) years following Substantial Completion of Work.

5.4.1.4 Business Automobile Liability Insurance with a combined single limit of \$500,000 per occurrence for bodily injury and property damage. This insurance shall

include for bodily injury and property damage the following coverages:

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

5.4.1.5 An Umbrella Policy may be used to meet minimum requirements.

5.4.1.6 All property losses shall be made payable to and adjusted with OWNER, TPCG.

5.4.1.7 All policies of insurance shall be approved by contracting OWNER, TPCG prior to the inception of any Work.

5.4.1.8 Other insurance required is as follows:

5.4.1.8.1 Owner's and Contractor's Protective Liability Insurance shall be furnished by the Contractor and shall name OWNER, Terrebonne Parish Consolidated Government and the ARCHITECT as Named Insured.

	Project Up To <u>\$1,000,000</u>	Project Over <u>\$1,000,000</u>
CSL - Each Occurrence	\$ 500,000	\$1,000,000
General Aggregate	\$1,000,000	\$2,000,000

Designated Project or Premises Form CG 25 11 or equivalent shall be a part of the Policy. This coverage shall be primary and non-contributory from any other insurance available to TPCG, unless that insurance is provided by a different Contractor than the one on the declarations for the same operation and Project location.

5.4.1.8.2 Except for those insurance policies which require a "per project" aggregate, all certificates of insurance for policies that contain an aggregate limit must be accompanied by a statement that the aggregate limit is not impaired, or, if the aggregate limit is impaired, to what extent. OWNER may require that any impaired aggregate(s) be replenished in its favor prior to commencement of Work and/or during the progress of the Work.

5.4.1.9 If, at any time any of the said policies shall be or become unsatisfactory to OWNER, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to OWNER, the Contractor/Subcontractor shall promptly obtain a new policy, submit the same to OWNER for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of OWNER, may be forthwith declared suspended, discontinued, or terminated. Failure of the

Contractor/Subcontractor to take out and/or to maintain 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 obligations of the Contractor/Subcontractor concerning indemnification.

5.4.2 Thirty (30) days prior notice of cancellation shall be given to OWNER by registered mail, return receipt requested, on all of the required coverage provided to OWNER in the event of cancellation, non-renewal, and/or any changes by insurers with regard to limits, terms, or conditions (material changes). All notices will name the Contractor/Subcontractor and identify the Contract Number.

5.5 INFORMATION TO BIDDERS

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

5.5.1 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" section of the contract specifications.

5.5.1.1 Builder's Risk, if applicable:

If the construction Project involves a structure of any kind, this section applies:

The Contractor will acquire Builders Risk Coverage for the full value of the Project, or in the case of a renovation, for the full value of the renovation which provides all risk coverage for direct physical loss or damage to buildings/contents or structures during the course of construction. This coverage shall not have a deductible higher than a \$5,000 per occurrence. The deductible is the responsibility of the Contractor, and should be taken into consideration when determining Contract price.

5.5.2 If any of the 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 OWNER, OWNER may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor. However, under no circumstances shall OWNER be responsible for the payment or provision of fees to any Broker, Wholesaler, Agent, or Producer involved in the placement or renewal of the policy(ies) in question.

5.5.2.1 The Contractor shall purchase and maintain boiler and machinery insurance or additional property insurance as may be required by Laws and Regulations which will include the interest of OWNER, Contractor, Subcontractor, Architect and Architect's Consultants in the Work all of whom shall be listed as insured or additional insured parties.

5.5.3 All policies and certificates of insurance SHALL BE APPROVED BY OWNER PRIOR TO THE INITIATION OF ANY WORK. If OWNER has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract Documents, OWNER shall notify the Contractor in writing within fifteen (15) days after receipt of the certificates. The Contractor shall provide a written response to OWNER with objections within ten (10) days from the date of the letter request.

5.5.4 Other coverage may be required by OWNER based on specific needs. If such other coverage is required for this Contract, that coverage will be described in the "Special Conditions" of the Contract Specifications.

5.5.6 Contractors Pollution coverage with minimum limits of \$1,000,000.00 naming TPCG as an Additional Insured due to the nature of Work being performed.

5.5.7 SUBCONTRACTORS - Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein for the Contractor.

5.5.8 CERTIFICATE OF INSURANCE AND INDEMNIFICATION AGREEMENT - Contractor shall furnish OWNER with Certificates of Insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. THESE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY OWNER BEFORE WORK COMMENCES, AND THEREAFTER UPON RENEWAL OR REPLACEMENT OF EACH REQUIRED COVERAGE. OWNER reserves the right to require complete, certified copies of all required insurance policies at any time and upon request.

5.5.9 INSURANCE REQUIREMENTS FOR CONTRACTORS - Contractors shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Bid.

5.6 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

5.6.1 COVERAGE:

5.6.1.1 Insurance Services Office Commercial General Liability coverage ("occurrence form CG 00 01"). "Claims Made" form is unacceptable. The "occurrence form" shall not have "sunset clause".

5.6.1.2 Insurance Services Office form number CA0001 covering Automobile Liability. The policy shall provide coverage for any auto 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.

5.6.1.3 Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

5.6.2 MINIMUM LIMITS OF INSURANCE: Contractor shall maintain limits no less than:

5.6.2.1 Commercial General Liability: Minimum \$500,000 combined single limit per occurrence for bodily injury, personal injury, and property damage (or higher limits depending on size of contract).

5.6.2.2 Automobile Liability: \$500,000 combined single limit per accident, for bodily injury, and property damage.

5.6.2.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana (Statutory Benefits). Employers Liability limit is to be \$1,000,000.

5.6.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS - Any deductibles or self-insured retentions must be declared to and approved by OWNER, TERREBONNE PARISH CONSOLIDATED GOVERNMENT. At the option of the OWNER, Terrebonne Parish Consolidated Government, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5.6.4 OTHER INSURANCE PROVISIONS: The policies are to contain, or be endorsed to contain, the following provisions:

5.6.4.1 General Liability and Automobile Liability Coverages:

a) OWNER is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to OWNER. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of OWNER.

b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to OWNER.

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

5.6.4.2 Workers' Compensation and Employer's Liability Coverage - The insurer shall agree to waive all rights of subrogation against OWNER for losses arising from Work performed by the Contractor for OWNER.

5.6.4.3 All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, non-renewed, voided, canceled thirty (30) days prior written notice by certified mail, return receipt requested to OWNER.

5.6.5 ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers with A.M. BEST'S RATING OF NO LESS THAN A-VI. This requirement will be waived for Workers' Compensation Coverage only for those contractors whose Workers' Compensation Coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Corporation Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

5.7 PARTIAL UTILIZATION - PROPERTY INSURANCE

If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or allowed to lapse on account of any such partial use of occupancy.

5.8 PRIMARY COVERAGE

OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.4.1.3, 5.5.1.1, and 5.5.2.1 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer shall have no rights of recovery against any of the parties named as insured or additional insured, and if the insurers require separate waiver forms to be signed by ARCHITECT, architect's consultant or subcontractor, CONTRACTOR will obtain the same.

ARTICLE 6 - Contractor's Responsibilities

6.1 SUPERVISION: CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 CONTRACTOR'S SUPERINTENDENT:

6.2.1 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ARCHITECT except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR. If OWNER, at any time objects to the superintendent, CONTRACTOR shall provide a replacement superintendent at no increase in Contract Price or Contract Time.

6.2.2 The Superintendent shall, as a minimum, be required to be present at a monthly meeting of the Owner in order to address any applicable questions which may arise during construction of the Project and to submit request for consideration and approval of any and all Applications for Payment. It shall be the Contractor's responsibility to ascertain and verify the time, date, and location of said meeting. In the event the Superintendent fails to attend the said meeting, Owner may at his option refrain from approving any outstanding Applications for Payment until the requirements of this provision are fully complied with.

6.3 WORK HOURS: CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site.

6.3.1 Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work under the Project site shall be performed during normal working hours, and CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday, legal holidays observed by the OWNER, or December 25th through January 1st of each year, without OWNER'S written consent given after prior written notice to ARCHITECT.

6.3.2 Normal working hours shall be defined as CONTRACTOR'S normal eight (8)-hour working period occurring between the hours set forth at the Pre-Construction Conference, or if none are set forth, beginning at 7:00 a.m. and ending at 5:00 p.m., exclusive of Saturdays, Sundays, or legal holidays. Work during other than normal working hours may be scheduled as a regular procedure by CONTRACTOR if he first obtains written permission from OWNER. OWNER shall be entitled to recover costs for overtime inspection related to Work done during other than normal working hours.

6.3.3 If CONTRACTOR, after reviewing the Contract Documents, and for his convenience and at no increase in Contract Price, feels that scheduled Work during other than normal Work hours will be required to complete the Work within the Contract Time, CONTRACTOR shall submit a proposed schedule for said Work with the Construction Schedule as described in Paragraph 2.6 of the General Conditions. This schedule will be reviewed for acceptance by OWNER and discussed at the Pre-Construction Conference as described in Paragraph 2.8 of the General Conditions. If the schedule is accepted by OWNER, OWNER will not seek to recover costs for

overtime inspection. OWNER'S approval of CONTRACTOR'S schedule will not be considered a basis for a change in the Contract Price. Changes in Contract Price will be resolved in accordance with Article 11 of the General Conditions.

6.3.4 If at any time subsequent to the submission of the Construction Schedule, an event within the control of CONTRACTOR occurs which, in the opinion of CONTRACTOR, requires him to request approval to schedule Work during other than normal working hours, for his convenience and at no increase in Contract Price, he shall submit at least three (3) working days in advance of overtime period proposed a revised schedule to ARCHITECT. If OWNER accepts the schedule, CONTRACTOR will be notified in writing.

6.3.5 If the Work performed during other than normal working hours is not scheduled in accordance with the procedures described above, or if CONTRACTOR'S schedule is not accepted by OWNER, OWNER will invoice CONTRACTOR for the costs of overtime inspection which will include but may not be limited to costs for engineering, resident project representatives, administrative expenses, and other related costs. In the event CONTRACTOR fails to pay such costs within thirty (30) days after receipt of an invoice from OWNER, the unpaid amount will be deducted from CONTRACTOR'S pay estimates and charged to the Contract.

6.3.6 CONTRACTOR shall light the parts of the Work performed during other than normal working hours as required to comply with the Municipality or Agency with jurisdiction.

6.4 MATERIALS, EQUIPMENT AND LABOR: CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment, and machinery, tools, appliances, fuel, power, light, heat, telephone, water, and sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.

6.5 MATERIALS AND EQUIPMENT:

6.5.1 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ARCHITECT, or any of Architect's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of subparagraphs 9.13.3 or 9.13.4.

6.5.1.1 Manufacturer's warranty for all material, products, and equipment to be furnished by the CONTRACTOR and to be incorporated into the completed Work shall be furnished to the OWNER through the CONTRACTOR.

6.5.1.2 The manufacturer of all materials, products and equipment shall furnish complete

information as to any special conditions, or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in these specifications be contrary to the manufacturer's recommendations for use of the product, the manufacturer shall at once notify the CONTRACTOR who shall forward same to the ARCHITECT for appropriate action. Lack of such notification shall be certification by the CONTRACTOR that specification requirements will be met by the material, products, and equipment under Project conditions.

6.5.1.3 Data submitted on all equipment shall include complete maintenance instructions and parts lists in sufficient detail to facilitate ordering replacements.

6.5.2 Any equipment proposed for installation by the CONTRACTOR shall meet the intent and provisions of the specifications. All equipment shall be equal in performance to that specified. Performance shall mean equal in quality of construction and materials, efficiency, ease of maintenance, reliability, and ability to meet the design parameters on which the specifications are based. Service over the life of the equipment is another factor on which the specification is based and the CONTRACTOR shall provide a written assurance that local service and a manufacturers' representative are currently available to provide service.

6.5.3 It shall be the responsibility of the CONTRACTOR to make certain that any equipment included in his Bid meets the above- listed requirements. The CONTRACTOR shall submit to the ARCHITECT a list of similar installations by the manufacturer of all major items of equipment to enable ARCHITECT to determine their compliance with these Drawings and Specifications in regard to performance, design, arrangement, and capacity. ARCHITECT's out-of-pocket expenses to investigate and inspect similar installations of major items of equipment shall be paid by the CONTRACTOR.

6.6 ADJUSTING PROGRESS SCHEDULE: CONTRACTOR shall submit to ARCHITECT for acceptance (to the extent indicated in paragraph 2.6.1) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.7 SUBSTITUTES OR "OR-EQUAL" ITEMS:

See Article 8 of Section B Instructions to Bidders.

6.8 CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to OWNER and ARCHITECT as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ARCHITECT may have reasonable objection as to their responsibility. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2 A Subcontractor or other person or organization identified in CONTRACTOR'S Bid and not objected to in writing by OWNER prior to the execution of the Agreement will be deemed acceptable to OWNER. All other Subcontractors shall be deemed to have been accepted if OWNER does not deliver a written objection thereto within forty-five (45) days after CONTRACTOR'S written identification of such Subcontractors. However, if, in accordance with the Louisiana Public Bid Law, OWNER has reasonable objection as to the responsibility of any Subcontractor whether identified in the Bid or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change in the Contract Price. After acceptance by OWNER of any particular Subcontractor, CONTRACTOR shall make no substitution without written approval of OWNER. No acceptance by OWNER of any such Subcontractor, supplier, or other person or organization shall constitute a waiver of any right of OWNER to reject defective Work.

6.9 RESPONSIBILITY OF CONTRACTOR FOR SUBCONTRACTORS AND SUPPLIERS:

6.9.1 CONTRACTOR shall be fully responsible to OWNER and ARCHITECT for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ARCHITECT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ARCHITECT to pay or to see to the payment of any moneys due any Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2 The CONTRACTOR shall coordinate the Work of Subcontractors to avoid conflicts and to assure clearances. Shop Drawings of various trades shall be compared by CONTRACTOR before submittal to the ARCHITECT for approval, to ascertain that the installation proposed does not conflict with the structured support or space requirement. The CONTRACTOR shall have full responsibility for satisfactory coordination and completion of all subcontract items.

6.9.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade. The Divisions of the Specifications are complementary, and anything mentioned or shown in a Division of the Specifications or in a Specific Trade Drawing shall be of like effect as if shown in all Divisions of the Specifications and in all Drawings.

6.9.4 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ARCHITECT and contains waiver provisions as required by paragraph 5.8. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.4.1.3 and 5.5.2.1.

6.10 PATENT FEES AND ROYALTIES: 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 in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ARCHITECT its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ARCHITECT and any one directly or indirectly employed 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 or copyrights 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 not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.11 PERMITS: Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits, and licenses including appropriate NPDES/LPDES permits. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement, CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

6.12 LAWS AND REGULATIONS:

6.12.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work including appropriate NPDES/LDPES regulations. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ARCHITECT shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

6.12.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ARCHITECT prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ARCHITECT, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

6.13 TAXES: CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.14 USE OF PREMISES: CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the Owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ARCHITECT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or by law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ARCHITECT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ARCHITECT to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

6.15 CLEANING PREMISES: During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.16 LOADING STRUCTURES: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.17 RECORD DOCUMENTS: CONTRACTOR shall maintain in a safe place at the site one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during the construction. These Record Documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ARCHITECT for reference. Upon completion of the Work, these Record Documents, samples and Shop Drawings will be delivered to ARCHITECT for OWNER.

6.18 SAFETY AND PROTECTION: CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

6.18.1 All employees on the Work and other persons and organizations who may be affected thereby;

6.18.2 All the Work and materials and equipment to be incorporated whether in storage on or off the site.

6.18.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.18.2 or 6.18.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ARCHITECT or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ARCHITECT has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.19 SAFETY REPRESENTATIVE: CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

6.20 EMERGENCIES: In emergencies affecting the safety or protection of persons, the Work, or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ARCHITECT or OWNER, is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ARCHITECT prompt written notice if any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ARCHITECT determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

6.21 SHOP DRAWINGS: After checking and verifying all field measurements, CONTRACTOR shall submit to ARCHITECT for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), five (5) copies of all Shop Drawings, unless otherwise indicated in the Supplemental Conditions, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be

identified as ARCHITECT may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specific performance and design criteria, materials, and similar data to enable ARCHITECT to review the information as required.

6.22 SAMPLES: CONTRACTOR shall also submit to ARCHITECT for review and acceptance with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.23 SHOP DRAWINGS AND SAMPLES SUBMISSION REQUIREMENTS:

6.23.1 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.23.2 At the time of each submission, CONTRACTOR shall give ARCHITECT specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ARCHITECT for review and acceptance of each such variation.

6.24 ARCHITECT'S REVIEW OF SHOP DRAWINGS AND SAMPLES:

6.24.1 ARCHITECT will review and approve with reasonable promptness Shop Drawings and samples, but ARCHITECT'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ARCHITECT and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ARCHITECT on previous submittals.

6.24.2 After his first review and comments on the Shop Drawings and samples the ARCHITECT will either give his approval in accordance with the provisions of paragraphs 6.24.1, or request changes and corrections as noted. The CONTRACTOR shall then make changes and corrections noted and return them to the ARCHITECT. If the Shop Drawings and samples are then acceptable, the ARCHITECT will return them to the CONTRACTOR, as approved. However, if further revisions are required, ARCHITECT'S cost and expenses of further review shall be paid by the CONTRACTOR.

6.24.3 ARCHITECT'S review and approval of Shop Drawings or samples shall not relieve

CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ARCHITECT'S attention to such variation at the time of submission as required by paragraph 6.23.2 and ARCHITECT has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ARCHITECT relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.23.1 and 6.23.2.

6.24.4 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ARCHITECT'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

6.25 CONTINUING THE WORK: CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

6.26 INDEMNIFICATION:

6.26.1 To the fullest extent permitted by law, the CONTRACTOR shall protect, defend, indemnify, save and hold harmless the OWNER, Terrebonne Parish Consolidated Government, including all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of CONTRACTOR, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the Contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the Terrebonne Parish Consolidated Government, all Parish Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action except those arising out of the.... solenegligence of Terrebonne Parish Consolidated Government, all Parish Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents, servants, and employees, including volunteers. The CONTRACTOR shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suite is groundless, false, or fraudulent.

6.26.2 In any and all claims against OWNER or ARCHITECT or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or

organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph 6.26 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under Workers' or Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

6.26.3 The obligations of CONTRACTOR under this paragraph 6.26 shall not extend to the liability of ARCHITECT, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications.

6.27 PROJECT MEETINGS: CONTRACTOR, along with appropriate Subcontractors, shall attend Project meetings requested by OWNER for the purpose of discussing and resolving matters concerning the various elements of the Work.

6.28 CONTRACTOR shall perform all Work under this Agreement as an independent Contractor and shall not be considered as an agent, employee, or servant of OWNER, nor shall CONTRACTOR'S subcontractors, employee's agents, or servants, be considered to be agents, employees, or servants of OWNER.

6.29 QUALITY CONTROL:

6.29.1 CONTRACTOR shall establish a quality control system, narrative in style, to perform sufficient supervision, inspection, and testing of all items of Work including that of his Subcontractors to insure conformance to applicable Specifications and Drawings with respect to the material, workmanship, construction, finish, functional performance, and identification. CONTRACTOR'S quality control system will specifically include the surveillance of the tests required in the technical provisions of the Specifications. A person shall be placed in charge of the CONTRACTOR'S quality control system and that person shall be other than the CONTRACTOR'S superintendent.

6.29.2 CONTRACTOR'S quality control will specifically include the checking, approval and coordination of all Shop Drawings, the ascertaining of the compliance of all items with specification requirements and the tests required in the technical provisions of the specifications, a procedure for preparing non-conformance reports, and completing a Daily Quality Control Report.

6.29.3 CONTRACTOR has the sole responsibility for compliance of the construction with the requirements of the Drawings and Specifications and the quality control system shall be such that this compliance is assured.

6.29.4 The quality control person shall, in the presence of the OWNER'S or ARCHITECT'S Project Representative, check all Contractor established elevations, the location of all underground pipelines and electrical conduits before covering begins, all reinforcing steel before pouring concrete, and any other item which cannot be located and inspected when Work is complete. Data obtained shall be recorded by the quality control person on the Record

Documents.

6.29.5 Within ten (10) days after the date of the Agreement, CONTRACTOR shall furnish ARCHITECT a quality control plan which shall include the name and experience record of the person in charge, procedures, instructions, and reports to be used.

6.29.6 The form of Quality Control Daily Report is shown in Exhibit "B". This form shall be completed by the CONTRACTOR and each sub-contractor. This daily report shall include complete information as to personnel and equipment being utilized on the Project along with a summary of Work activities, (i.e., footage of various pipe laid, piles driven, equipment installed etc.) for each day's Work. These daily reports shall be included with CONTRACTOR'S monthly Application for Payment. The Application for Payment will be considered incomplete and will not be processed without inclusion of the Quality Control Daily Reports.

ARTICLE 7 - Other Work

7.1 RELATED WORK AT SITE: OWNER may perform other Work related to the Project at the site by OWNER'S own forces, have other Work performed by utility owners or let other direct contracts which shall contain General Conditions similar to these. If the fact that such other Work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other Work.

7.2 ACCESS TO THE SITE: CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other Work. CONTRACTOR shall not endanger any Work of others by cutting, excavating, or otherwise altering their Work and will only cut or alter their Work with the written consent of ARCHITECT and the others whose Work will be affected.

7.3 ACCEPTANCE OF THE WORK OF OTHERS: If any part of CONTRACTOR'S Work depends for proper execution or results upon the Work of any such other CONTRACTOR or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ARCHITECT in writing any delays, defects or deficiencies in such Work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure so to report shall constitute an acceptance of the other Work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other Work.

7.4 COORDINATION:

7.4.1 Whenever Work to be performed by CONTRACTOR is dependent upon the Work of other parties, CONTRACTOR shall coordinate that Work with the dependent work to the same extent

that CONTRACTOR is required to coordinate dependent Subcontractor Work. Installation of Work by CONTRACTOR, directly or through a Subcontractor, in any given area, shall constitute acceptance by CONTRACTOR (including the Subcontractor) of all previously placed dependent work.

7.4.2 If OWNER contracts with other parties for other Work, ARCHITECT will have the authority and responsibility for coordinating activities of CONTRACTOR and those parties, unless another person or organization with specific authority and responsibility for coordination of the CONTRACTOR and those other parties is expressly designated in the Supplementary Conditions or at the Pre-Construction Conference.

7.4.3 If OWNER contracts with other parties for other Work, CONTRACTOR shall be responsible for cooperating with ARCHITECT fully in the coordination of CONTRACTOR's Submittals with dependent Submittals of those other parties whose Work in any way relates or depends upon the Work, or visa versa. When submitted to ARCHITECT any such coordinated Submittal of CONTRACTOR shall identify by specific notation, within or attached to that Submittal, each and every item of interface with the other Work.

7.5 MUTUAL DUTIES AND RESPONSIBILITIES:

7.5.1 If CONTRACTOR causes damage to the Work or property of others, or if a claim arising out of CONTRACTOR's execution of Work is made by another party against CONTRACTOR, OWNER, or ARCHITECT, CONTRACTOR shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. CONTRACTOR shall defend, indemnify, and hold harmless OWNER, ARCHITECT and others as provided in paragraph 5.2, from and against all claims arising out of or resulting from damage by CONTRACTOR to the Work or property of others or from CONTRACTOR's execution of the Work.

7.5.2 If another party causes damage to Work or property of CONTRACTOR, or if the performance of other Work results in any claim by CONTRACTOR, CONTRACTOR shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. CONTRACTOR shall not begin any action against OWNER or ARCHITECT, their consultants, agents or any of their directors, officers, shareholders, agents or employees, or others indemnified as provided in paragraph 5.2, or permit any action against them to be maintained in CONTRACTOR's name or for CONTRACTOR's benefit before any court or tribunal, which action seeks to impose any liability or recover any damages from OWNER or ARCHITECT for such claim.

7.5.3 Except as excluded in paragraph 7.5.4, if any party performing other Work causes suspension of Work resulting in unreasonable delay under the circumstances, and if, upon a request from CONTRACTOR, OWNER concludes that any such delay requires a change in Contract Price or Contract Time, OWNER shall, pursuant to Articles 10 through 12, authorize such a change in Contract Price or Contract Time, or both.

7.5.4 If a party performing other Work is granted an extension in a contract time only (based on unreasonable delay under circumstances not caused in whole or in part by acts or omissions of

that party, OWNER, ARCHITECT or OWNER's representative on that other work), and if, upon a request from CONTRACTOR, OWNER concludes that the extension granted to the other Work requires a change in a coterminous Contract Time in the Contract Documents, OWNER shall authorize the necessary change in Contract Time only.

7.6 CONTRACTOR'S RESPONSIBILITY FOR OWNER COSTS: If CONTRACTOR becomes involved in settling or otherwise resolving claims with other persons performing other Work arising out of events covered under paragraphs 7.5.1 or 7.5.2, or because of any other similar controversy, including damage to the Work or other Work or a dispute about responsibility for clean-up or any other issue, neither OWNER, ARCHITECT, nor any of their consultants, agents nor any of their directors, officers, stockholders nor employees will be involved in any way in such actions (except if subpoenaed). If OWNER incurs costs contrary to the provisions of this Article, CONTRACTOR shall reimburse those costs to the OWNER.

ARTICLE 8 - Owner's Responsibilities

8.1 Written communications from OWNER to CONTRACTOR will generally be issued through ARCHITECT. If the need arises to issue written communication directly, a copy will be issued concurrently to ARCHITECT. Written communications from CONTRACTOR to OWNER shall be issued to ARCHITECT (and include two (2) copies for OWNER); from Subcontractor or Suppliers shall be issued through CONTRACTOR.

8.2 In case of termination of the employment of ARCHITECT, OWNER shall appoint another ARCHITECT whose status under the Contract Documents shall be that of the former ARCHITECT. Any dispute in connection with such appointment shall be subject to the provisions of Article 16.

8.3 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4 OWNER'S duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ARCHITECT in preparing the Drawings and Specifications.

8.5 OWNER is obligated to execute Change Orders, either unilateral or negotiated, in OWNER's sole discretion, covering necessary changes in the Work.

8.6 OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7 In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 - Architect's Status during Construction

9.1 OWNER'S REPRESENTATIVE: The OWNER will provide an OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER.

9.2 VISITS TO SITE: In addition to the OWNER's representative, ARCHITECT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Neither the OWNER's representative nor the ARCHITECT will be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ARCHITECT'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ARCHITECT will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

9.3 PROJECT REPRESENTATION: OWNER may furnish a Resident Project Representative to assist ARCHITECT in observing the performance of the Work.

9.4 CLARIFICATIONS AND INTERPRETATIONS: ARCHITECT will issue with reasonable promptness such written clarification of interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ARCHITECT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12 of the General Conditions.

9.5 AUTHORIZED VARIATIONS IN WORK:

9.5.1 ARCHITECT may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 or 12.

9.5.2 ARCHITECT shall prepare Change Orders at OWNER'S request, and when required by the Contract Documents, ARCHITECT shall set the price and/or time adjustments he deems reasonable.

9.6 REJECTING DEFECTIVE WORK: ARCHITECT, based on its observations, reports of

resident architect(s) and/or reports of Resident Project Representative(s) will have authority to disapprove or reject Work at any time during the construction of the Work, which does not conform to the Contract Documents. ARCHITECT will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.9, whether or not the Work is fabricated, installed, or completed. When CONTRACTOR has been notified by ARCHITECT of disapproval or rejection of non-conforming Work, CONTRACTOR shall take immediate action to correct same.

9.7 SHOP DRAWINGS: In connection with ARCHITECT'S responsibility for Shop Drawings and samples, see paragraphs 6.21 through 6.25, inclusive.

9.8 CHANGE ORDERS: In connection with ARCHITECT'S responsibilities for Change Orders, see Articles 10, 11 and 12.

9.9 PAYMENTS: In connection with ARCHITECT'S responsibilities in respect of Applications for Payment, etc., see Article 14.

9.10 DETERMINATIONS FOR UNIT PRICES: ARCHITECT will determine the actual quantities and classifications of unit price Work performed by CONTRACTOR. ARCHITECT will review with CONTRACTOR ARCHITECT'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application of Payment or otherwise). ARCHITECT'S written decision will be final and binding on CONTRACTOR, unless within ten (10) days after the date of any such decision, CONTRACTOR delivers to the ARCHITECT and OWNER written notice of intention to appeal the ARCHITECT'S decision.

9.11 DECISIONS ON DISPUTES: ARCHITECT will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ARCHITECT in writing with a request for a formal decision in accordance with this paragraph, which ARCHITECT will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ARCHITECT and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ARCHITECT and the other party within sixty (60) days of after such occurrence unless ARCHITECT allows an additional period of time to ascertain more accurate data in support of the claim.

9.12 When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ARCHITECT will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ARCHITECT pursuant to paragraph 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the

Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

9.13 LIMITATIONS ON ARCHITECT'S RESPONSIBILITIES:

9.13.1 Neither ARCHITECT'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ARCHITECT in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ARCHITECT to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.13.2 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe requirement, direction, review or judgment of ARCHITECT as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ARCHITECT any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13.3 or 9.13.4.

9.13.3 ARCHITECT will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ARCHITECT will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.4 ARCHITECT will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 - Changes in the Work

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by a Change Order, Field Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.1 CHANGE ORDERS: Change orders may be issued by OWNER in one (1) of the following manners:

10.1.1 Bilateral Change Order: Type of order issued to CONTRACTOR when OWNER and CONTRACTOR have agreed on the price and time adjustment made necessary by the particular Change Order.

10.1.2 Unilateral Change Order: Type of order issued to CONTRACTOR when OWNER and CONTRACTOR cannot agree on the price and/or time adjustment necessitated by the particular Change Order, within the scope of the Project. The OWNER will issue the unilateral Change Order setting forth such price and/or time adjustments that ARCHITECT shall deem reasonable. Any dispute in connection with the issuance of a unilateral Change Order shall be subject to the provisions of paragraph 9.11 and Article 16.

10.2 CHANGE ORDER CLAIM: If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change or Change Order, a claim may be made therefore as provided in Article 11 or Article 12.

10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.20 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4 OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

10.4.1 Changes in the Work which are ordered by OWNER pursuant to Article 10, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14 or are agreed to by the parties;

10.4.2 Changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3 Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ARCHITECT pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.25.

10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.6 WRITTEN PROPOSALS: At any time, ARCHITECT may request a quotation from CONTRACTOR for a proposed change in the Work. Within fifteen (15) calendar days after receipt of a Notice of a Proposed Change, unless otherwise indicated in the Notice, CONTRACTOR shall submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time corresponding to the proposed change. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or

indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with the requirements of Articles 11 and 12 and in sufficient detail to reasonably permit an analysis by ARCHITECT of all material, labor, equipment, subcontract, and overhead costs and fees and shall cover all aspects of the Work involved in the change, whether such was deleted, added, changed, or impacted. Any amount claimed for subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit an analysis of impact. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed quotation will not constitute a basis for an increase in Contract Time.

10.7 FIELD ORDER: ARCHITECT may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order or in the approval of a Shop Drawing or Sample, and shall be binding on CONTRACTOR. CONTRACTOR shall proceed with the performance of the changes in the Work so authorized by ARCHITECT unless CONTRACTOR believes that such Field Order or approved Shop Drawing or Sample entitles him to a change in the Contract Price or Time, or both, in which case CONTRACTOR shall give ARCHITECT a written Notice of a Proposed Change thereof along with supporting documentation within three (3) days of receipt of the Field Order or the approved Shop Drawing or Sample and prior to commencing Work. CONTRACTOR shall document the basis for the change in Contract Price or Time in accordance with paragraph 10.6 and the requirements of Article 11 and Article 12. Request for a Change Order to adjust Contract Price or Time arising out of a Field Order or an approved Shop Drawing will not be considered without the attachment thereto of a copy of the referenced Field Order or approved Shop Drawing. No claim by CONTRACTOR will be allowed if The Notice of a Proposed Change is submitted after Work on the Field Order or the approved Shop Drawing or Sample has commenced, or after Final Payment under this Agreement.

10.8 CONTRACTOR'S ACCEPTANCE OF A CHANGE ORDER: The increase or decrease in Contract Price or Contract Time, or both stated in a Change Order signed by CONTRACTOR shall unequivocally comprise the total price and/or time adjustment due or owed for the Work or changes defined in the Change Order. By executing a Change Order, CONTRACTOR acknowledges and agrees that the stipulated increases or decreases in Contract Price and/or time represent full compensation for all increases or decreases in the cost of or the time required to perform the entire Work under the Contract arising directly or indirectly from the change, including the costs and delays associated with the interruption of schedules, extended overheads, delay, loss of momentum, acceleration to overcome delays and loss of momentum, and cumulative impacts or ripple effect on all other non-affected Work under this Contract. Such signing of a Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the Work as set forth in the Contract Documents. Acceptance of this waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR will waive all rights to file a claim on the Change Order after it is properly executed by OWNER and CONTRACTOR

10.9 If upon the review of any proposal or claim submitted by CONTRACTOR, ARCHITECT or OWNER determines that an adjustment or that no adjustment in Contract Price or Contract Time is justified under the Contract Documents, that determination shall be final and binding on CONTRACTOR unless CONTRACTOR files a subsequent written notice of claim in the form of a Notice of Proposed Change in accordance with Articles 11 and 12, referencing the disputed determination, and CONTRACTOR furnishes any additional supporting data requested by ARCHITECT or OWNER.

ARTICLE 11 - Change of Contract Price

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order. CONTRACTOR shall notify ARCHITECT by means of a Written Notice of a Proposed Change within fifteen (15) days, or earlier if so required elsewhere in the Contract Documents, of the occurrence of an event which CONTRACTOR believes entitles him to a change in the Contract Price. Supporting data shall be delivered within fifteen (15) days of such notice or within thirty (30) days of such occurrence, whichever is later, unless OWNER allows an additional period of time to ascertain accurate cost data. CONTRACTOR must prove that additional costs were necessarily incurred which meet the criteria set forth in Paragraph 10.4, despite CONTRACTOR'S reasonable, prudent, and diligent efforts to prevent such costs. Failure of CONTRACTOR to comply with the time requirements for written Notice of a Proposed Change or for submittal of supporting data shall be considered to be a waiver by CONTRACTOR of any claim for an addition to the Contract Price.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one (1) of the following ways:

11.3.1 LUMP SUM PRICES INCLUDED IN THE CONTRACT: Where the Work involved is covered by lump sum prices included in the Proposal Documents, Schedule of Contract Items and Unit Price; the Contract Price shall be adjusted by the lump sum prices.

11.3.2 UNIT PRICES INCLUDED IN THE CONTRACT: Where the Work involved is covered by unit prices included in the Proposal Documents, Schedule of Contract Items and Unit Price, and the actual quantities required differ from that shown on the Proposal Documents, or those indicated in the Contract Documents, the Contract Price shall be adjusted by application of unit prices to the actual quantities of the items involved.

11.3.3 NEGOTIATED UNIT PRICES: If the Work involved is not covered by unit prices contained in the Contract Documents, unit prices may be negotiated on the basis of costs estimated in accordance with this Article 11.

11.3.4 NEGOTIATED LUMP SUM: If the Contract Price is adjusted on the basis of an agreed to Lump Sum, and the costs are estimated in accordance with this Article 11.

11.3.5 COST OF THE WORK: If OWNER and CONTRACTOR cannot agree that any of the methods described in 11.3.1, 11.3.2, 11.3.3 or 11.3.4 above are appropriate for the proposed Work, OWNER may direct CONTRACTOR to proceed on the basis of actual costs in accordance with Article 11.

11.3.6 UNILATERAL CHANGE ORDER: If OWNER and CONTRACTOR cannot agree on the price and/or time adjustment necessitated by the particular proposed Change Order, the OWNER may issue a unilateral Change Order setting forth such price and/or time adjustments that ARCHITECT shall deem reasonable.

11.4 COST OF THE WORK: The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 The Cost of the Work involved includes payroll costs for CONTRACTOR's craft labor, including foremen, assigned to the site and engaged in furnishing and incorporating materials or equipment in the Work involved. Labor Work hours shall not exceed current "Means open Shop Building Construction Cost data" applicable to the Work involved. Payroll costs shall include wages and may include those labor burdens expressly certified in advance by a duly authorized financial representative of CONTRACTOR and so approved by OWNER. Examples of labor burdens include social security, unemployment taxes, worker's compensation, health and retirement benefits, vacation, and holiday pay. When determining actual payroll costs under paragraph 11.3.5: (a) contemporaneously, daily time sheets certified by CONTRACTOR and verified by ARCHITECT along with certified payroll records shall be valid records; (b) after-the-fact daily time sheets shall be valid only if they expressly correlate to the Work involved, and if recorded at that time and used for payroll.

11.4.2 The Cost of the Work involved includes payments by CONTRACTOR to Suppliers for material and equipment used in the Work involved, including transportation, storage, and necessary Suppliers' field services. All trade discounts, rebates and refunds and all returns from sale of surplus items shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained. If required by OWNER, CONTRACTOR shall obtain Bids for designated materials or equipment and nominate at least two (2) Suppliers for selection by OWNER. When determining actual Supplier costs, invoices segregating items associated with the Work involved shall be the record upon which to base actual costs.

11.4.3 The Cost of the Work involved includes payments made by the CONTRACTOR to Subcontractor for the Work involved performed by the Subcontractor. The methods for calculating Subcontractors' costs shall be the same as for CONTRACTOR costs, except that the term Subcontractor shall replace the term "CONTRACTOR", context permitting. If OWNER requires, CONTRACTOR shall obtain detailed competitive sub-bids and nominate at least two (2) Subcontractors for the performance of any Work involved for selection by OWNER.

11.4.3.1 All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Construction Equipment Costs: The Cost of the Work involved includes costs for individual construction equipment with replacement value in excess of \$1,000,000. Transportation, loading and unloading, installation, dismantling and removal costs shall be allowed only if prior consent is obtained from ARCHITECT, and if equipment is, or was, transported to the site solely for the Work involved. Shipping costs will be allowed if the equipment requires the use of a carrier, and provided the travel distance does not exceed that for equipment in Terrebonne Parish. When multiple attachments are used, only the highest cost attachment shall be recoverable. Equipment costs shall cease when the equipment is no longer needed for the Work involved. Payroll costs for labor operating the equipment are as specified in paragraph 11.4.1. Equipment costs shall be computed using the same accounting and estimating rules and prices, whether related to added or deleted Work.

11.4.4.1 When determining actual construction equipment costs under paragraph 11.3.5: (a) contemporaneously, daily logs of the equipment, operators, and actual usage, verified by ARCHITECT, shall be the valid records; (b) after-the-fact, such daily records shall be valid only if developed when the Work involved was performed and used for accounting purposes.

11.4.4.2 Rented or owned equipment at the site, idled solely by actions of OWNER or ARCHITECT, shall be paid at the rates for rented equipment, or based on fifty percent (50%) of the rates for owned equipment, respectively, provided that the idle period exceeds that normally experienced for such equipment and occurs during normal working hours.

11.4.4.3 Rented or Leased Construction Equipment: Construction equipment rented or leased from third parties shall be priced using either the specific rates negotiated between OWNER and CONTRACTOR (based on the actual rental or lease agreements), or in the event that no agreement is reached, using those rates listed in the Rental Rate "Blue Book" published by Dataquest, Inc. for the region covering the New Orleans metropolitan area and applicable to the equipment (model number and year), but in no event shall the rate exceed those issued by local equipment rental companies within Terrebonne Parish. The equipment rate for second or third shift Work shall not exceed fifty percent (50%) of the base rate. Operating costs shall not exceed the hourly operation rate in the Blue Book. Hourly rates for equipment previously in use on the Work for at least a month shall be based on the monthly rate divided by 176 hours. Equipment previously in use for only one (1) week or not previously in use at the site shall not be invoiced to OWNER at rates higher than the following schedule of equipment use and payment category: applicable to equipment listed in the Rental Rate "Blue Book"

Less than eight (8) hours	Hourly Rate
One (1) day but less than seven (7) days	Daily Rate
One (1) week but less than thirty (30) days	Weekly Rate
Thirty (30) days or more (when in use)	Monthly Rate

11.4.4.4 Owned Construction Equipment: Construction equipment Owned by CONTRACTOR, or rented or leased from lessors associated with or owned by CONTRACTOR, shall be priced using either the specific rates negotiated between OWNER and CONTRACTOR (based on rates consistent with CONTRACTOR's normal accounting practices), or in the event that no agreement is reached, using the rates listed in the "Contractor's Equipment Cost Guide" published by Dataquest, Inc. for the region covering the New Orleans metropolitan area, but in no event shall the equipment ownership costs exceed rental rates of local equipment rental companies within Terrebonne Parish and operating costs shall not exceed the hourly operation rate in the Blue Book. For multiple shifts, rates shall not exceed the shift Work adjustments recommended in the "Contractor's Equipment Cost Guide".

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Costs of field supplies and purchase costs (less market value if not consumed) of tools individually valued at less than \$1,000 that are not owned by the workers, if CONTRACTOR provides an itemized list of the field supplies and tools required for the performance of the Work involved; however, no such costs shall be allowed over four (4%) percent of the labor costs under paragraph 11.4.1, excluding burdens, unless CONTRACTOR furnishes detailed data sufficient to allow verification that a higher percentage is appropriate for the Work involved.

11.4.5.3 Sales, consumer, use, or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.4 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.5 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.6 The costs of utilities, fuel, and sanitary facilities at the site.

11.4.5.7 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Work.

11.4.5.8 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work, all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.8 above).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.5.7 Attorney's Fees and/or Court Costs.

11.5.8 Costs or fees of consultants retained or utilized by CONTRACTOR, or his agents, for the purpose of making or filing a claim against OWNER, pursuing litigation, or defending any claim and/or dispute.

11.5.9 CONTRACTOR shall not be allowed to include as part of the Cost of the Work involved any construction equipment or supplemental costs that cannot be shown to increase on account of, or are not directly attributable to, the performance of the Work involved. Payroll costs for the full-time resident superintendent included within the requirements of paragraph 6.2.1 are but one (1) example of such costs.

11.6 CONTRACTOR'S FEE: The CONTRACTOR'S fee allowed to CONTRACTOR for

overhead and profit shall be determined by negotiations. The objective of negotiations shall be the exercise of sound business judgment including a fair and reasonable profit based on assumptions of risk, exposure to weather, size of the change, percent of subcontracted work, equipment requirements, and time of performance. In no case, however, shall the fee for overhead and profit exceed the following percentages of the various portions of the Cost of the Work:

11.6.1 For costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR'S fee shall not exceed fifteen (15%) percent;

11.6.2 For costs incurred under paragraph 11.4.3, and for Work performed by a CONTRACTOR'S Subcontractor, the CONTRACTOR'S fee shall not exceed ten (10%) percent and the Subcontractor's fee shall not exceed fifteen (15%) percent; for costs incurred under paragraph 11.4.3, and Work performed by a Subcontractor's Subcontractor, the CONTRACTOR'S and the Subcontractor's fee shall not exceed five (5%) percent and five (5%) percent, and the Subcontractor's Subcontractor's fee shall not exceed fifteen (15%) percent.

11.6.3 No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4 and 11.5.

11.6.4 The amount of credit to be allowed by CONTRACTOR to OWNER for any such a change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S fee in accordance with the following:

11.6.5 When both additions and credits are involved in one change, and the additions exceed the credits, the adjustment in CONTRACTOR'S fee shall be computed on the amount by which the additions exceed the credits, except that no adjustments shall be allowed on the costs developed in accordance with paragraph 11.3.1;

11.6.6 When both additions and credits are involved in one change, and the credits exceed the additions, CONTRACTOR will be allowed to retain fee on the amount by which the credits exceed the additions, except that no adjustment shall be allowed on the costs developed in accordance with paragraph 11.3.1 or 11.3.2.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ARCHITECT an itemized cost breakdown together with supporting data.

11.8 RESERVED

11.9 UNIT PRICE WORK:

11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of

comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ARCHITECT in accordance with Paragraph 9.10.

11.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

11.9.3 Unit Prices contained in the initial Contract shall not be changed under any circumstances. (Reference Louisiana Public Bid Law).

11.9.4 If CONTRACTOR believes a variation from estimated quantities of Unit Price Work is such as to require an increase in the Contract Time, CONTRACTOR shall within seven (7) days of knowledge of the variation in quantities, submit a written Notice of a Proposed Change to ARCHITECT, and proceed to substantiate his claim within fifteen (15) days of the delivery of the notice with the analysis and documentation required in this Section of the General Requirements.

ARTICLE 12: Change of Contract Time

12.1 The Contract Time may only be changed by a Change Order. Any claim or request for an extension in the Contract Time shall be based on a written Notice of a Proposed Change delivered to ARCHITECT within seven (7) days, or earlier if so required in the Contract Documents, of the occurrence of the event giving rise to the request or claim. Supporting data as to the extent of the request or claim shall be delivered within fifteen (15) days of such Notice, or within twenty-two (22) days of the event giving rise to the occurrence, whichever is later, unless ARCHITECT allows an additional period of time to ascertain more accurate data. CONTRACTOR must prove that extensions to the Contract Time have materialized which meet the combined criteria set forth in paragraph 12.2 below and Official Progress Schedules of the General Requirements, despite CONTRACTOR'S reasonable, prudent, and diligent efforts to prevent or overcome such delays. Failure of CONTRACTOR to comply with the time requirements for written Notice or for submittal of supporting data shall be considered to be a waiver by CONTRACTOR of any claim for an extension in the Contract Time.

12.2 The Contract Time will be extended in an amount equal to the time lost due to delays beyond the control and without the fault of CONTRACTOR, and which CONTRACTOR could not have guarded against, if a claim is made therefore as provided in Paragraph 12.1 and is substantiated to the satisfaction of OWNER. Such delays may include, but not limited too, unusually severe weather, sink holes, archaeological finds, acts of God, acts of the public enemy, acts of OWNER in either its sovereign or contractual capacity, furnishing of lands, right-of-way or easements by OWNER, acts of another CONTRACTOR in the performance of a Contract with OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Subcontractors or Suppliers at any tier arising from causes other than normal weather beyond the control and without the fault or negligence of both CONTRACTOR and such Subcontractors and Suppliers; and further provided that:

12.2.1 The Contract Time is extended only to the extent that the delay is unreasonable under the

Contract, which is the extent the delays set forth in paragraph 12.2 above exceed the Total Float Time available in the Official Schedule and extend completion of the Work, or specified part of the Work, beyond the corresponding Contract Time.

12.3 If upon evaluation of CONTRACTOR's analysis, OWNER justifies an extension in Contract Time under paragraph 12.1 through 12.3 for delay not caused in whole or in part by acts or omissions within the control of OWNER or ARCHITECT, the OWNER shall authorize the necessary change in Contract Time only.

12.4 COMPENSABLE DELAY:

12.4.1 Unless otherwise excluded in the Contract Documents, an extension in Contract Time may be combined with an increase in Contract Price to the extent the delay was not concurrent with CONTRACTOR delay, was caused in whole or in part by acts or omissions within the control of OWNER or ARCHITECT and is due to one (1) of the following: Underground Facilities that are not shown (i.e., previously unknown); an emergency; objection, for OWNER's convince, to a Subcontractor, historic resources, uncovering of work not found to be defective under paragraph 13.9; delay under paragraph 7.5.3 or any other suspension of Work; changes in the Work; differing site conditions; and variation in quantities.

12.4.2 Changes in Contract Price for extensions in Contract Time may include increase in the Cost of the Work, as provided in Article 11, related to the extension in Contract Time, but shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuous basis but primarily used in the furnishing and incorporating of materials/equipment into the Work, (b) operating costs and owned/rental costs of construction equipment used solely in the furnishing and incorporating of materials/equipment into the Work (crane used for specific lifts, concrete pump used for specific pours, etc.), and fully paid site facilities, tools, etc.

12.4.3 If a delay meeting the conditions of paragraph 12.4.1 delays Substantial Completion of the Work beyond the Contract Time for Substantial Completion, OWNER shall negotiate with CONTRACTOR the reimbursement of an amount to cover administrative costs (under paragraphs 11.5.1 through 11.5.4) that will be or were unabsorbed prior to the expiration date of that Contract Time. Reimbursement shall be based on the lesser of (a) five percent (5%) times that portion of the Contract Price remaining un-billed, less retainage, prior to the expiration of that Contract Time, or (b) the product of that un-billed portion of the Contract Price times the (company wide) ratio of CONTRACTOR's administrative costs to billings, or (c) that amount derived by an application of the Eichleay formula.

12.4.4 CONTRACTOR shall not recover from OWNER (a) acceleration costs incurred to overcome delays which warrant extensions in Contract Time but exclude changes in Contract Price, (b) escalation costs for any part of the Work not delayed beyond the Late Dates in the Official Schedule, or (c) delay costs not expressly allowed in this Article.

ARTICLE 13 - Warranty and Guarantee; Tests and Inspections: Correction, Removal or Acceptance of Defective Work

13.1 WARRANTY AND GUARANTEE: CONTRACTOR warrants and guarantees to OWNER and ARCHITECT that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of observed defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

13.1.1 The obligations of CONTRACTOR under this Paragraph 13.1 shall be in addition to and not in limitation of any obligation imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

13.1.2 In special circumstances where a particular item of equipment or part of the Work reaches Substantial Completion upon successful performance of Pre-Operational Testing, and notwithstanding anything in the Contract Documents to the contrary, CONTRACTOR shall maintain the particular item of equipment or part of the Work in good order and in proper working condition during the period between Substantial Completion and Initiation of Operation, and for such maintenance CONTRACTOR shall receive no adjustment to the Contract Price.

13.1.3 The warranty or guarantee provided by CONTRACTOR under Paragraph 13.1 of the General Conditions shall remain in full effect throughout the period from the date of Initiation of Operation of the entire Work to the end of the Correction Period (as that term is defined in these General Conditions.

13.2 ACCESS TO WORK: ARCHITECT and ARCHITECT'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection, and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 NOTICE OF TESTS AND INSPECTIONS: CONTRACTOR shall give ARCHITECT timely notice of readiness of the Work for all required inspections, tests, or approvals.

13.4 TESTS AND INSPECTIONS: If any laws or regulations of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested, or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ARCHITECT the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER'S or ARCHITECT'S acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval to CONTRACTOR'S purchase thereof for incorporation in the Work.

13.4.1 All construction testing and certifications required under the Specifications shall be performed by Certified Technicians from an Independent Testing Laboratory. The CONTRACTOR shall propose a private testing laboratory in writing to the ARCHITECT, together with a copy of the instruction provisions of his proposed sub-agreement, so that the ARCHITECT may determine the proper instructions are included in compliance with the

specification. Upon approval by the ARCHITECT, the CONTRACTOR shall cooperate the with testing laboratory by furnishing material for testing, space for storage and transportation of the samples as necessary. Compensation for testing and certification shall be included within price Bid for associated items of Work. No separated measurement or additional compensation shall be allowed.

13.4.2 The Testing Laboratory shall submit to the ARCHITECT three (3) typed copies and to the CONTRACTOR one (1) typed copy, of all applicable test data, certifications, and reports as required. All required test data and material certifications for each respective item of Work must be submitted to the ARCHITECT prior to Application for Payment. Any applications not accompanied by required test data and/or certifications shall be recommended for payment at an amount not to exceed fifty (50%) of Contract until cost of required test data and certifications are submitted and subsequently approved.

13.4.3 Upon completion of the Project and prior to Substantial Completion, the testing laboratory shall address a letter to the OWNER in which the laboratory shall certify that all testing and certification requirements of the specification have been satisfactorily met.

13.4.4 The CONTRACTOR is cautioned to provide termination provisions in its sub-agreement with the testing laboratory. In the event that the testing services prove not up to recognized standards, the ARCHITECT reserves the right to withdraw his approval and require another laboratory be furnished by the CONTRACTOR at no increase in Contract Price.

13.5 All inspections, tests, or approvals other than those required by laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ARCHITECT if so specified).

13.6 If any Work (including the Work of others) that is to be inspected, tested or approved is covered without written concurrence of ARCHITECT, it must, if requested by ARCHITECT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ARCHITECT timely notice of CONTRACTOR'S intention to cover the same and ARCHITECT has not acted with reasonable promptness in response to such notice.

13.7 Neither observations by ARCHITECT nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

13.8 UNCOVERING WORK: If any Work is covered contrary to the written request of ARCHITECT, it must, if requested by ARCHITECT, be uncovered for ARCHITECT'S observation and replaced at CONTRACTOR'S expense.

13.9 PAYMENT FOR UNCOVERING WORK: If ARCHITECT considers it necessary or advisable that covered Work be observed by ARCHITECT or inspected or tested by others, CONTRACTOR, at ARCHITECT'S request, shall uncover, expose, or otherwise make available for observation, inspection or testing as ARCHITECT may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is

defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction, (including but not limited to fees and charges of Engineers, Architects, Attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price of an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

13.10 OWNER MAY STOP THE WORK: If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party. In the event the OWNER stops the Work pursuant to this paragraph 13.10, CONTRACTOR shall not be entitled to delay damages, including without limitation, demands for extended job site overhead, home office overhead, cumulative impacts, loss of productivity and efficiency, learning curve impacts, equipment down time and/or interest penalties, occasioned directly or indirectly by the Stop Work Order.

13.11 CORRECTION OR REMOVAL OF DEFECTIVE WORK: If required by ARCHITECT, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ARCHITECT, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court costs) made necessary thereby. CONTRACTOR shall not be entitled to time extension of the Contract Time for correction or removal of defective Work.

13.12 ONE (1) YEAR CORRECTION PERIOD: If within the period from the date of Substantial Completion of a particular item of equipment or a designated part of the work to one (1) year after the date of Initiation of Operation for the Project, the particular item of equipment or designated part of the Work is found to be defective, CONTRACTOR shall promptly, without an adjustment in Contract Price and in accordance with ARCHITECT'S written instructions, either correct such defective Work, or if it has been rejected by ARCHITECT, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR.

13.12.1 Subject to the conditions set forth in paragraphs 13.1.2 and 13.1.3 and the adjustments

described in Subparagraphs 13.12.2, below, the Correction Period shall be one (1) year.

13.12.2 Unless another date is indicated in the Contract Documents the date the Work is Substantially Complete shall be the date for Initiation of Operation to occur. However, OWNER may at its sole option advance or delay the date for Initiation of Operation, and CONTRACTOR'S obligations to extend warranties and guarantees in accordance with paragraph 13.1.2 and 13.1.3 or to maintain the Work in accordance with paragraph 13.1.2 until then shall remain absolute. Applicable Change Orders shall be executed by the parties to adjust the Contract Price, as appropriate.

13.12.3 CONTRACTOR'S responsibilities under the paragraph 13.12, including sub-paragraphs, are in addition to, not in lieu of, all other obligations imposed by these Contract Documents, or imposed by applicable State laws.

13.13 ACCEPTANCE OF DEFECTIVE WORK: If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ARCHITECT'S recommendations of final payment, also ARCHITECT) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by ARCHITECT as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys, and other professionals). If any such acceptance occurs prior to ARCHITECT'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.14 OWNER MAY CORRECT DEFECTIVE WORK: If CONTRACTOR fails within a reasonable time after written notice of ARCHITECT to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ARCHITECT in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven (7) days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents, and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies shall be charged against CONTRACTOR in an amount approved as to reasonableness by ARCHITECT, and a Change Order shall be issued incorporating the necessary revisions in the Contract

Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. Such direct, indirect, and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys, and other professionals, all court and arbitration costs and all costs of repair and replacement of Work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

ARTICLE 14 - Payments to Contractor and Completion

14.1 SCHEDULE OF VALUES: The Schedule of Values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ARCHITECT. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.2 APPLICATION FOR PROGRESS PAYMENT: At least fifty-five (55) days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ARCHITECT for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ARCHITECT may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER'S title to the material and equipment and protect OWNER'S interest therein, including applicable insurance. Only major items of material and equipment to be incorporated in the Project will be eligible for payment. These items must be easily accountable by the ARCHITECT. Payment for these materials will be invoice prices for the material, submitted with the request for payment, which price shall not exceed the appropriate portion of the Contract items in which such materials are to be incorporated. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

14.2.1 Notwithstanding any other provisions of these Contract Documents to the contrary, OWNER is under no duty or obligation whatsoever to any Subcontractor, laborer, or other party to ensure that payments due and owing by CONTRACTOR to any of them are or will be made. Such parties shall rely only on CONTRACTOR'S surety bonds for remedy of nonpayment by CONTRACTOR.

14.3 CONTRACTOR'S WARRANTY OF TITLE: CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.4 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT: ARCHITECT will, within

ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ARCHITECT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and re-submit the Application. Forty-five (45) days after presentation of the Application for Payment with ARCHITECT'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5 ARCHITECT'S recommendation of any payment requested in an Application for Payment will constitute a representation by ARCHITECT to OWNER, based on ARCHITECT'S on-site observations of the Work in progress as an experienced and qualified design professional and on ARCHITECT'S review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ARCHITECT'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ARCHITECT will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work beyond the responsibilities specifically assigned to ARCHITECT in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6 ARCHITECT'S recommendation of Final Payment will constitute an additional representation by ARCHITECT to OWNER that the conditions precedent to CONTRACTOR'S being entitled to Final Payment as set forth in paragraph 14.13 have been fulfilled.

14.7 ARCHITECT may refuse to recommend the whole or any part of any payment if, in ARCHITECT'S opinion, it would be incorrect to make such representations to OWNER. ARCHITECT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify and such payment previously recommended, to such extent as may be necessary in ARCHITECT'S opinion to protect OWNER from loss because:

14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

14.7.2 the Contract Price has been reduced by Change Order,

14.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4 of ARCHITECT'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

14.7.5 OWNER may refuse to make payment of the full amount recommended by ARCHITECT because claims have been made against OWNER, or OWNER has claims against CONTRACTOR including but not limited to liquidated damages for anticipated or actual late completion, on account of CONTRACTOR'S performance or furnishing of the Work, or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR prompt written notice (with a copy to ARCHITECT) stating the reasons for such action.

14.8 SUBSTANTIAL COMPLETION: When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ARCHITECT in writing that the entire Work is Substantially Complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ARCHITECT issue a Certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ARCHITECT shall make an inspection of the Work to determine the status of completion. If ARCHITECT does not consider the Work Substantially Complete, ARCHITECT will notify CONTRACTOR in writing giving the reason therefore. If ARCHITECT considers the Work Substantially Complete, ARCHITECT will prepare and deliver to OWNER a tentative Certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven (7) days after receipt of the tentative certificate during which he may make written objection to ARCHITECT as to any provisions of the certificate or attached list. If, after considering such objections, ARCHITECT concludes that the Work is not Substantially Complete, ARCHITECT will within twenty-eight (28) days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating his reasons. If after consideration of OWNER'S objections, ARCHITECT considers the WORK Substantially Complete, ARCHITECT will within said twenty-eight (28) days execute and deliver to OWNER and CONTRACTOR a definitive Certificate of Substantial Completion (with a revised tentative list of items to be complete or corrected) reflecting such changes from the tentative certificate as ARCHITECT believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative Certificate of Substantial Completion, ARCHITECT will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending Final Payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ARCHITECT prior to ARCHITECT'S issuing the definitive Certificate of Substantial Completion ARCHITECT'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until Final Payment.

14.9 EXCLUSION OF CONTRACTOR FROM SITE: OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.10 PARTIAL UTILIZATION: Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Documents, or which OWNER, ARCHITECT, and

CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and Substantially Complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ARCHITECT that said part of the Work is Substantially Complete and request ARCHITECT to issue a Certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ARCHITECT in writing that CONTRACTOR considers any such part of the Work ready for its intended use and Substantially Complete and request ARCHITECT to issue a Certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ARCHITECT shall make an inspection of that part of the Work to determine its status of completion. If ARCHITECT does not consider that part of the Work to be Substantially Complete, ARCHITECT will notify OWNER and CONTRACTOR in writing giving the reasons therefore. If ARCHITECT considers that part of the Work to be Substantially Complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to Certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2 OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not Substantially Complete. A copy of such request will be sent to ARCHITECT and within a reasonable time thereafter OWNER, CONTRACTOR, and ARCHITECT shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before Final Payment. If CONTRACTOR does not object in writing to OWNER, and ARCHITECT that such part of the Work is not ready for separate operation by OWNER, ARCHITECT will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending Final Payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ARCHITECT). During such operation and prior to Substantial Completion of such part of the Work OWNER, shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.7 in respect of property insurance.

14.11 LIEN PERIOD: Within twenty-one (21) days of the receipt of the definitive Certificate of Substantial Completion from ARCHITECT, OWNER shall adopt and record a Resolution of Acceptance with the Recorder of Mortgages of the Parish in which the Agreement has been recorded. The recording of this Resolution of Acceptance shall commence a lien period of not

less than forty-five (45) consecutive calendar days, during which period the retainage stated in the Supplementary Conditions will be withheld by OWNER. After the said lien period, CONTRACTOR shall be responsible for obtaining from the Recorder of Mortgages a Certificate that the Agreement at the end of said forty-five (45) day period, is clear of all liens, privileges, judgments, or encumbrances of any nature whatsoever, which certificate he shall submit with his Application for Final Payment to ARCHITECT.

14.12 FINAL INSPECTION: Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ARCHITECT will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of the particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

14.13 FINAL APPLICATION FOR PAYMENT: After CONTRACTOR has completed all such corrections to the satisfaction of the ARCHITECT, and delivered four (4) sets of all Maintenance and Operating Instructions, Schedules, Guarantees, Bonds, Certificates of Inspection, marked-up Record Documents (as provided in paragraph 6.17) and other documents, all as required by the Contract Documents, and after ARCHITECT has indicated that the Work is acceptable (subject to the provisions of paragraph 14.17), CONTRACTOR may make Application for Final Payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

14.13.1 Notwithstanding any provision of the Contract Documents to the contrary, OWNER shall not be deemed to have accepted the Work or to have waived claims against CONTRACTOR as provided in Paragraph 14.16 until (i) Initiation of Operation and (ii) payment of all remaining amount of the Contract Price.

14.13.2 As a condition to payment of all remaining portions of the Contract Price of the Unit Price Agreement, CONTRACTOR shall perform all Startup Testing and shall notify ARCHITECT that the Work is ready for final inspection. Such Startup Testing and notice to ARCHITECT may be accomplished only after CONTRACTOR delivers written notice of the expected date of Initiation of Operation.

14.13.3 The requirements and provisions of Paragraphs 14.11, 14.12, and 14.13 of the General Conditions shall apply to payment of the remaining Contract Price pursuant to the *Unit Price Agreement*, as well to final payment under the *Unit Price Agreement*.

14.14 FINAL PAYMENT AND ACCEPTANCE: If, on the basis of ARCHITECT'S observation of the Work during construction and final inspection, and ARCHITECT'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ARCHITECT is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ARCHITECT will, within ten (10) days after receipt of the Final Application for Payment, indicate in writing ARCHITECT'S recommendation of payment and present the Application to OWNER for payment. Thereupon ARCHITECT will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.17. Otherwise, ARCHITECT will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and re-submit the Application. Thirty (30) days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ARCHITECT'S recommendation and Notice of Acceptability, the amount recommended by ARCHITECT will become due and will be paid by OWNER to CONTRACTOR.

14.15 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ARCHITECT so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ARCHITECT, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ARCHITECT with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.16 CONTRACTOR'S CONTINUING OBLIGATION: CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ARCHITECT, nor the issuance of a Certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of Shop Drawing or Sample submission, nor the issuance of a Notice of Acceptability by ARCHITECT pursuant to paragraph 14.14, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.17).

14.17 WAIVER OF CLAIMS: The making and acceptance of any final payment will constitute:

14.17.1 A waiver of all claims by OWNER against CONTRACTOR, except claims previously made in writing and still unsettled, or claims arising from unsettled Liens, from defective Work

appearing after final inspection pursuant to paragraph 14.12 or from failure to comply with the Contract Documents or the terms of any special guarantees specified herein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

14.17.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - Suspension of Work and Termination

15.1 OWNER MAY SUSPEND WORK: OWNER may, at any time and without cause, suspend the Work or any portion thereof by notice in writing to CONTRACTOR and ARCHITECT which will fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12. If OWNER stops Work under Paragraph 13.10 or suspends CONTRACTOR'S services under paragraph 13.14, or suspends the Work or any portion thereof because of CONTRACTOR'S failure to prosecute the Work without endangering persons and property, CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract Price.

15.2 OWNER MAY TERMINATE: OWNER may terminate CONTRACTOR's services for cause upon the occurrence of any one (1) or more of the following events:

15.2.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3 If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4 If a trustee, receiver, custodian, or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

15.2.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable

materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8 If CONTRACTOR disregards the authority of ARCHITECT; or

15.2.9 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

In such case, CONTRACTOR shall not be entitled to receive any further payment beyond an amount equal to the value of the Work actually completed, and the value of materials and equipment not incorporated in the Work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Price, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in finishing the Work, OWNER shall not be required to obtain the lowest figure for the Work performed. CONTRACTOR'S obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

15.3 Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4 TERMINATION FOR CONVENIENCE: Upon seven (7) days' written notice to CONTRACTOR and ARCHITECT, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement.

15.4.1 In any termination for convenience, CONTRACTOR shall be paid for (a) Work completed, in accordance with the Contract Documents, before receipt of the Notice of Termination, and (b) reasonable termination settlement costs for commitments that have become firm before the termination. CONTRACTOR shall not be paid any anticipated and unrealized supplemental costs, administrative expenses, and profit for uncompleted Work. If no agreement can be reached as to reasonable termination costs, OWNER and CONTRACTOR shall follow the provisions in federal regulation FAR 52.249-2, found in 48 CFR Part 52.

15.4.2 Upon termination for convenience, OWNER shall have full power and authority to take possession of the Work, assume any sub-agreements with Subcontractors and Suppliers that OWNER selects, and prosecute the Work to completion by Contract or as OWNER may deem expedient.

15.4.3 If after Notice of Termination of the services of CONTRACTOR for cause, it is determined that CONTRACTOR was not in default, the termination shall be deemed to have been for the convenience of OWNER. In such event, CONTRACTOR may recover from

OWNER payment for Work completed and reasonable termination costs as provided in paragraph 15.4.1.

15.5 CONTRACTOR MAY STOP WORK OR TERMINATE: If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or ARCHITECT fails to act on any Application for Payment within sixty (60) days after it is submitted, or OWNER fails for sixty (60) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days' written notice to OWNER and ARCHITECT, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition, and in lieu of terminating the Agreement, if ARCHITECT has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' written notice to OWNER and ARCHITECT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - DISPUTE RESOLUTION

16.1 Subject to the conditions set forth in subparagraphs 16.2, 16.2.1 and 16.2.2 hereof, all claims, disputes and other matters and questions arising out of or relating to the Contract Documents or the breach thereof, except claims waived by the making and accepting of final payment as provided in Section 14.17, shall be decided by arbitration between the parties. This agreement to arbitrate shall be specifically enforceable under the Louisiana Arbitration Act and the award rendered by the arbitrators shall be final and a judgment may be entered thereon in the State District Court for the Parish of Terrebonne, State of Louisiana.

16.2 Any arbitration provided for hereunder will be conducted in accordance with the Construction Arbitration Rules of the American Arbitration Association (AAA), subject to the following:

16.2.1 OWNER shall not be compelled to arbitrate any dispute without its express consent given in writing after demand is made for arbitration.

16.2.2 Arbitration shall be conducted in Terrebonne Parish Louisiana and the laws of the State of Louisiana shall be controlling as to matters of law.

16.3 Subject to any recognized privilege, discovery shall be available to each party to the arbitration as it would be available in the District Court for the Parish of Terrebonne under the provisions of the LA Code of Civil Procedure in effect at the time of demand for arbitration. Notices, time periods, and other procedural matters shall be governed by the rules that apply in Louisiana District Courts which shall be enforced by the AAA in the same manner as in the Louisiana District Court.

16.4 A Pre-Hearing Conference shall be held not sooner than sixty (60) days after the filing of the answer, at which time a Pre-Hearing Summary shall be filed by each party, setting forth all

claims and counterclaims with specificity, all witnesses expected to be called at the hearing, all documents proposed to be introduced, and all items of claimed damages including dollar amounts therefore.

16.5 All discovery and amendments to the Pre-Hearing Summary shall be concluded thirty (30) days prior to the arbitration date. Failure on the part of the CONTRACTOR to provide the foregoing discovery and disclosure shall render any claim supported by witnesses or documents not so disclosed null, void and waived.

16.6 In the event of any arbitration demanded and agreed to by the OWNER, each party shall select an arbitrator and the two (2) so selected shall select a third (3rd) from a panel proposed by the AAA. In the event that the two (2) cannot agree upon a neutral arbitrator from the AAA list within thirty (30) days, then the third arbitrator shall be designated by the AAA.

16.7 In the event OWNER so elects, CONTRACTOR shall be required to participate in a consolidated arbitration to include the ARCHITECT.

16.8 The arbitrators shall render a written decision, with conclusions of law and findings of fact, breaking down the items of any award on the claim or counterclaim in sufficient detail to enable OWNER to seek any grant reimbursement as may be available.

16.9 Notwithstanding anything else in the Contract Documents to the contrary, the CONTRACTOR shall carry on the Work and maintain its progress during litigation or any arbitration proceedings, and OWNER shall continue to perform and pay as otherwise required by the Contract Documents.

16.10 In the event OWNER elects not to arbitrate one (1) or more disputes, the dispute, or disputes which the OWNER elects not to arbitrate shall be decided under the laws of the State of Louisiana in the 32nd Judicial District Court in and for the Parish of Terrebonne, State of Louisiana.

16.11 In the event OWNER is required to defend itself against any claim for delay, the OWNER shall be entitled to recover costs, including without limitation, administrative costs, attorneys' fees, and court costs, from the party causing the delay.

ARTICLE 17 - Miscellaneous

17.1 GIVING NOTICE: Whenever any provisions of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.2 COMPUTATION OF TIME:

17.2.1 When any period of time is referred to in the Contract Documents by days, it shall be

computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2 A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

17.3 UTILIZATION OF LOCAL LABOR (STATE RESIDENTS): Contractor shall make every effort to use local labor to the fullest extent possible.

17.4 GENERAL: Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.5 DUTIES AND OBLIGATIONS: The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.26, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ARCHITECT thereunder, are in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of this Agreement. Also, the obligation of CONTRACTOR to maintain the Work until Initiation of Operation shall survive final payment and termination and completion of this Agreement.

REPORT NO. _____
DATE:

PAGE 1 OF 3

EXHIBIT "B"

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
P.O. BOX 2768
HOUMA, LA 70361

DAILY SAFETY AND CONSTRUCTION QUALITY CONTROL REPORT
(See Paragraph 6.29 of Section "I" for Instructions)

NAME:

PARISH PROJECT NO.

CONTRACTOR/SUBCONTRACTOR AND AREA OF RESPONSIBILITY

CONTRACTOR

SUBCONTRACTOR

1. WEATHER

TIDE: _____ feet SKIES: (Clear) (Partly Cloudy) (Cloudy)

RAIN: _____ inches TEMPERATURE:

2. DAILY TOTALS OF WORK PERFORMED

ITEM NO.	DESCRIPTION	PREVIOUS	TODAY	TOTAL	NO.	HRS.
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REPORT NO. _____
DATE:

PAGE 2 OF 3

EXHIBIT "B"

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

DAILY SAFETY AND CONSTRUCTION QUALITY CONTROL REPORT

3. MAJOR EQUIPMENT USED

4. MANPOWER

DESCRIPTION

HOURS

MAN/JOB

DESCRIPTION/HRS

5. WORK PERFORMED TODAY INCLUDING STATION TO STATION LIMITS

6. RESULTS OF QUALITY CONTROL INSPECTIONS

REPORT NO. _____
DATE:

PAGE 3 OF 3

EXHIBIT "B"

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

DAILY SAFETY AND CONSTRUCTION QUALITY CONTROL REPORT

7. INSTRUCTIONS RECEIVED

8. REMARKS (Cover any conflicts in plans or specification)

9. DAILY SAFETY INSPECTIONS

CONTRACTOR'S CERTIFICATION: I CERTIFY THAT THIS REPORT IS COMPLETE AND CORRECT AND ALL MATERIAL, EQUIPMENT AND WORK DURING THIS REPORTING PERIOD WERE IN STRICT COMPLIANCE WITH THE PLANS AND SPECIFICATIONS EXCEPT AS OTHERWISE NOTED

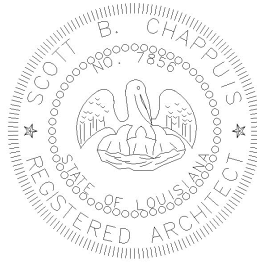
CONTRACTOR'S AUTHORIZED REPRESENTATIVE

PROJECT MANUAL

**GENERATOR REMOVAL
TPCG ORIGINAL DIESEL PLANT
1551 BARROW STREET
HOUMA, LOUISIANA 70360**

MCA PROJECT NO. 202233.01

SEPTEMBER 24, 2025



MOLIERECHAPPUIS**ARCHITECTS**

A PROFESSIONAL ARCHITECTURAL CORPORATION

337.233.0614

FAX 337.233.7338

P.O. BOX 51877

LAFAYETTE, LOUISIANA 70505

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00 00 08	Architect's Specification Cover
00 00 09	Architect's Specification Index
01 10 00	Summary
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DIVISION 02 – EXISTING CONDITIONS

02 29 10	Building and Site Demolition
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DIVISION 14 – CONVEYING SYSTEMS – NOT USED

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DIVISION 27 – COMMUNICATIONS – NOT USED

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY – NOT USED

DIVISION 30 – SEWER TREATMENT – NOT USED

DIVISION 31 – EARTHWORK

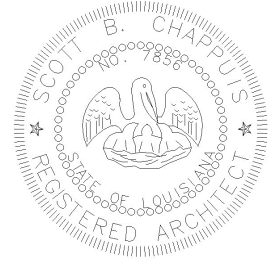
31 20 00 Earth Moving

DIVISION 32 – EXTERIOR IMPROVEMENTS – NOT USED

DIVISION 33 – UTILITIES – NOT USED

END INDEX

INDEX



SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Work by Owner.
 - 4. Access to site.
 - 5. Coordination with occupants.
 - 6. Work restrictions.
 - 7. Specification and Drawing conventions.

- B. Related Requirements:

- 1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: MCA Project No. 202233.01

- 1. Generator Removal
TPCG Original Diesel Plant
1551 Barrow Street
Houma, Louisiana, 70360

- B. Owner:

Terrebonne Parish Consolidated Government
8026 W. Main Street, #101
Houma, Louisiana 70360

- C. Architect:

- 1. Scott B. Chappuis, Principal, Moliere Chappuis Architects
300 Heymann Boulevard
Lafayette, Louisiana 70503
(337) 233-0614
schappuis@molierechappuis.com

1.4 WORK COVERED BY CONTRACT DOCUMENTS

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

SUMMARY

Section 01 10 00

Page 1

1. The Work consists of the demolition and removal of existing non-operational diesel generators and associated infrastructure and gear, backfilling all generator pits and trenches, as well as the removal of three (3) small interior buildouts not attached to the historic structure.
2. Construction consists of the following:
 - a. Demolition and removal of seven (7) diesel generators and all associated machinery and electrical gear including turbo chargers, exhaust piping etc.
 - b. Backfilling of generator pits and trenches.
 - c. Demolition and removal of 325 sq. ft. first floor Training Room.
 - d. Demolition and removal of first floor Restroom and Break Area.
 - e. Demolition and removal of 317 sq. ft. badly damaged second floor storage buildout.
 - f. Removal of overhead cranes and tracks (integral building structure to remain).

B. Type of Contract:

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

1.5 WORK BY OWNER

- A. General: Cooperate fully with Owner so Work may be carried out smoothly, without interfering with or delaying Work under this Contract or Work by Owner. Coordinate the Work of this Contract with Work performed by Owner.

1.6 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

1.7 WORK RESTRICTIONS

- A. 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.
- B. Non-Smoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.
- C. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

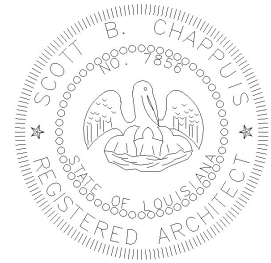
- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all sections in the specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the specifications. One (1) 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 published as part of the U.S. National CAD Standard and scheduled on Drawings.
 3. Keynoting: Materials and products are identified by reference keynotes that refer to definitions printed on the drawings. Specification numbers printed in the definition are for the convenience of the Contractor only. Errors in these specification numbers do not relieve the Contractor of providing the product specified.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 10 00



SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 MINOR CHANGES IN THE WORK

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

1.4 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 twenty (20) days, when not otherwise specified, 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 acceptable to Architect.
- B. Contractor-Initiated 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. Proposal Request Form: Use form acceptable to Architect.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

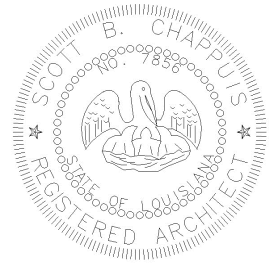
1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document 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 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's Construction Schedule.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the Schedule of Values.
 - 1. Coordinate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittal Schedule.
 - c. Items required to be indicated as separate activities in Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date, but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Sub-Schedules for Phased Work: Where the Work is separated into phases requiring separately phased payments; provide sub-schedules showing values coordinated with each phase of payment.
 - 4. Sub-Schedules for Separate Elements of Work: Where the Contractor's Construction Schedule defines separate elements of the Work; provide sub-schedules showing values coordinated with each element.
- B. Format and Content: Use Project Manual, Table of Contents as a guide to establish line items for the Schedule of Values. Provide at least one (1) line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Arrange Schedule of Values consistent with format of AIA Document G703.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of 5 percent of the Contract Sum.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values as general conditions expenses.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application for Payment Forms: Use forms provided by Owner for Applications for Payment. Sample copies are included in Project Manual.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for Work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for Work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 4. Indicate separate amounts for Work being carried out under Owner-requested Project acceleration.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide Certificate of Insurance, evidence of transfer of title to Owner, and Consent of Surety to payment, for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Transmittal: Submit four (4) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One (1) copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Waivers of Mechanic's Lien: **If requested by the owner**, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous applications for payment.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers.

3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- I. Final Waivers of Mechanic's Lien: With the Application for Payment immediately following the expiration of the lien period prescribed by law, submit complete waivers of mechanic's lien from every entity lawfully entitled to file a mechanic's lien or other lien arising out of the Contract and related to the Work or a Lien and Privilege Certificate (Lien-Free Certificate) issued by the Clerk of Court of the Parish in which the Contract was recorded.
- J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Schedule of Unit Prices.
 6. Submittal Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial Progress Report.
 12. Report of Pre-Construction Conference.
 13. Certificates of Insurance and Insurance Policies.
 14. Performance and Payment Bonds.
- K. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as Substantially Complete.
1. Include documentation supporting claim that the Work is Substantially Complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- L. Application for Payment of Retainage: The Contractor may make one (1) Application for Payment between Substantial Completion and the Final Application for Payment.
1. Upon expiration of the lien period prescribed by law and submission of a "Lien and Privilege Certificate described above, the Contractor may submit an Application for Payment requesting payment of retainage.
 2. Payment for sums withheld to complete the Work or held to complete items in the "Punch List" will not be made until the Final Application for Payment and all items of Work have been satisfactorily completed.
- M. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.

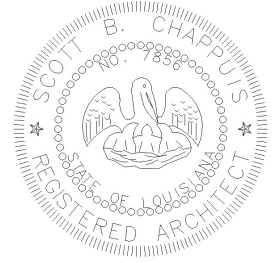
2. Insurance Certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims".
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens".
6. AIA Document G707, "Consent of Surety to Final Payment".
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final Liquidated Damages Settlement Statement.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MANAGEMENT
AND COORDINATION



PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination Drawings.
 - 3. Requests for Information (RFI's).
 - 4. Project meetings.
- B. Related Requirements:
 - 1. Section 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A or other similar form approved by the Architect. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entities performing subcontract or supplying products.
 - 2. Scope of Work covered by the subcontract or products or equipment being provided by the supplier.

- B. Key Personnel Names: Within fifteen (15) days of starting construction operations, submit a list of key personnel assignments, including Superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
 - 1. Post copies of list in Project Meeting Room and in temporary field office. Keep list current at all times.

1.5 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 (1) 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. Failure to properly coordinate the installation of multiple components shall be considered cause for rejection of installed Work requiring the Contractor to remove and reinstall Work in a properly coordinated manner.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. For Work conducted by public or private utilities required as part of the Work of this Contract, the Contractor shall coordinate and pay for the Work. The Owner will make arrangements to allow the Contractor access to account information as necessary to complete the Work at the request of the Contractor.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of Owners separate contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Pre-Installation Conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.

1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare Coordination Drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one (1) entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base Coordination Drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of Coordination Drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to the Coordination Drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.
 - g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize Coordination Drawings as follows:
1. Mechanical Rooms: Provide Coordination Drawings for Mechanical Rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
 2. Mechanical and Plumbing Work: Show the following:
 - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
 - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts, and electrical distribution equipment.
 - c. Fire-rated enclosures around ductwork.
 3. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
 - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
 - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
 - d. Location of pull boxes and junction boxes dimensioned from column center lines.

4. Fire-Protection System: Show the following:
 - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
 5. Review: Architect will review Coordination Drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that Coordination Drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
 6. Coordination Drawing Prints: Prepare Coordination Drawing prints according to requirements in Section 01 33 00 "Submittal Procedures".
- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
 2. File Preparation Format: DXF, Version 2014, operating in Microsoft Windows operating system.
 3. File Submittal Format: Submit or post Coordination Drawing files using format same as file preparation format.
 4. Architect will furnish Contractor digital data files of Drawings for use in preparing coordination digital data files upon request and in compliance with the conditions set below.
 - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
 - b. Data contained in these electronic files are part of the Architect's instruments of service and are subject to copyright protection. Use of the data contained in the files by the Contractor or anyone else receiving this data through or from the Contractor for any purpose other than as a source of information for this Project and shall be strictly prohibited.
 - c. Contractor shall execute a data licensing agreement in the form of Agreement included in this Project Manual: 01 33 01 - Agreement for Single Use of Electronic (CAD) Media.

1.7 REQUESTS FOR INFORMATION (RFI's)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFI's submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFI's in a prompt manner so as to avoid delays in Contractor's Work or Work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.

3. Date.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, Coordination Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- 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. RFI's received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFI's will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFI's or inaccurately prepared RFI's.
 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 RFI's that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00 "Contract Modification Procedures".
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten (10) days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFI's organized by the RFI number. Submit log weekly. Software log with not less than the following:
1. Project name.

2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFI's that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven (7) days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three (3) days of the meeting.
- B. Pre-Construction Conference: Architect will schedule and conduct a Pre-Construction Conference before starting construction, at a time convenient to Owner and Architect, but no later than fifteen (15) days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, 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.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative Construction Schedule.
 - b. Phasing.
 - c. Critical Work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFI's.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Preparation of Record Documents.

- m. Work restrictions.
 - n. Working hours.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Procedures for disruptions and shutdowns.
 - r. Construction waste management and recycling.
 - s. Parking availability.
 - t. Progress cleaning.
 - 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Pre-Installation Conferences: Conduct a Pre-Installation Conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect and Owner's Commissioning Authority of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFI's.
 - d. Related Change Orders.
 - e. Submittals.
 - f. Review of mockups.
 - g. Possible conflicts.
 - h. Compatibility requirements.
 - i. Time schedules.
 - j. Manufacturer's written instructions.
 - k. Coordination with other Work.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a Project Closeout Conference, at a time convenient to Owner and Architect, but no later than sixty (60) days prior to the scheduled date of Substantial Completion.
- 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 - 2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their consultants; Contractor and its Superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of Record Documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing operations and maintenance data.
 - e. Requirements for delivery of material samples, attic stock, and spare parts.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's Punch List.
 - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - i. Submittal procedures.
 - j. Owner's partial occupancy requirements.
 - k. Installation of Owner's furniture, fixtures, and equipment.
 - l. Responsibility for removing temporary facilities and controls.
 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at monthly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority 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.
 3. 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) Sequence of operations.
 - 2) Status of submittals.
 - 3) Site utilization.
 - 4) Temporary facilities and controls.
 - 5) Progress cleaning.
 - 6) Quality and work standards.
 - 7) Status of correction of deficient items.
 - 8) Field observations.
 - 9) Status of RFI's.

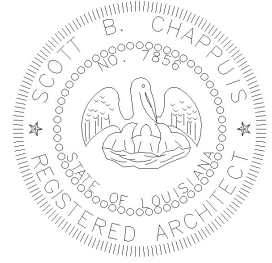
- 10) Status of Proposal Requests.
 - 11) Pending changes.
 - 12) Status of Change Orders.
 - 13) Pending claims and disputes.
 - 14) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 31 00

SECTION 01 32 00 - CONSTRUCTION PROGRESS
DOCUMENTATION



PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Material location reports.
 - 5. Site condition reports.
 - 6. Special reports.
- B. Related Requirements:
 - 1. Section 01 33 00 "Submittal Procedures" for submitting schedules and reports.
 - 2. Section 01 40 00 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
 - 2. Two (2) paper copies.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Daily Construction Reports: Submit at weekly intervals.
- E. Material Location Reports: Submit at monthly intervals.
- F. Site Condition Reports: Submit at time of discovery of differing conditions.
- G. Special Reports: Submit at time of unusual event.

1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than twenty (20) days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than sixty (60) days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and re-submittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
 - 4. Startup and Testing Time: Include no fewer than fifteen (15) days for startup and testing.
 - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 - 6. Punch List and Final Completion: Include not more than forty-five (45) days for completion of Punch List items and Final Completion.
- C. Constraints: Include constraints and Work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase.
 - 2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 - 3. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary". Delivery dates indicated stipulate the earliest possible delivery date.
 - 4. Work Restrictions: Show the effect of the following items on the schedule:

- a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Use of premises restrictions.
 - d. Environmental control.
- 5. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Periods when access will be limited by construction activities.
 - b. Partial occupancy or Substantial Completion
 - c. Substantial Completion.
- 6. Other Constraints: Special events or services that require special consideration or preparation.
- D. Cost Correlation: Super-impose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
 - 1. See Section 01 29 00 "Payment Procedures" for cost reporting and payment procedures.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered Requests for Information.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
 - 5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is fourteen (14) or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance and date by which recovery will be accomplished.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-Chart-Type, Contractor's Construction Schedule within thirty (30) days of date established for the Notice to Proceed. Base schedule on the startup Construction Schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three (3) months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.3 REPORTS

- A. Daily Construction Reports: Prepare a Daily Construction Report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (see special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Services connected and disconnected.
 - 12. Equipment or system tests and startups.

- B. Material Location Reports: At monthly intervals corresponding with the Application for Payment, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
 - 1. Material stored prior to previous report and remaining in storage.
 - 2. Material stored prior to previous report and since removed from storage and installed.
 - 3. Material stored following previous report and remaining in storage.

- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner and Architect within one (1) day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects and similar pertinent information. Advise Owner and Architect in advance when these events are known or predictable.

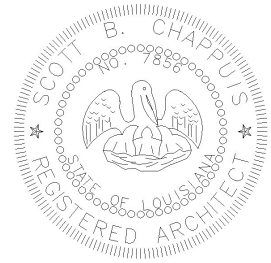
PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one (1) week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
- 3.2 When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 00



SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the Submittal Schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. The Architect's review of submittals is defined in the General and Supplementary Conditions of the Contract and is for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and does not relieve the Contractor from compliance with the requirements of the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, all of which remain the responsibility of the Contractor.
- C. Related Requirements:
 - 1. Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Section 01 31 00 "Project Management and Coordination" for submitting Coordination Documents and the use of the Architects digital files.
 - 3. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule.
 - 4. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals".
- B. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a Schedule of Submittals, arranged in chronological order by dates required by Construction Schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate Submittal Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Initial Submittal: Submit concurrently with Startup Construction Schedule. Include submittals required during the first sixty (60) days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.
 - a. Submit revised Submittal Schedule to reflect changes in current status and timing for submittals.
 - 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled date of fabrication.
 - h. Scheduled dates for purchasing.
 - i. Scheduled dates for installation.
 - j. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect will furnish Contractor digital data files of Drawings for use in preparing Shop Drawings and Project Record Drawings upon request and in compliance with the conditions set below.
 - 1. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - 2. Data contained in these electronic files are part of the Architect's instruments of service and are subject to copyright protection. Use of the data contained in the files by the Contractor or anyone else receiving this data through or from the Contractor for any purpose other than as a source of information for this Project and shall be strictly prohibited.
 - 3. Contractor shall execute a 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. Submit all submittal items required for each specification section concurrently unless partial submittals for portions of the Work are indicated on approved Submittal Schedule.
 - a. Where items specified in a specification section are provided by different suppliers, submittals may be separate submittals reflecting the division of responsibility.
 3. Submit action submittals and informational submittals required by the same specification section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for re-submittals, 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 re-submittals.
1. Initial Review: Allow fifteen (15) 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. Re-Submittal Review: Allow fifteen (15) days for review of each re-submittal.
 4. Sequential Review: Where sequential review of submittals by Architect, Architect's consultants, Owner, or other parties is indicated, allow twenty-one (21) days for initial review of each submittal.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
- 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential letter and number (e.g., 06 10 00. A1 for the first submittal). Different materials in the same section will have different letter

designations (06 10 00.A1, 06 10 00.B1). Re-submittals shall add to the number (e.g., 06 10 00.A2, 06 10 00.B2 as the second submittal of the "A" or "B" material).

- i. Number and title of appropriate specification section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- 4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes non-compliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - a. Submit one (1) copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
- 5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review submittals received from sources other than Contractor.
 - a. Transmittal Form for Paper Submittals: Use AIA Document G810 or other submittal form acceptable to the Architect.
- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 - 1. Assemble complete submittal package into a single file incorporating submittal requirements and transmittal form.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use Project identifier and submittal number as described above (e.g., LNHS-06 10 00.A1).
 - 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 containing information required for paper submittals described above.
 - a. Materials to be used for color selection may not be submitted electronically.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Re-Submittals: Make re-submittals 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. Re-Submit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Submit electronic copies of all submittals via email as PDF electronic files. Paper copies may be required in addition to electronic files as required in individual sections.
 - a. Architect will return annotated file. Annotate and retain one (1) copy of file as an electronic Project Record document file.
 2. Action Submittals: Submit one (1) electronic copy. Provide two (2) paper copies when required by individual sections.
 - a. Architect will return an annotated copy of the electronic file to the Contractor.
 3. Informational Submittals: Submit one (1) electronic copy.
 - a. Architect will **NOT** return copies of informational submittals.
 4. 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 notarized statement on original paper copy 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 copy of each submittal to show which specific 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 or highlight applicable standards in manufacturer's standard product cut sheets.
 - e. Testing by recognized testing agency.
 - f. Notation of coordination requirements.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
 - b. If paper copies are required in individual sections, provide two (2) opaque (bond) copies of each submittal. Architect will return an annotated electronic copy of the submittal. Paper copies will not be returned.
- 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 (1) submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
3. In addition to the physical samples and paper copies of the transmittal, provide 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 three (3) 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 two (2) of the submittal copies with options selected for the Contractor and manufacturer.
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 one (1) Sample set; remainder will be returned. Mark up and retain one (1) returned Sample set as a Project Record sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.

- E. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination".
- F. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 "Construction Progress Documentation".
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures".
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements".
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures".
- J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- L. 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.
- M. 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.
- N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- P. 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.
- Q. 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.
- R. Pre-Construction 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.
- S. 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.

- T. 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.
- U. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

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.
 - 1. Submittals that have not been reviewed and approved by the Contractor prior to submittal to the Architect will be returned with out action by the Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will indicate action on the transmittal or stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
 - 1. Approved: No exceptions have been taken and the Contractor may proceed.
 - 2. Approved as Noted: The Contractor shall make the corrections noted and may proceed without resubmitting the submittal.
 - 3. Not Approved - Revise and Resubmit: The Contractor shall make necessary corrections and resubmit the submittal for approval. The Contractor is not authorized to proceed.
 - 4. Submit Revised Copy: The Contractor shall provide a revised copy of a submittal that has been "Approved as Noted". This copy will be for information purposes only.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered non-responsive, and will be returned for re-submittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 01 33 00

01 33 01 ELECTRONIC AGREEMENT FOR SINGLE USE (CAD) MEDIA

202233.01
PROJECT NUMBER

GENERATOR REMOVAL – TPCG ORIGINAL DIESEL PLANT
PROJECT NAME

In accordance with the Contractor's request, and at a cost of \$100.00 per sheet, to facilitate the preparation of coordination drawings, shop drawings or submittals, Moliere Chappuis Architects (MCA) and its consultants will provide electronic read-only-files for the Contractor's singular, limited use specifically for this Project and subject to the following terms and conditions:

1. The electronic files were produced using AutoCAD or exported from Revit. MCA makes no representation as to the compatibility of these files with Contractor's hardware or software.
2. The electronic files remain the property of MCA and in no case shall the transfer of these files be considered a sale of the files to the Contractor.
3. The Contractor is strictly prohibited from the transfer of these files to any other party.
4. Data contained in these electronic files are part of MCA's instruments of service and are subject to copyright protection. Use of the data contained in the files by the Contractor or anyone else receiving this data through or from the Contractor for any purpose other than as a source of information for this Project and shall be strictly prohibited.
5. Data contained in these electronic files shall not be relied upon as an authoritative source of data for design or layout. Any use by the Contractor or by others shall be at the Contractor's sole risk and without liability or legal exposure to Moliere Chappuis Architects. The party receiving electronic files agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against MCA, its officers, directors, employees, agents, or sub-consultants that may arise out of or in connection with their use of these electronic files.
6. Furthermore, the Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless MCA from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the Contractor's use of these electronic files.

AUTHORIZED ACCEPTANCE:

CONTRACTOR'S NAME:

SUB-CONTRACTOR'S NAME

AUTHORIZED SIGNATORY:

AUTHORIZED SIGNATORY:

TITLE:

TITLE:

SIGNATURE:

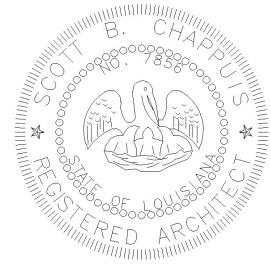
SIGNATURE:

DATE:

DATE:

ELECTRONIC FILES REQUESTED

SECTION 01 40 00 - QUALITY REQUIREMENTS



PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Commissioning Authority, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having

jurisdiction, to establish product performance and compliance with specified requirements.

- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two (2) or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Conflicts within the Contract Documents: If the Contract Documents require different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent, more costly, or more restrictive requirement. Refer conflicting requirements to Architect for a decision before proceeding.
- C. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
 - 1. Project Quality-Control Manager may also serve as Project Manager for the Project.
- B. Continuous Inspection of Workmanship: Provide continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring Work into compliance with standards of workmanship established by Contract requirements and approved mockups.

- C. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as non-conforming or defective. Indicate corrective actions taken to bring non-conforming Work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and re-inspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
 1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices,

receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling Work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 2. Notify Architect seven (7) days in advance of dates and times when mockups will be constructed.
 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven (7) days for initial review and each re-review of each mockup.
 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 7. Demolish and remove mockups when directed unless otherwise indicated.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least twenty-four (24) hours in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures".
- D. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in Pre-Installation Conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. **Re-Testing/Re-Inspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including re-testing and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 6. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.9 SPECIAL TESTS AND INSPECTIONS

- A. **Special Tests and Inspections:** Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying Architect, Commissioning Authority, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect and Commissioning Authority with copy to Contractor and to authorities having jurisdiction.
 - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.

5. Interpreting tests and inspections and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
6. Re-testing and re-inspecting corrected Work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's, Commissioning Authority's, reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution Requirements".
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

3.3 SCHEDULE OF TESTING

- A. Bolted Connections:
 1. Types:
 - a. Calibrated torque wrench if washers are used.
 - b. If turn of nut method is used without washers, observe the set of every bolt.

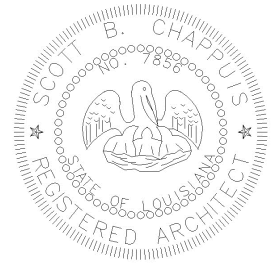
2. Number for Torque Wrench Test: Test minimum two (2) bolts of every third (3rd) connection between floor beams, girders, and columns.
3. Analysis: If sufficient torque occurs on any tested bolt, test all bolts at that connection at the Contractor's expense.

B. Steel Weld Tests:

1. Types: One (1) of the following testing procedures may be used on any field or shop weld.
 - a. Liquid penetrant.
 - b. Magnetic particle.
 - c. Radiographic.
 - d. Ultrasonic.
2. Number of Tests: Percentage of welds tested will be determined by the number of welds that fail the initial testing.
3. All welds that fail shall be re-welded and re-tested until they pass the test. Test two (2) additional welds for every weld failure at the Contractor's expense.
4. Weld Quality: Comply with the quality requirements of the American Institute of Steel Construction Manual of Steel Construction.

END OF SECTION 01 40 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS



PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for Work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
 - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.

2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
1. Locations of dust-control partitions at each phase of Work.
 2. HVAC system isolation schematic drawing.
 3. Location of proposed air-filtration system discharge.
 4. Waste handling procedures.
 5. Other dust-control measures.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2 inch (50 mm), 0.148 inch (3.8 mm) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8 inch (60 mm) OD line posts and 2-7/8 inch (73 mm) OD corner and pull posts, with 1-5/8 inch (42 mm) OD top rails.
- B. Portable Chain-Link Fencing: Minimum 2 inch (50-mm), 0.148 inch (3.8 mm) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8 inch (60 mm) OD line posts and 2-7/8 inch (73 mm) OD corner and pull posts, with 1-5/8 inch (42 mm) OD top and bottom rails. Provide galvanized-steel bases for supporting posts.
- C. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches (914 by 1624 mm).
- D. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Pre-fabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 01 77 00 "Closeout Procedures".

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 01 10 00 "Summary".
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. 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.
- B. Electric Power Service: Connect to utility company's electric power service. Maintain equipment in a condition acceptable to Owner.
- C. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 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 (9 m) of building lines that is non-combustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

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

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Section 31 20 00 "Earth Moving".

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.

D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

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

1. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
2. Maintain and touchup signs so they are legible at all times.

F. Waste Disposal Facilities: Provide "Construction Waste Management and Disposal", with the use of construction waste before transport in tightly covered containers. Transport containers out of the hospital to a waste management location as indicated by Owner.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with Work restrictions specified in Section 01 10 00 "Summary".
- C. Temporary Erosion and Sedimentation Control: Comply with requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
 - 1. Absolutely NO Work, storage or other construction related activities are permitted within the drip lines of live oak trees.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
 - 2. 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.
 - 3. Prohibit smoking in construction areas.
 - 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 5. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 6. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 MOISTURE AND MOLD CONTROL

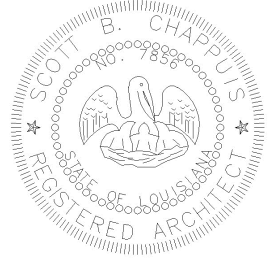
- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished Work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - 2. Keep interior spaces reasonably clean and protected from water damage.
 - 3. Periodically collect and remove waste containing cellulose or other organic matter.
 - 4. Discard or replace water-damaged material.
 - 5. Do not install material that is wet.
 - 6. Discard, replace, or clean stored or installed material that begins to grow mold.
 - 7. Perform Work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 - 2. Use permanent HVAC system to control humidity.
 - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for forty-eight (48) hours are considered defective.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for forty-eight (48) hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c. Remove materials that can not be completely restored to their manufactured moisture level within forty-eight (48) hours.

3.6 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.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a twenty-four (24) hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures".

END OF SECTION 01 50 00

SECTION 01 58 00 - PROJECT IDENTIFICATION SIGN



PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the provision of temporary signs identifying the Project.
- B. Related Requirements:
 - 1. Section 01 50 00 "Temporary Facilities and Controls" for Work restrictions and limitations on temporary facilities and installations.

1.3 OWNER FURNISHED INFORMATION

- A. The Architect will provide an electronic, printable layout and content for the sign.

PART 2 - PRODUCTS

2.1 SIGN DIMENSIONS AND LOCATION

- A. Two (2) 4 by 8 foot Project signs as described herein and located as directed by the Architect.

2.2 SIGN CONSTRUCTION

- A. Sign Backing: 3/4 inch marine plywood or Alumaticore.
- B. Mounting: Mounted sign on two (2) 4 by 4 inch (nominal) posts driven or set 36 inches into the ground with lateral supports as required to support sign panels.
- C. Sign Face: Face shall be printed foam core or plastic panels adhered to the plywood backing.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Contractor shall install the Project sign within two (2) weeks after Notice to Proceed.

- B. Locate sign as directed by the Architect.

3.2 SIGN CONTENT

- A. Sign shall contain the following information:
 - 1. Project Name and caption if desired by the Owner.
 - 2. Rendering of facility.
 - 3. Logos of Architect and Contractor.
 - 4. Names of Architect and Consultants.
 - 5. Names of Contractor and major subcontractors.
 - 6. Names of the Owner and the owner's representatives.

3.3 REMOVAL

- A. Upon completion of the Work and prior to final acceptance, Contractor shall remove and dispose of the sign and restore the sign location to its required condition.

END OF SECTION 01 58 00

SECTION 01 70 00 - CONSTRUCTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

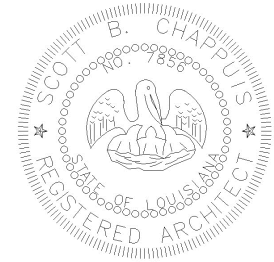
1. General construction and installation procedures.
2. Cutting procedures.
3. Patching procedures.
4. Cleaning during construction.
5. Project completion procedures.
6. Final cleaning.

B. Related Sections:

1. Cleaning requirements for specific products and systems: Applicable product sections in Divisions 2-16.
2. Final Payment Procedures: Elsewhere in Division 1.
3. General product installation requirements: Elsewhere in Division 1.
4. Removal of Mock-Ups: Elsewhere in Division 1.
5. Testing, Adjusting, and Balancing of Mechanical Systems: Division 15.
6. Waste Removal Services: Elsewhere in Division 1.

1.2 DEFINITIONS

- A. Concealed Spaces: Spaces which are not accessible after completion of construction.
- B. Cutting: Removal of material by cutting, sawing, drilling, breaking, chipping, grinding and similar operations, including excavation.
- C. Damage: Any sort of deterioration whether due to weather, normal wear and tear, accident, or abuse, resulting in soiling, marring, breakage, corrosion, rotting, or impairment of function.
- D. Debris: Rubbish, waste materials, litter, volatile wastes, and similar materials, with the exception of surplus materials which are to become the property of the Owner.
- E. Fire Barriers: Any wall, floor, ceiling, or roof which is indicated as having a fire resistance rating.
- F. Operational Elements: Equipment, moving parts, electrical conductors, sound and vibration control materials, waterproofing, vapor retarders, piping, ducts, tanks, and other similar materials and components which convey or retard the passage of liquids, gases, heat, light, persons, animals, or insects or which perform a similar function; not including structural elements.
- G. Patching: Restoration to completed condition by patching, repairing, refinishing, finishing, filling, closing up, and similar operations.



- H. Safety-Related Elements: Materials and assemblies whose principal function is the promotion of the safety of the building and its occupants, including fire and smoke barriers, fireproofing, emergency egress doors and windows, guardrails, equipment guards, and other similar construction.
- I. Smoke Barriers: Any wall, floor, ceiling, or roof which is indicated as being designed to prevent passage of smoke and gases; may be indicated as "smoke barrier", "smoke partitions", "smoke wall", or similar designation.
- J. Spaces Not Normally Occupied: Accessible spaces such as roofs, accessible plenums and shafts, accessible spaces above ceilings, trenches, equipment vaults, manholes, accessible attics, and similar spaces, but not including the interior of duct or concealed spaces.

1.3 SUBMITTALS

- A. Proposals for Cutting and Patching: Submit request sufficiently in advance of the time the Work is to be performed to obtain approval; include:
 - 1. Description of the nature of the Work and how it is to be performed, including reasons why cutting cannot be avoided.
 - 2. Description of results expected, including impact on safety and on structural, operational, and visual qualities.
 - 3. If utilities are affected, describe the changes required and be specific as to how long service will be cut off.
 - 4. If cutting of structural Work results in the need for additional reinforcement, provide details and engineering calculations to show how that reinforcement satisfies the original structural requirements.
- B. Certificate from Surveyor stating that the construction has been placed in the locations and at the elevations required by the Contract Documents.

1.4 QUALITY ASSURANCE

- A. Cleaning: Perform cleaning in accordance with the recommendations of the manufacturer or fabricator of the product or system. Use only cleaning materials and tools which are specifically recommended, which are not hazardous to health or property and which will not damage finishes.

1.5 PROJECT CONDITIONS

- A. Take precautions to prevent fires and to facilitate fire-fighting operations.
 - 1. Keep flammable materials in non-combustible containers; store away from potential fire sources; remove flammable waste regularly.
 - 2. Keep temporary and permanent fire fighting facilities readily accessible; keep fire fighting routes open.
 - 3. Do not allow smoking in areas where highly combustible or explosive materials are present.
 - 4. Carefully supervise the operation of potential fire sources, including heating units.

5. Conduct welding operations in manner to prevent fire; comply with local regulations.
- B. Take precautions to prevent accidents due to physical hazards:
1. Provide barricades, warning lights, or signs as required to inform personnel and the public of the hazard being protected against.
 2. Safety barricades: Comply with regulations.
 3. Provide temporary walkways where walking surfaces are hazardous.
 4. Notify the Owner before beginning Work that involves hazardous operations, including use of explosives and the like.
- C. Take care to prevent pollution of air, water, and soil.
1. Comply with environmental protection regulations.
 2. Limit effluent and rainwater runoff into waterways as required by regulations.
 3. Do not dump contaminants in areas that will result in contamination of waterways.
- D. Minimize discharge of effluent and rainwater runoff into sewers.
1. Control sediment discharge into sewers; filter out construction debris, soil, and contaminants.
 2. Comply with regulations and orders of public utilities regarding use of sewers.
 3. Where disposal of effluent or rainwater by means of sewers is not lawful or is not possible, provide alternative methods of disposal.
- E. Prevent erosion due to rainwater runoff.
- F. Control windblown dust; prevent erosion to site and nuisance to neighbors.
- G. Prevent flooding of excavations, below-grade construction, and adjacent properties due to rainwater runoff.
- H. Protect existing property indicated to remain, including:
1. Plants and trees, as indicated on the Drawings.
- I. Do not use tools or equipment which produce harmful levels of noise.
- J. Keep the site and adjacent public ways free of hazardous and unsanitary conditions and public nuisances.
- K. Control rodents and other pests; prevent infestation of adjacent sites and buildings due to pests on this site.
- L. Keep public streets free of debris due to this Work.
- M. Provide adequate traffic control by means of signs, signals, and flagmen, as necessary.

- N. Provide temporary means of draining roofs where required.
- O. Conduct construction operations so that no part of the work is subjected to damaging operations or influences which are in excess of those to be expected during normal occupancy conditions.
- P. Conduct construction operations so that waste of power, water, and fuel is avoided.
- Q. Provide temporary supports as required to prevent movement and structural failure.
- R. Install products only during environmental conditions which will ensure the best possible results.

1.6 SEQUENCING AND SCHEDULING

- A. Install products only at the time and in the sequence which will ensure the best possible results.
- B. Coordinate required administrative activities with related construction activities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Patching Materials: Identical to the materials of the work to be cut, unless indicated as specific materials specified in other sections.

PART 3 - EXECUTION

3.1 GENERAL EXAMINATION REQUIREMENTS

- A. Prior to performing Work, examine the applicable substrates and the conditions under which the Work is to be performed.
- B. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding.
- C. Conditions which could have been discovered by examination will not be allowed as cause for claims for extra Work.
 - 1. In particular, verify the following:
 - 2. Underground utilities.
 - a. Other underground construction.
 - b. Location and invert elevation of points of connection to piped utilities.

- D. Verify that utility requirements of operating equipment are compatible with building utilities.
- E. Verify space requirements of items which are shown diagrammatically on the Drawings.

3.2 GENERAL PREPARATION REQUIREMENTS

- A. Take field measurements as required to fit the Work properly.
- B. Recheck measurements prior to installing each product.

3.3 GENERAL INSTALLATION PROCEDURES

- A. Accurately locate the Work and components of the Work; make vertical work plumb; make horizontal Work level.
- B. See sections describing specific parts of the Work for additional requirements.
- C. Where space is limited, install components to maximize space available for maintenance and to maximize ease of removal for replacement.
- D. In finished areas, conceal pipes, ducts and wiring within the construction, unless otherwise indicated.
- E. In ceiling areas without a finished suspended ceiling, maintain minimum headroom clearance of 8 feet.
- F. Coordinate exact locations of fixtures and outlets with finish elements.
- G. Install Work in such manner and sequence as to preclude, if possible, or at least to minimize, cutting and patching.
 - 1. Do not cut any operational elements.
 - 2. Do not cut safety-related elements.

3.4 CLEANING AND PROTECTION

- A. Remove debris from concealed spaces prior to enclosing the space.
- B. Keep the site and the Work free of waste materials and debris.
 - 1. Keep hazardous and unsanitary materials in containers separate from other waste.
- C. Clean areas in which Work is to be done to level of cleanliness necessary for proper execution of that Work.
 - 1. Where dust would impair execution of Work, broom- and vacuum-clean the entire

interior area and keep clean.

- D. Keep installed Work clean, and clean again when soiled by other operations.
 - 1. Provide periodic cleaning as required to prevent damage due to soiling.
 - 2. Remove liquid spills promptly.
- E. Protect installed Work from soiling and damage.
 - 1. Provide protective coverings as required.
 - 2. Provide protective coverings for work which may be damaged by subsequent operations.
 - 3. Where heavy abuse is expected, use minimum of plywood for protection.
 - 4. Maintain protective coverings until final cleaning.

3.5 CUTTING AND PATCHING PROCEDURES

- A. Use specified cutting and patching procedures when cutting or patching is required for any of the following activities:
 - 1. Fitting the parts of the work together.
 - 2. Repairing existing Work to remain.
 - 3. Installing ill-timed Work.
 - 4. Removing and replacing defective and non-conforming Work.
 - 5. Removing samples of Work for testing.
 - 6. Making openings in elements of work for penetrations, such as for piping, conduit, duct, and the like.
 - 7. Uncovering Work for observation.
 - 8. Repairing damage.
- B. Perform cutting and patching at earliest time feasible, unless otherwise indicated or directed by the Architect.
- C. Use procedures specified in applicable product sections as well as those specified in this section:
 - 1. Use procedures recommended by original installer, when such information is available.
 - 2. Where required, obtain approval of procedures by the Architect.
 - 3. Cut using methods that are least likely to damage adjacent Work and Work to remain and which will provide proper surfaces for patching.
 - 4. Make cuts neatly with minimum disturbance of adjacent Work.
 - a. Use appropriate tools intended for sawing or grinding and not for chopping or hammering.
 - b. Do not use pneumatic tools without prior approval.
 - 5. Where installation of similar new work is included, perform patching in manner specified for installation of new Work.
 - 6. Where new work is inserted into or through the work that is cut, fit the patched work tightly to the new Work.
 - 7. Patch with seams which are durable and as invisible as possible.

8. Repair substrate prior to patching finish.
- D. Employ skilled workers to perform cutting and patching Work.
1. Use the original installer of the work to perform cutting and patching of the following:
 - a. Any products so indicated in the applicable product section.
 - b. Roofing.
 - c. Casework.
- E. Work Exposed to View: Do not cut or patch in a manner that would result in a lessening of the building's aesthetic value, as determined by the Architect.
1. Generally, cut from exposed side into concealed spaces to avoid unnecessary damage to finish.
 2. Do not cut and patch in a manner that would result in substantial visual evidence of cut and patch Work.
 3. Restore exposed patched finishes in a manner which eliminates evidence of patching and refinishing.
 - a. For continuous surfaces, extend refinish to nearest intersection, with a neat transition to adjacent surfaces.
 - b. For assemblies: Refinish entire unit.
 - c. Painted piping, conduit, and duct: Clean and repaint.
 4. Remove and replace Work which is patched in a visually unacceptable manner.
- F. Structural Elements: Maintain structural capacity; do not increase deflection under design load; provide reinforcing where required.
1. See structural sections for additional requirements.
 2. Before cutting any structural member, obtain the Architect's approval of the proposed method.
- G. Existing Construction:
1. Patch existing Work to match adjacent existing Work to remain.
 2. Where specified procedures for similar new work are applicable, use those procedures for cutting and patching existing construction.
 3. Take precautions to avoid damage to unanticipated utilities and structural elements. If such elements are encountered, report nature and extent to the Architect and request instructions as to how to proceed.
- H. Concealed Work: Uncover the concealed Work, cut, and patch and patch the covering Work.
- I. Concrete and Masonry: Use saws or drills which produce a neat cut; remove in small sections.
- J. Insulation: Replace insulation whenever it is cut in order to modify the element it is insulating.

- K. Slabs on Grade: Use methods that will not crack or disturb adjacent slabs or partitions.
- L. Fire/Smoke Barriers: Do not cut more than absolutely necessary.
 - 1. Cut penetration holes to sizes required for penetration seal assemblies required.
 - 2. Patch all oversize holes and cuts made in error.
 - 3. Perform patching in a manner which complies in all respects with the original construction; if not possible, report nature of difficulty to the Architect and request instructions.
- M. Protect that part of the Project which is exposed during cutting and patching operations from adverse weather.
- N. Cover openings made whenever they are not in use.

3.6 INSTALLATION OF COMPONENTS

- A. Install all products in accordance with manufacturer's instructions and recommendations, whether conveyed in writing or not.
- B. Mounting Heights: Where mounting heights are not indicated, mount at heights directed by the Architect.
- C. Separate incompatible materials with suitable materials or spacing.
 - 1. Prevent cathodic corrosion.
- D. Provide all anchors and fasteners required and use methods necessary to securely fasten Work.
 - 1. Allow for thermal expansion and contraction and for building movement.
- E. Joints in Exposed Work:
 - 1. Make joints of uniform widths.
 - 2. Where joint locations are not indicated, arrange joints for the best visual effect.
 - a. When in doubt, obtain the Architect's instructions.
- F. After installation, adjust operating components to proper operation.

3.7 FINAL CLEANING

- A. Remove materials and equipment which are not part of the Work and all debris from the site prior to Substantial Completion.
 - 1. Remove all surplus materials which are to remain property of the Contractor; obtain the Owner's instructions as to disposition of surplus material remaining on site and deliver, store, or dispose of as directed.

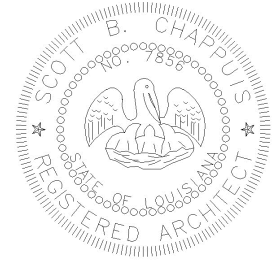
2. Remove protective coverings.
 3. Remove temporary facilities.
- B. Dispose of debris in a lawful manner.
1. Do not dispose of volatile wastes in storm or sanitary drains.
- C. Perform final cleaning immediately before Substantial Completion.
1. Clean to the level of cleanliness that would be expected by a commercial building Owner from a janitorial service.
 2. Re-clean spaces soiled by Work completed after Substantial Completion.
- D. Clean entire Project site and grounds.
1. Clean up landscaped areas.
 2. Broom clean paved areas.
 3. Rake smooth all exposed earth surfaces; remove construction debris.
- E. In spaces to be occupied, remove dirt, stains and other foreign substances from all accessible surfaces and remove non-permanent labels.
- F. Remove debris from roofs, gutters, downspouts, and roof drains.
- G. In spaces not normally occupied, remove debris and surface dust and wipe equipment clean, removing excess lubrication, paint, and other foreign substances.
- H. Remove paint and other coatings from permanent labels and from mechanical and electrical equipment nameplates.
- I. Leave the Project clean and ready for occupancy.

3.8 PROJECT COMPLETION PROCEDURES

- A. Complete the Work, prior to Substantial Completion, as required to obtain consent to occupancy from the governing authorities.
- B. Arrange for final inspections by governing authorities to be accomplished prior to Substantial Completion.
1. Obtain Certificate of Occupancy.
- C. If temporary locking systems differ from permanent locking systems, change over to permanent systems prior to Substantial Completion.

END OF SECTION 01 70 00

SECTION 01 73 00 - EXECUTION



PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. 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.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for limits on use of Project site.
 - 2. Section 01 33 00 "Submittal Procedures" for submitting surveys.
 - 3. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
 - 4. Section 01 73 20 "Selective Demolition" for demolition and removal of selected portions of the building.

1.3 DEFINITIONS

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

1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Mechanical systems piping and ducts.
 - e. Control systems.
 - f. Communication systems.
 - g. Fire-detection and -alarm systems.
 - h. Electrical wiring systems.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Piping, ductwork, vessels, and equipment.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

1.5 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 2 - PRODUCTS (NOT USED)

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.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- 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 that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 31 00 "Project Management and Coordination".

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical Work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two (2) or more locations.
- E. Record Log: Maintain a log of layout control Work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Re-establish existing or establish and maintain a minimum of two (2) permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical Work plumb and make horizontal Work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces.
- 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. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 10 00 "Summary".
- 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 minimize 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. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- 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.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed, extend one (1) finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with Work performed by Owner's construction personnel.
 1. Construction Schedule: Inform Owner of Contractor's preferred Construction Schedule for Owner's portion of the Work. Adjust Construction Schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 2. Pre-Installation Conferences: Include Owner's construction personnel at Pre-Installation Conferences covering portions of the Work that are to receive Owner's Work. Attend Pre-Installation Conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 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 (7) days during normal weather or three (3) days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire Work Area, as appropriate.
- D. Installed Work: Keep installed Work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls".
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 STARTING AND ADJUSTING

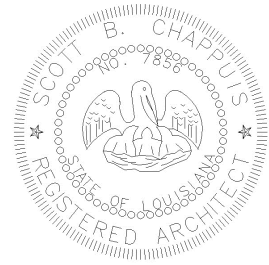
- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 01 77 00 "Closeout Procedures".
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements".

3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 01 73 00

SECTION 01 73 10 - CUTTING AND PATCHING



PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Division 1 Section "Selective Demolition" for demolition of selected portions of the building for alterations.

1.3 DEFINITIONS

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

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least five (5) days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed and indicate why they cannot be avoided.
 - 2. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory Work.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch the following 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.
 - 1. Primary operational systems and equipment.
 - 2. Air or smoke barriers.
 - 3. Fire-protection systems.

4. Control systems.
 5. Communication systems.
 6. Conveying systems.
 7. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Exterior curtain-wall construction.
 4. Equipment supports.
 5. Piping, ductwork, vessels, and equipment.
 6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.

- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.

3.3 PERFORMANCE

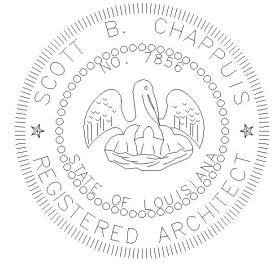
- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering, and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one (1) finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - 4. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface

containing the patch. Provide additional coats until patch blends with adjacent surfaces.

5. Ceilings: Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
6. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

END OF SECTION 01 73 10

SECTION 01 73 20 - SELECTIVE 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 a building or structure.
 - 2. Repair procedures for selective demolition operations.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary" for use of the premises and phasing requirements.
 - 2. Division 1 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
 - 3. Division 1 Section "Cutting and Patching" for cutting and patching procedures for selective demolition operations.
 - 4. Division 15 Sections for demolishing, cutting, patching, or relocating mechanical items.
 - 5. Division 16 Sections for demolishing, cutting, patching, or relocating electrical items.

1.3 DEFINITIONS

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

1.4 MATERIALS OWNERSHIP

- A. Demolished items or materials not indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property shall be offered to the Owner for salvage. If the Owner does not take possession of the material, it shall become Contractor's property and shall be removed from Project site.

1.5 SUBMITTALS

- A. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal Work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Locations of temporary partitions and means of egress.
 - 6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

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.

1.7 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to Selective Demolition Area. Conduct selective demolition so Owner's operations will not be disrupted. Obtain permission from the Owner not less than seventy-two (72) hours prior to activities that will affect Owner's operations.
- B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
 - 1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- C. Owner assumes no responsibility for condition of areas to be selectively demolished.
 - 1. Conditions existing at time of inspection for Bidding purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: Hazardous material removal is not part of the architectural scope. Refer to the Asbestos, Lead, and Mold Report dated 05/30/23 provided by the owner as part of the bid documents.

- E. Storage or sale of removed items or materials on-site will not be 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 in service during selective demolition operations.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

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

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 Architect.
- E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES

- A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
- B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.

1. Obtain permission of the Owner at least seventy-two (72) hours prior to shutdown of service required during changeover.
- C. Utility Requirements: Refer to Division 15 and 16 Sections for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start selective demolition Work until utility disconnecting and sealing have been completed and verified in writing.

3.3 PREPARATION

- A. Temporary Facilities: Provide temporary barricades and other protection 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. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- B. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations and similar activities. Provide temporary weathertight enclosure for building exterior.
1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
- C. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction 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 POLLUTION CONTROLS

- A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
 2. Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.
- B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

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

3.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering, and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Do not use cutting torches without prior approval of Owner and 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 and properly dispose of off-site.
 - 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 - 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 9. Dispose of demolished items and materials promptly.
 - 10. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
- B. Existing Facilities: Comply with building manager's requirements for using and protecting, walkways, loading docks, building entries and other building facilities during selective demolition operations.
- C. Removed and Salvaged Items: Comply with the following:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area designated by Owner.
 - 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items: Comply with the following:
 - 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.
- E. 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.
- F. Concrete: Demolish in small sections. Cut concrete to a depth of at least 3/4 inch at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.
- G. 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.
- H. Air-Conditioning Equipment: Remove equipment without releasing refrigerants.

3.6 PATCHING AND REPAIRS

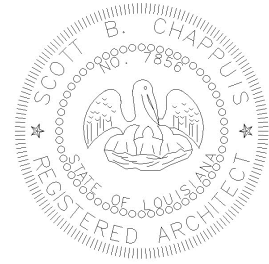
- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. Patching: Comply with Division 1 Section "Cutting and Patching".

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 01 73 20

SECTION 01 77 00 - CLOSEOUT PROCEDURES



PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project Record Documents.
 - 3. Operation and Maintenance Manuals.
 - 4. Warranties.
 - 5. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 1 Section "Construction Progress Documentation" for submitting Final Completion construction photographs and negatives.
 - 3. Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for products of those Sections.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items "Punch List": Initial submittal at Substantial Completion.
- C. Certified List of Completed "Punch List" Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
 - 1. Lien and Privilege Certificate (Lien-free Certificate).
- B. Certificate of Insurance: For continuing coverage.

1.5 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (Punch List), the value of items on the list and reasons why the Work is not complete.
 2. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates and similar releases.
 3. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number, where applicable.
 4. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 5. Complete startup testing of systems.
 6. Submit test/adjust/balance records.
 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 8. Complete final cleaning requirements, including touch up painting.
 9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Re-Inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected. Refer to Supplementary Conditions for special conditions concerning re-inspections by the Architect.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.6 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures".
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (Punch List), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Prepare and submit Project Record Documents, Operation and Maintenance manuals.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-Inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected. Refer to Supplementary Conditions for special conditions concerning re-inspections by the Architect.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three (3) copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.8 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- B. Record Drawings: Maintain and submit one (1) set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
 - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 - 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Product Data: Submit one (1) copy of each Product Data submittal. Mark one (1) set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Drawings, where applicable.
- D. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.9 OPERATION AND MAINTENANCE MANUALS

- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
1. Operation Data:
 - a. Emergency instructions and procedures.
 - b. System, subsystem, and equipment descriptions, including operating standards.
 - c. Operating procedures, including startup, shutdown, seasonal and weekend operations.
 - d. Description of controls and sequence of operations.
 - e. Piping diagrams.
 2. Maintenance Data:
 - a. Manufacturer's information, including list of spare parts.
 - b. Name, address and telephone number of Installer or supplier.
 - c. Maintenance procedures.
 - d. Maintenance and service schedules for preventive and routine maintenance.
 - e. Maintenance record forms.
 - f. Sources of spare parts and maintenance materials.
 - g. Copies of maintenance service agreements.
 - h. Copies of warranties and bonds.
- B. Organize Operation and Maintenance Manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

1.10 WARRANTIES

- A. Submittal Time: Submit written warranties prior to requesting final inspection.
- B. Partial Occupancy: Submit properly executed warranties within fifteen (15) days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

- C. 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, 2-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.
- D. Provide additional copies of each warranty to include in Operation and Maintenance Manuals.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Obtain approval of Owner for specific cleaning agents to be used prior to using them in the building.

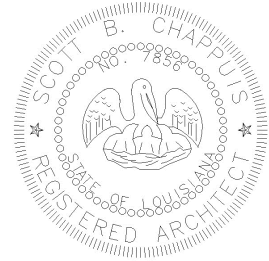
PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers, or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a 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. Remove tools, construction equipment, machinery, and surplus material from Project site.

- c. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - d. Sweep concrete floors, broom clean in unoccupied spaces.
 - e. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - f. Remove labels that are not permanent.
 - g. Touch up and otherwise repair and restore marred, exposed finishes, and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates. Revise seven (7) subparagraphs below to suit Project. Check for conflict or duplication with provisions in other Sections, particularly Divisions 15 and 16.
 - h. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint, and mortar droppings and other foreign substances.
 - i. Replace parts subject to unusual operating conditions.
 - j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - k. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grilles.
 - l. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - m. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and those noticeable dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - n. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00



SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
- B. Related Requirements:
 - 1. Section 01 77 00 "Closeout Procedures" for general closeout procedures.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one (1) set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Final Submittal:
 - 1) Submit one (1) paper-copy set(s) of marked-up Record Prints (Contractor's "Redline" set).
 - 2) Submit PDF electronic files of scanned Record Prints.
- B. Record Submittals: Submit one (1) paper copy and a PDF electronic file of all submittals required by Section 01 33 00 "Submittal Procedures".

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one (1) set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar

entity, to provide information for preparation of corresponding marked-up record prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
- b. Accurately record information in an acceptable drawing technique.
- c. Record data as soon as possible after obtaining it.
- d. Record and check the markup before enclosing concealed installations.
- e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

- a. Dimensional changes to Drawings.
- b. Revisions to details shown on Drawings.
- c. Depths of foundations below first floor.
- d. Locations and depths of underground utilities.
- e. Revisions to routing of piping and conduits.
- f. Revisions to electrical circuitry.
- g. Actual equipment locations.
- h. Duct size and routing.
- i. Locations of concealed internal utilities.
- j. Changes made by Change Order or Construction Change Directive.
- k. Changes made following Architect's written orders.
- l. Details not on the original Contract Drawings.
- m. Field records for variable and concealed conditions.
- n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up Record Prints.

4. Mark Record Sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers and similar identification, where applicable.

B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2. Format: Annotated PDF electronic file with comment function enabled.

3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.

4. Identification: As follows:

- a. Project name.
- b. Date.
- c. Designation "PROJECT RECORD DRAWINGS".

- d. Name of Architect.
- e. Name of Contractor.

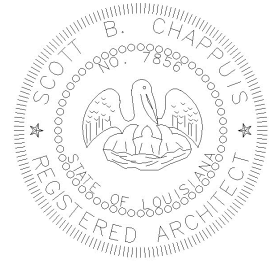
PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one (1) copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 01 78 39

SECTION 02 29 10 - BUILDING AND SITE DEMOLITION



PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of existing buildings, drives, parking, sidewalks, etc.
 - 2. Removing below-grade construction, such as foundations, spread footings, etc.
 - 3. Disconnecting, capping, or sealing, and abandoning in-place site utilities.
- B. Related Sections include the following:
 - 1. Division 1 thru Division 2.
 - 2. Division 31 – Earthwork.
 - a. 31 20 00 - Earth Moving.

1.3 SCOPE

- A. Demolition Work shall consist of removing equipment, pipes, non-historic construction, and miscellaneous site items as indicated in the Drawings. An approved off-site disposal of demolished items shall be accomplished meeting all federal, state, and local laws and regulations. Some existing trees (see Sheet A-1.1 and associated blow-up sheets), existing active power poles, and other items indicated in the Drawings to remain shall be protected as indicated in Section 01 50 00 - Temporary Facilities and Controls. The extent of demolition Work shall be limited to those items described in the Contract Documents.
- B. Fill all excavated areas with soil as indicated in Section 31 32 00 – Earth Moving and grade the entire site to drain towards existing ditches.
- C. The Demolition Contractor shall have all utility services disconnected by the utility companies prior to commencement of demolition. Demolition Contractor shall coordinate all demolition requirements and permits with the utility companies.

1.4 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or recycled.

1.5 QUALITY ASSURANCE:

- A. Demolition Contractor shall be experienced and shall have successfully completed demolition Work, similar to that indicated for this demolition Project.

1. Shall be licensed contractors in this type of demolition as per state law.
- B. The Demolition Contractor shall comply with all governing EPA notification regulations before starting Project demolition. The Demolition Contractor shall comply with all hauling and disposal regulations of authorities having jurisdiction.

1.6 SUBMITTALS

- A. Schedule of Building Demolition Activities: Indicate the following:
 1. Submit proposed detailed Work plan, schedule, and operations of demolition to Construction Manager and Architect for review at the Pre-Construction Meeting. Include schedule coordination for shut-off, capping and continuation of utility and other services as required.
 2. Detailed sequence of demolition and removal Work, with starting and ending dates for each activity.
 3. Interruption of utility services (interruption of active utilities feeding adjacent buildings shall be coordinated with the Construction Manager and Architect).
 4. Coordination for shutoff, capping, removal, and potential relocation of utility services.

1.7 SALVAGE AND DISPOSITION OF MATERIAL AND EQUIPMENT:

- A. **If the Demolition Contractor desires to retain, what he considers salvage material, the value of the salvaged item shall be indicated as a lump sum on the Bid Form and shall be deducted from the Demolition Contractor's Base Bid amount. If no value is indicated for salvaged material on the Bid Form, the Demolition Contractor shall not salvage any material from this demolition Project. Salvaging material from this Project without indicating its value on the Bid Form, may be in violation of state law.**
- B. All demolition materials shall be disposed of properly at a dump site officially designated to receive materials of the type being disposed of, in full accordance with all applicable codes and regulations. Burning of demolished material at the site is unacceptable.
 1. **The Demolition Contractor shall provide the Construction Manager/Owner's Representative with weekly submittals of all dump tickets listing dump site, driver, and truck number. In addition, a log of all loads removed from the site shall be kept by the Contractor's Designated Quality Control (QC) Person. This log shall be submitted to the Construction Manager on a weekly basis. In addition, the Demolition Contractor shall provide the Construction Manager with landfill records indicating receipt and acceptance of any hazardous wastes by a landfill facility licensed to accept hazardous materials.**
- C. Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean up spillage from streets and adjacent areas.
- D. Comply with federal, state, local hauling, and disposal regulations.
- E. It is impossible to show every detail of demolition on the Drawings. However, when removing existing equipment, piping, conduit and structural elements, remove items entirely. All electrical, mechanical, and plumbing /sewerage components shall be terminated in a safe and proper manner and underground utilities shall be removed to the

property line.

- F. Salvage: Unless specifically noted in the Contract Documents or indicated at the Pre-Bid Meeting to be salvaged, all components being removed shall be removed from the site under this Contract, except as indicated in this section. Items identified to be turned over to the Owner, shall be the Contractor's responsibility under this Contract.

1.8 EXISTING SITE CONDITIONS:

- A. The existing buildings and site have been vacated. Note that the demolition dust and noise shall be monitored.
- B. The Owner assumes no responsibility for the actual condition of the buildings to be demolished. The Demolition Contractor is responsible to visit the site as often as necessary to evaluate the condition of existing buildings.
- C. The Owner acknowledges that hazardous materials are existing at the demolition site. It shall be the responsibility of the Demolition Contractor to remove all hazardous materials in accordance with the Inspection Report/Management Plan, which is included by as a part of the bid documents, but not part of the Architect's scope. All hazardous materials shall be abated in accordance with NESHAP standards, AHERA standards, and all other applicable codes and standards as part of this Project.
- D. **Visit and examine the site. Note all conditions of character and extent of Work involved. No extras will be considered for any demolition Work that is not specifically described in the Contract Documents but that may be required to properly carry out the Work. The walk-through date shall be the date of the Mandatory Pre-Bid Conference, which will allow all Demolition Contractors the opportunity to view the Work required for this demolition Project. The date of the Mandatory Pre-Bid Conference is indicated on the Advertisement for Bids. The Demolition Contractor is encouraged to bring a digital camera to the Mandatory Pre-Bid Conference to document the exterior and interior of the existing conditions. The Bidders are expected to utilize these digital photographs for Bidding purposes.**
- E. Particular caution shall be exercised in the demolishing of building components to prevent injuries to persons and property. Do not leave pipes, stubs, brackets, and other building components loose without adequate support and anchorage. Safety of persons during and after demolition shall be the Demolition Contractor's primary concern. The Demolition Contractor shall be responsible to determine and assure that execution of the Work under this Contract in no way endangers any workman/persons. **The Demolition Contractor shall submit a site specific safety plan to their insurance provider. This site specific safety plan shall be approved by the Contractor's insurance provider. A letter indicating approval shall be submitted to the Construction Manager/Owner and Architect before Notice to Proceed from the Owner. Demolition Contractor shall follow all OSHA regulations.**

1.9 SOIL MATERIALS

- A. Earth moved from existing foundation shall only be relocated on this site if meeting the conditions of Section 31 20 00 - Excavation, Filling and Grading.
- B. Satisfactory Soils: Comply with requirements in Division 31 – Earthwork.

1. 31 20 00 - Earth Moving.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 GENERAL

- A. The Demolition Contractor shall be responsible for inspecting all existing conditions during the Bidding Phase. A Mandatory Pre-Bid Meeting shall be held before the Bid date to allow all Demolition Contractors to view existing conditions of the site. Failure to inspect the demolition site before Bid, shall not relieve the Demolition Contractor of his responsibilities indicated in the Contract Documents.

3.2 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of building demolition required.
- B. There are salvage items that the Owner requires the Demolition Contractor to salvage and store on site.

3.3 SITE CONDITIONS:

- A. If the Demolition Contractor uncovers unsatisfactory conditions that were not anticipated, immediately notify the Construction Manager and Architect, in writing, so that directions may be given to the Demolition Contractor.
 1. The Demolition Contractor shall not proceed until unsatisfactory conditions are corrected.
 2. Failure of the Demolition Contractor to notify the Construction Manager and Architect of unsatisfactory conditions not anticipated, shall constitute the Demolition Contractor's acceptance of these conditions as satisfactory. If the Demolition Contractor proceeds with Work under this condition, he shall do so at his own risk.
- B. The Demolition Contractor shall remove and dispose of all chemicals, gases, acids, and other dangerous materials that may be present on the site before proceeding with demolition operations.
- C. It is possible that the receding waters from Hurricane Ida, could have left rodents and reptiles beneath the existing buildings to be demolished. The Demolition Contractor shall employ a certified, licensed exterminator to treat the building and to control rodents and vermin before and during demolition operations.
- D. Execute all demolition required to properly carry out the intent of the Work as illustrated in the Drawings and Specifications provided herein.
 1. Coordinate location and installation of new safety/security fencing as indicated in the Drawings.

3.4 PREPARATION

- A. Existing Utilities: Locate, identify, disconnect, and seal or cap off all underground utilities serving buildings and structures to be demolished. All utilities shall be removed to a point near the property line as indicated in the Drawings unless otherwise indicated.
 - 1. Arrange to shut off any active utilities with the local utility companies.
 - 2. Cut off pipe or conduit a minimum of 36 inches below grade and near the property line as indicated on Drawings. Cap valve or plug and seal remaining portion of pipe or conduit as deemed necessary and meets all local codes and regulations.
- B. Existing Utilities: Refer to Division 2 Section for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start demolition Work until utility disconnecting and sealing have been completed and verified in writing to the Construction Manager and Architect.

3.5 CONTRACTOR'S REGISTERED SURVEYOR:

- A. If the building foundation is structured with piles, and after concrete pile caps are removed at large areas of Project, the Demolition Contractor shall pay for a registered Surveyor to locate and record each pile location.
- B. The Construction Manager and Architect shall be notified by the Demolition Contractor seven (7) days in advance of the anticipated exposure of large areas of piling so that piling may be viewed by the Construction Manager and Architect, if desired. Note that large areas of piling shall be exposed and pile caps removed before the Demolition Contractor's Surveyor arrives at the site to locate exposed piling. The Demolition Contractor's Registered Surveyor shall locate all existing piling and give a total count of piling utilizing the Owner's Surveyor's benchmark used for the boundary/topographic surveys. The Demolition Contractor shall be responsible to provide a digital copy of the piling survey along with five (5) 24 inch by 36 inch hard copies to both the Construction Manager and Architect.
- C. After all piling have been cut to a depth of 36 inches and all fill, compacting and grading have been completed, the Demolition Contractor's Registered Surveyor shall be called to the site to establish the topographic elevation grid beneath the demolished building's footprint. The Demolition Contractor's Registered Surveyor shall document new finish grade elevation in a 25 feet by 25 feet grid beneath the demolished building's footprint utilizing the Owner's Surveyor's benchmark used for the boundary/topographic survey. The Demolition Contractor shall be responsible to provide a digital copy of the topographic elevation grid along with five (5) 24 inches by 36 inches hard copies to both the Construction Manager and Architect.

3.6 PROTECTION

- A. The Demolition Contractor shall provide and maintain all safety precautions during demolition Work. Demolition Contractor shall install a temporary chain link security fence where indicated on Drawings and encloses the demolition site. All gates in the security fence shall be secured.
- B. Enclosures, barricades, signs, etc. shall be used at the Demolition Contractor's discretion in order to direct pedestrians, and vehicular traffic away from the demolition site. The Demolition Contractor shall be responsible for the safety and structural stability of all

enclosures, barricades, signs, etc. that have been implemented by him.

- C. The Demolition Contractor shall provide fire extinguishers located adjacent to any hazardous materials that could cause fire. All personnel performing demolition Work must be trained in the use of such fire extinguishing equipment. Whenever a cutting torch or other equipment that might cause a fire is used, provide and maintain fire extinguishers nearby for immediate use.
- D. The Demolition Contractor shall prevent the spread of flying debris, particles, and dust. Sprinkle rubbish and debris with water to keep dust to a minimum. Clean the Work area daily.
- E. The Demolition Contractor shall remove existing utilities as indicated or uncovered by demolition Work and terminate in a manner conforming to nationally recognized codes covering the specific utility. When utility lines are encountered, that are not indicated on the Drawings and are active, verify if the active utility is servicing an adjacent building in use and notify the Construction Manager and Architect of this condition.
- F. No existing items to remain unless otherwise called for in these Specifications or Drawings.
- G. Temporary Protection: Erect temporary protection where required by authorities having jurisdiction and as indicated.
 - 1. Provide temporary barricades and other protection required to prevent injury to people.
 - 2. Provide protection to ensure safe passage of people around building demolition area.

3.7 ACTUAL DEMOLITION

- A. Remove buildings and structures and site improvements intact when permitted by authorities having jurisdiction.
- B. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- C. Concrete Walks-on-Grade: Saw-cut perimeter of area to be demolished at junctures with construction indicated to remain, then break up and remove.
- D. Below-Grade Construction: Demolish foundation walls and other below-grade construction. Completely remove foundation except for uncut lengths of piling.
- E. Existing Utilities: Abandon existing inactive utilities and below-grade inactive utility structures. Cut inactive utilities flush below grade near the property line and as indicated on Drawings.

3.8 EXPLOSIVE DEMOLITION

- A. Explosives: Use of explosives is not permitted.

3.9 SITE RESTORATION

- A. Site Grading: Uniformly rough grade area where demolition Work has occurred to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades. Provide for positive drainage.
- B. Repair and make good any damage to adjacent properties or improvements caused by demolition.

3.10 DISPOSAL OF DEMOLISHED MATERIALS

- A. The crushing of demolition materials shall not be allowed on the Project site. All demolition materials shall be disposed of properly at a dump site officially designated to receive materials of that being disposed of, in full accordance with all applicable codes and regulations.
- B. General: Remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to over accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- C. Burning: Do not burn demolished materials.
- D. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 02 29 10

SECTION 31 20 00 – EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section
- B. Geotechnical Investigation: Geotechnical Investigation by Soils Engineer. Geotechnical report may be obtained from Architect's office.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for buildings.
 - 2. Excavating and backfilling for buildings and structures.
 - 3. Drainage course for slabs-on-grade.
 - 4. Excavating and backfilling for utility trenches.
 - 5. Excavating and backfilling trenches for buried mechanical and electrical utilities and pits for buried utility structures.
- B. Related Sections include the following:
 - 1. Division 01 Section "Quality Requirements" for independent testing agency procedures and administrative requirements.
 - 2. Any sections for installing underground mechanical and electrical utilities and buried mechanical and electrical structures.

1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- D. Drainage Course: Course beneath the slab that minimizes upward capillary flow of pore water.
- E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial Work directed by Architect, shall be without additional compensation.
- F. Fill: Soil materials used to raise existing grades.
- G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- H. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- I. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

- A. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
1. Classification according to ASTM D 2487 of each on-site and borrow soil material proposed for fill and backfill.
 2. Test reports on borrow material.
 3. Field density test reports.
 4. One (1) optimum moisture-maximum density curve for each type of soil encountered.

1.5 QUALITY ASSURANCE

- A. Codes and Standards: Perform Work in compliance with applicable requirements of governing authorities having jurisdiction.
- B. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- C. Testing and Inspection Service: Owner will engage and pay for soil testing and inspection service for quality control testing during earthwork operations. Contractor shall pay for all retesting of failed tests.

1.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.

2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Existing Utilities: Locate existing underground utilities before performing earthwork. If utilities are to remain in place, provide protection from damage during earthwork operations.
- C. Interruption of Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.
 1. Notify Architect not less than two (2) days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Architect's written permission.
 3. Contact utility-locator service for area where Project is located before excavating.
- D. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory Soils: Imported soil fill material used to raise the site grade should be a low plasticity silty or sandy clay (USCS Classification, CL), shall be free of roots, construction debris, organic matter or any other deleterious materials, have a maximum clay lump size less than 2 inches, and have a liquid limit of less than 42, and a plasticity index value between 10 and 22. If a fine-grained sandy clay soil is used for select fill, close moisture content control will be required to achieve the recommended degree of compaction.
- B. Unsatisfactory Soils: Soils other than satisfactory soils.
 1. Unsatisfactory soils also include satisfactory soils not maintained within -1 to +3 percentage points of the optimum moisture content at time of compaction as determined by the Standard Proctor test (ASTM D 698).
- C. Bedding Course (or Bedding Material): Free draining stone or a sand gravel mixture consisting of approximately 35 percent clean sand with less than 5 percent fines and approximately 65 percent pea gravel with a maximum aggregate size of 1/2 inch, compacted to at least 70 percent relative density as determined by ASTM D4253 and ASTM D4254 or to at least 90 percent of the maximum density as determined by ASTM D698 (Standard Proctor).
- D. Drainage Course: Provide a stone drainage layer beneath the concrete slab and vapor retarder as indicated on the contract documents and described below.
 1. A 6 inch thick layer of number 610 crushed and washed limestone complying with the following gradation:

Sieve Size	Percent Passing
1-1/2 inches	100
1 inch	90 to 100
3/4 inch	70 to 100
1/2 inch	62 to 90
3/8 inch	62 to 90
No. 4	40 to 65
No. 40	12 to 26
No. 200	5 to 12

- E. Geotextile Fabric: Provide a Terratex N04 geotextile fabric (or approved equal) beneath stone drainage layer.
- F. Compacted Granular Fill or Base: Crushed limestone or crushed concrete meeting the requirements of the Louisiana Standard Specifications for Roads and Bridges, Section 1003.03b or 1003.03c, or relatively clean sand with less than 15 percent fines (material passing a number 200 sieve).
- G. Refer to Geotechnical Investigation by Soils Engineer, for additional information on fill material and on compaction requirements for fill material.

2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
- B. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.
 - 3. Orange: Telephone and other communications.
 - 4. Blue: Water systems.
 - 5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. In order to prepare the building area for fill, the site shall be stripped of all vegetation, soft or loose surface soils, obstructions, and all deleterious materials. This includes any loose or water-softened surface materials. Remove a minimum of 6 inches surficial soil.
 - 1. Objectionable materials that should be removed include: Stumps, roots, organic laden soil, and any rubble or debris that may be present.
 - 2. When trees are removed, the entire root ball should be excavated such that the remaining roots measure 1 inch in diameter, or less.
 - 3. Removal (stripping) of deleterious materials shall extend a minimum of 5 feet beyond the perimeter of the new building structure and 2 feet beyond the perimeter of the proposed pavement areas.
 - 4. Soil shall also be removed from areas where existing site pavement is being demolished and removed. Contractor shall figure 6 inches (minimum) of removal in Bid. The actual stripping depth in these areas shall be verified and monitored by the Geotechnical Engineer (representing the Owner) at the time of construction to ensure adequate removal of deleterious materials.
- C. Additional information for preparation requirements of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface, and treatment or improvement are specified in Division 2 Section "Site Clearing". Also refer to Geotechnical Investigation by Soils Engineer for additional information on site Work and subgrade preparations.
- D. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.
- E. If unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated materials as directed by Architect.
- F. Stability of Excavations: Slope sides of excavations to comply with local codes and ordinances having jurisdiction (including all OSHA requirements). Shore and brace where sloping is not possible because of space restrictions, stability of material excavated, or height of excavation.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.
3. Positive site drainage shall be provided within 10 feet of building pad directing water from the building to prevent infiltration of surface water around the perimeter of the building and the floor slab.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.
- B. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.4 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other Work.

3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
 1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: All utility pipes shall be bedded in firmly placed and compacted bedding material. Reference the Utility Trench Backfill paragraph below for more information.

3.6 SUBGRADE INSPECTION

- A. Notify Architect when excavations have reached required subgrade.
- B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

- C. Proof-roll subgrade below the building slabs and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Contact Architect forty-eight (48) hours prior to proof-rolling. A representative of the Architect or a representative of the Testing Agency must be on site during proof-rolling operations.
 - 2. Completely proof-roll subgrade in one (1) direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 - 3. Proof-roll with a loaded tandem-axle dump truck or similar heavy rubber-tired vehicle weighing approximately 12 to 15 tons.
 - 4. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with twenty-eight (28) day compressive strength of 2500 psi, may be used when approved by Architect.
 - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Architect.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, sub-drainage, dampproofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.

- 6. Removing temporary shoring and bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.10 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Fill with a concrete having a minimum twenty-eight (28) day compressive strength of 2,500 psi. Supplier shall provide a mix design for review and approval by Architect and Engineer.
- D. All utility pipes shall be bedded in firmly placed and compacted bedding material. The bedding shall be at least 8 inches in thickness and should extend 1/2 of the pipe diameter beyond the edges of either side of the pipe or a minimum of 12 inches, whichever is greater. The pipe should be side bedded to the mid-height of the pipe or to the pipe spring line if arch pipe is used.
- E. The trench excavations should be backfilled to the surface with granular fill. The granular backfill should consist of limestone or sand with less than 15 percent fines and should be placed in lifts not exceeding 8 inches in thickness. The backfill should be compacted to a minimum of 95 percent of the maximum dry density as determined by ASTM D698.
- F. All utility trenches that penetrate the building shall be effectively sealed to restrict water intrusion and flow through trenches that could migrate below the building. An effective clay "trench plug" that extends at least 5 feet out from the face of the building exterior shall be contrasted at each utility trench which penetrates the building perimeter. The plug material shall be a clay satisfactory soil compacted at a water content at or above the soils optimum water content. The clay satisfactory soil shall be placed to completely surround the utility line and be compacted.
- G. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.11 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than one (1) vertical to four (4) horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under building slabs, use satisfactory soil material.
 - 2. Under footings and foundations, use satisfactory soil material.
 - 3. Under grass and planted areas, use satisfactory soil material.
 - 4. Under walks and pavements, use satisfactory soil material.
 - 5. Under steps and ramps, use engineered fill.

- C. Place soil fill on subgrades free of mud, frost, snow, or ice.
- D. Extend fill for building 5 feet beyond the edges of building prior to sloping.

3.12 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within -1 to +3 percentage points of the optimum moisture content at time of compaction as determined by the Standard Proctor test (ASTM D 698).
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds the optimum moisture content allowance stated above and is too wet to compact to the specified dry unit weight.
 - 3. If water must be added to adjust the moisture content, it should be uniformly applied and thoroughly mixed into the soil by disking or scarifying.

3.13 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials only after the site has been proof-rolled.
- B. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- C. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- D. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698: See Geotechnical report for further information.
 - 1. Under building slabs, compact top 12 inches of sub grade and each layer of backfill or fill material to at least 95 percent of the maximum dry density as determined by the Standard Proctor compaction test (ASTM D 698).
 - 2. Under pavements, scarify and re-compact top 12 inches of existing subgrade and each layer of backfill or fill soil material to 95 of the Standard Proctor Compaction (ASTM D698).
 - 3. Under walkways, scarify and re-compact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 (Standard Proctor) percent.

3.14 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Provide a drainage course using granular material as defined in Part 2 of this specification.
- B. Place drainage course on subgrades free of mud, frost, snow, or ice.
- C. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:

1. Install sub-drainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place drainage course 6 inches or less in compacted thickness in a single layer.
3. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
4. Compact each layer of drainage course to a minimum relative density of 75 percent as per ASTM D4253.

3.15 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase and base course under pavements and walks as follows:
 1. Shape subbase and base course to required crown elevations and cross-slope grades.
 2. Place subbase and base course 6 inches or less in compacted thickness in a single layer.
 3. Place subbase and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
- C. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials.
- D. Compact granular bases for rigid pavement to at least 98 percent of the maximum dry density as determined by ASTM D-698 at moisture contents with 2 percent of optimum

3.16 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 1. Lawn or Unpaved Areas: Plus, or minus 1 inch.
 2. Walks: Plus, or minus 1 inch.
 3. Pavements: Plus, or minus 1/2 inch.
 4. Parking Lot Islands:
 - a. Remove all concrete debris.
 - b. Provide compacted top soil to top of curb and crown fill in middle for 1.5 percent slope.

- C. Grading Inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10 foot straightedge.

3.17 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 - 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
 - 2. Determine that fill material and maximum lift thickness comply with requirements.
 - 3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- B. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed Work comply with requirements.
- D. Testing agency will test compaction of soils in place according to ASTM D 1557, ASTM D 2167, ASTM D 2922, ASTM D 2937, and ASTM D 698, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one (1) test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three (3) tests.
 - 2. Trench Backfill: At each compacted initial and final backfill layer, at least one (1) test for each 400 feet or less of trench length, but no fewer than two (2) tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; re-compact and retest until specified compaction is obtained.

3.18 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Architect (or Engineer); re-shape and re-compact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent Work, and eliminate evidence of restoration to greatest extent possible.

3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off of Owner's property.

END OF SECTION 31 20 00