

September 2, 2020

Please find the following addendum to the below mentioned BID.

Addendum No.: 2
Bid #: 20-13-2
Project Name: Fishing Pier Phase II
Bid Due Date: September 9, 2020

GENERAL INFORMATION:

1. Add the following General Note to Plan Sheet No. 4, Site Plan.
2. ABOVE GROUND 1" WATER LINE SHALL BE BLACK POLYETHYLENE (PE) PLASTIC PIPE, PE 3408, DR9, CONFORMING TO ASTM D2737. THE PE MATERIAL SHALL MEET OR EXCEED THE REQUIREMENTS OF D1248 FOR TYPE III, GRADE "P34", CLASS "C" MATERIAL. ALL FITTINGS, CONNECTORS, CORPORATION STOPS AND ANY OTHER APPLICABLE AND APPROPRIATE APPURTENANCES USED IN CONJUNCTION WITH PE PIPE SHALL BE MADE OF A LEAD FREE BRONZE/BRASS, AND MEET ALL CRITERIA SET FORTH BY AWWA, ASTM AND ANSI FOR USE OF THESE ITEMS IN POTABLE WATER DISTRIBUTION SYSTEMS.

ALL CONNECTIONS AND HANGERS ASSOCIATED WITH THE ABOVE GROUND 1" WATER LINE SHALL BE STAINLESS STEEL. INSTALL TWO (2) VALVES IN ABOVE GROUND 1" WATER LINE SPACED TO ALLOW FOR DRAINAGE DURING FREEZE EVENTS.

<<End of Addendum #2>>

September 1, 2020

Please find the following addendum to the below mentioned BID.

Addendum No.: 1
Bid #: 20-13-2
Project Name: Fishing Pier Phase II
Bid Due Date: September 9, 2020

GENERAL INFORMATION:

1. Mandatory Pre-Bid Meeting Minutes are attached.
 2. Drawings, Sheet No. 4, Site Plan, General Notes. Add General Note No. 2:
 2. The concrete deck and bridge rails shall be pressure washed as part of the Base Bid.
 3. Project Manual, Section 04, LA Uniform Public Work Bid Form & Unit Price Bid Form. Delete this section in its entirety and add attached Section 04, LA Uniform Public Work Bid Form.
 4. Project Manual, Section 10280, Part 1: General, Paragraph 1.3 Submittals, Subparagraph D. Delete this subparagraph in its entirety.
 5. Project Manual, Davis Bacon Labor Standards. Add this section in its entirety.
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QUESTIONS & ANSWERS

Question #1 Can we visit the pier during the advertisement period?

Answer #1 The pier is typically closed however, we will open the pier on September 4, 2020, from 9:00 A.M. to 11:00 AM. This pier will be open for visiting the site only and is non-mandatory.

Question #2 Will the wooden pier be open to the public during construction?

Answer #2 We had stated at the Mandatory Pre-Bid that it would be open, and we would address in an Addendum if it changes. After discussions we have decided to close the operations of the pier during the construction, however the pier must be completed on or before March 1, 2021 with no exceptions.

Question #3 Is there a load restriction on the bridge?

Answer #3 We will allow a small golf cart type of vehicle to cross the wooden section of the pier. It must have a total weight of less than 2,000 lbs. This includes cart, people and materials.

Question #4 What is the construction duration and can we extend due to possible long lead times for the shade structures?

Answer #4 Per Section 02 of the specifications, #5, the contract time is 120 calendar days. We will keep as is.

Question #5 Does the Buy American Act apply to this project?

Answer #5 No.

APPROVED EQUALS

Contractor shall note that prior approval is by manufacturer's name only. Contractor shall ensure that the products used in preparation of his proposal and proposed to be used on this project, is equivalent to that specified in appearance, performance, size, installation type, and shape. Any material found to not be equivalent to that specified will be rejected. Prior approval of one manufacturer does not automatically prior approve any subsidiary company, parent company and/or sister company and their associated products.

<u>PRODUCT</u>	<u>MANUFACTURER</u>
Fixture Type F1/F1A	LCD Manufacturer is acceptable. Fixture to be 4' in-lieu of 2' fixture submitted.
Fixture Type F3	Alphalite Manufacturer is acceptable. Provide dark skies shield as specified.
Fixture Type F4	Alphalite Manufacturer is acceptable. Provide IP65 fixture as specified Philips Manufacturer is acceptable.

ATTACHMENTS:

1. LA Uniform Public Work Bid Form
2. Mandatory Pre-Bid Meeting Minutes
3. Davis Bacon Labor Standards

Section 04

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. Tammany Parish Government
21454 Koop Dr., Suite 2F
Mandeville, La 70471

BID FOR: Fishing Pier Phase II
Bid # 20-13-2

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: Meyer Engineers, Ltd. and dated: July 27, 2020.

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 Shade Structures (10 x 20) and Benches for the sum of:

Dollars (\$)

Alternate No. 2 CCTV Security System for the sum of:

Dollars (\$)

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

N/A Dollars (\$)

NAME OF BIDDER:

ADDRESS OF BIDDER:

LOUISIANA CONTRACTOR'S LICENSE NUMBER:

NAME OF AUTHORIZED SIGNATORY OF BIDDER:

TITLE OF AUTHORIZED SIGNATORY OF BIDDER:

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **:

DATE:

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

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

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

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

MEYER ENGINEERS, LTD.

MEMORANDUM

PROJECT NO: 20-1419

PROJECT NAME: Fishing Pier Phase II

DATE: 08/19/2020 **BY:** David Dupre

PHONE CALL: **MEETING:**

NUMBER: _____ **LOCATION:** Project Site

FROM: _____ **ATTENDING:** See Attached

COMMENTS: There was a Mandatory Pre-Bid Meeting at the site and the following items were discussed:

- Davis-Bacon labor standards apply. A guide is attached to this addendum.
- Specifications should be reviewed by contractors regarding types of insurance required.
- Per the specs, \$5,000 should be added to all bids for lighting allowance to replace existing pier lights.
- Project scope was reviewed.
- Available for construction is \$1,300,000.
- Engineers Estimate: Base Bid - \$1,212,100; Alternate #1: \$166,000; Alternate #2 - \$89,000.
- All questions should be submitted to procurement in writing and will be addressed in addendum.

SIGN-IN SHEET

A/E PROJECT NO.: 20-1419

PROJECT NAME: St. Tammany Fishing Pier - Phase II

DATE: 8.19.2020

LOCATION: Fishing Pier

NAME	COMPANY	PHONE	EMAIL
1 David Dupre	Meyer Engineers, Ltd.	504-885-9892	Ddupre@Meyer-E-L.com
2 Steve Benz	Savin Construction	995-992-2426	MIKE @ SAVIN CC .WST
3 Roberto Martinez	Arcos Elect. Cont. Inc	504-462-0184	arcoselectrical@gmail.com
4 Carol Smith	EM COMPS CONSTRUCTION	785-817-4960	EMCOMPS CONSTRUCTION.COM
5 Britni Hawkins	Steele-P Development LLC	504-373-0100	steele@std.com
6 Ryan Audibert	Gill's Crane Service	504-663-5530	1450@grillcrane.com
7 Marcos Canale	McDonald Const	285-641-8621	marcos.mcdonald.construction@yahoo.com
8 David Gottfried	Gottfried Construction	985-893-3773	dgottfried@gottfried-us.com
9 Shelley Franning	Manning Lumber & Marine	905-288-4888	stephen@manninglumber.com
10 Kevin St. Roman	BLS	504-281-7376	WStRoman@betterlumps.com
11 Christie Eastman	STPC - Grants	905-907-5095	cseastman@stpgov.org
12 DAVID KOPPEL	STPC EM	985-898-2792	davidk@stpgov.ORG
13	Meyer Engineers, Ltd.		
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U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON

LABOR STANDARDS

*A Contractor's Guide
to Prevailing Wage Requirements
for Federally-Assisted Construction Projects*

*January 2012
Previous versions obsolete*



INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations on-line:

<http://www.hud.gov/offices/olr>

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

TABLE OF CONTENTS

INTRODUCTION	i
CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES	1-1
1-1 DAVIS-BACON AND OTHER LABOR LAWS	1-1
a. The Davis-Bacon Act (DBA).....	1-1
b. The Contract Work Hours and Safety Standards Act (CWHSSA).....	1-1
c. The Copeland Act (Anti-Kickback Act).....	1-2
d. The Fair Labor Standards Act (FLSA).....	1-2
1-2 DAVIS-BACON REGULATIONS	1-2
1-3 CONSTRUCTION CONTRACT PROVISIONS	1-2
1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR	1-3
1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR	1-4
CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS	2-1

SECTION - I THE BASICS

2-1 THE WAGE DECISION	2-1
a. The work classifications and wage rates.....	2-1
b. Posting the wage decision.....	2-2
2-2 ADDITIONAL “TRADE” CLASSIFICATIONS AND WAGE RATES	2-2
a. Additional classification rules.....	2-2
b. Making the request.....	2-3
c. HUD review.....	2-3
d. DOL decision.....	2-3
2-3 CERTIFIED PAYROLL REPORTS	2-4
a. Payroll formats.....	2-4
b. Payroll certifications.....	2-4
c. “No work” payrolls.....	2-4
d. Payroll review and submission.....	2-5
e. Payroll retention.....	2-5
f. Payroll inspection.....	2-5
2-4 DAVIS-BACON DEFINITIONS	2-5
a. Laborer or mechanic.....	2-5
b. Employee.....	2-6
c. Apprentices and trainees.....	2-6
d. Prevailing wages or wage rates.....	2-7
e. Fringe benefits.....	2-7
f. Overtime.....	2-7
g. Deductions.....	2-8
h. Proper designation of trade.....	2-8
i. Site of work.....	2-8

SECTION - II REPORTING REQUIREMENT

2-5	COMPLETING A PAYROLL REPORT	2-9
	a. Project and contractor/subcontractor information.....	2-9
	b. Employee information.....	2-9
	c. Work classification.....	2-9
	d. Hours worked	2-10
	e. Rate of pay	2-10
	f. Gross wages earned	2-10
	g. Deductions	2-11
	h. Net pay	2-11
	i. Statement of compliance.....	2-11
	j. Signature.....	2-11

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6	COMPLIANCE REVIEWS	2-12
	a. On-site interviews.....	2-12
	b. Project payroll reviews	2-12
2-7	TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS	2-12
	a. Inadequate payroll information.....	2-12
	b. Missing identification numbers	2-12
	c. Incomplete payrolls	2-13
	d. Classifications	2-13
	e. Wage Rates.....	2-13
	f. Apprentices and trainees.....	2-13
	g. Overtime.....	2-13
	h. Computations	2-13
	i. Deductions	2-13
	j. Fringe benefits.....	2-14
	k. Signature	2-14
	l. On-site interview comparisons	2-14
	m. Correction certified payroll.....	2-14
2-8	RESTITUTION FOR UNDERPAYMENT OF WAGES	2-14
	a. Notification.....	2-14
	b. Computing wage restitution.....	2-15
	c. Correction certified payrolls.....	2-15
	d. Review of correction CPR	2-15
	e. Unfound workers	2-15

**CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE
REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW
ACCOUNTS, AND SANCTIONS..... 3-1**

3-1 INTRODUCTION..... 3-1
3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES..... 3-1
 a. Additional classifications and wage rates..... 3-1
 b. Findings of underpayment..... 3-2
3-3 WITHHOLDING..... 3-2
3-4 DEPOSITS AND ESCROWS..... 3-3
3-5 ADMINISTRATIVE SANCTIONS..... 3-4
 a. DOL debarment..... 3-4
 b. HUD sanctions..... 3-4
3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS..... 3-5

APPENDICIES

ACRONYMS AND SYMBOLS..... A-1
DAVIS-BACON - RELATED WEB SITES*..... A-2
HUD-4720, Project Wage Rate Sheet..... A-3
WH-347, Payroll Form/Statement of Compliance..... A-4

CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 DAVIS-BACON AND OTHER LABOR LAWS.

- a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

- b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts **except** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of \$100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

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- c. **The Copeland Act (Anti-Kickback Act)**. The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.
 - d. **The Fair Labor Standards Act (FLSA)**. The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 DAVIS-BACON REGULATIONS.

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7***. Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29.htm

1-3 CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

- a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤\$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:
www.hud.gov/offices/adm/hudclips/index.cfm

- b. **Davis-Bacon Wage Decisions.** The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is “locked-in” and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
<http://www.wdol.gov>

1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

The principal contractor (also referred to as the **prime** or **general contractor**) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

To make this Guide easier to understand, the term “prime contractor” will mean the principal contractor; “subcontractor” will mean all subcontractors including lower-tier subcontractors; and the term “employer” will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.

The **contract administrator** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, **The Wage Decision**) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, **Compliance Reviews**) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

WHERE TO START? Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I - THE BASICS

2-1 **THE WAGE DECISION.**

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

- a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

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- b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

2-2 **ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.**

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

- a. **Additional classification rules.** Additional classifications and wage rates can be approved if:
1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).
 2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
 3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.)
And,
 4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

-
- b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.
- c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

- d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 CERTIFIED PAYROLL REPORTS.

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

- a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

- b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:
www.dol.gov/whd/forms/wh347.pdf

- c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

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- d. **Payroll review and submission.** The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

- e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.
- f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 **DAVIS-BACON DEFINITIONS.**

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

- a. **Laborer or mechanic.** "Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.
1. **Working foremen.** Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.
 2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

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- b. **Employee.** Every person who performs the work of a laborer or mechanic is “employed” regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD’s Labor Relations web site (see the list of web site addresses in the Appendix).

- c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are “apprentices” and “trainees” registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman’s wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman’s wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice.** A “probationary apprentice” can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.
2. **Pre-apprentice.** A “pre-apprentice”, that is, someone who is not registered in a program and who hasn’t been DOL- or SAC-certified for probationary apprenticeship is not considered to be an “apprentice” and must be paid the full journeyman’s rate on the wage decision for the classification of work they perform.
3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

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- d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.
1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.
- e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires \$10/hour basic rate plus \$5/hour fringe benefits, you must pay no less than that total (\$15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay \$15 in base wage with no fringe benefits, or you could pay \$12 basic plus \$3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or \$9 basic plus \$6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

- f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

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- g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to “kick-back” (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring, again, to our example above where the wage decision requiring a \$15 total wage obligation (\$10 basic wage plus \$5 fringe benefits) was met by paying \$9 base wage plus \$6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: \$15/hr (\$9 basic + \$6 fringe) plus \$5 (one-half of \$10, the wage decision basic rate) for a total of \$20 per hour.

- h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren't considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.
1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.
- i. **Site of work.** The “site of work” is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. “Site of work” can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II - REPORTING REQUIREMENTS

2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

- a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.
- b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

- c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

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1. **Apprentices or trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.
 2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.
- d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.
- e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.
1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

The effective hourly rate must be reflected on the certified payroll and this hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the overtime rate would be: $(\$10 \times 1 \frac{1}{2}) + \$5 = \$20/\text{hour}$.

- f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

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- g. **Deductions.** Show the amounts of any deductions from the gross earnings. “Other” deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

- h. **Net pay.** Show the net amount of wages paid.

- i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer’s weekly payroll no matter how many pages are needed to report the employee data.

- j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

- a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.
- b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

- a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.
- b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

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- c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.
- d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)
- e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.
- f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.
- g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:
1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at \$10 per day per violation. Or,
 2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.
- h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.
- i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

- j. **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.
- k. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.
- l. **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.
- m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES.

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

- a. **Notification** to the Employer/Prime contractor. The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

- b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.
- c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

- d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.
- e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 INTRODUCTION.

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, “things going wrong” usually means there’s a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

- a. **Additional classifications and wage rates.** Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.
 1. **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

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2. **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by the DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)
- b. **Findings of underpayment.** Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)
2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 WITHHOLDING.

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

3-4 DEPOSITS AND ESCROWS.

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

- a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.
- b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

-
2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

- c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 ADMINISTRATIVE SANCTIONS.

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

- a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.
- b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.
 1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

-
2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

ACRONYMS AND SYMBOLS

CDBG -	Community Development Block Grant
CFR -	Code of Federal Regulations
CPR -	Certified Payroll Report
CWHSSA -	Contract Work Hours and Safety Standards Act
DBA -	Davis-Bacon Act
DBRA -	Davis-Bacon and Related Acts
DOL -	Department of Labor
FHA -	Federal Housing Administration
FLSA -	Fair Labor Standards Act
HUD -	Housing and Urban Development (Department of)
IHA -	Indian Housing Authority
LCA -	Local Contracting Agency
LDP -	Limited Denial of Participation
O/T -	Overtime
PHA -	Public Housing Agency
S/T -	Straight-time
SAC -	State Apprenticeship Council/Agency
TDHE -	Tribally-Designated Housing Entity
§ -	Section
¶ -	Paragraph

DAVIS-BACON - RELATED WEB SITES*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

HUDClips (HUD Forms and Publications):
www.hud.gov/offices/adm/hudclips/index.cfm

DOL Davis-Bacon and Related Acts Homepage:
<http://www.dol.gov/whd/contracts/dbra.htm>

DOL Regulations:
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/whd/programs/dbra/forms.htm

***Web addresses active as of January 2012**

Project Wage Rate Sheet			U.S. Department of Housing and Urban Development Office of Labor Relations			
Project Name:			Wage Decision Number/Modification Number:			
Project Number:			Project County:			
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers Fringe Benefits		\$
Bricklayers			\$	Group #	BHR	Total Wage
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	Operators Fringe Benefits:		\$
Plumbers			\$	Group #	BHR	Total Wage
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Workers			\$			\$
Tapers			\$			\$
Tile Setters			\$	Truck Drivers Fringe Benefits:		\$
Other Classifications				Group #	BHR	Total Wage
			\$			
			\$			
			\$			
Additional Classifications (HUD Form 4230-A)						
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Date of HUD Submission to DOL		Date of DOL Approval
			\$			
			\$			
			\$			



U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS PROJECT OR CONTRACT NO.

OMB No. 1215-0149 Expires 12/31/2011

Rev. Dec. 2008

PAYROLL NO. **FOR WEEK ENDING** **PROJECT AND LOCATION**

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (9). LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER	(2) NO. OF EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK					
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS				
			OT	ON	SA																

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.6(a). The Contractor Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week". U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(c)(3)(i) require contractors to submit weekly a copy of a statement to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing the burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room G3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Date _____
 I, _____ (Name of Signatory Party) _____ (Title)
 do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) _____ on the _____ (Building or Work) _____ that during the payroll period commencing on the _____ day of _____ and ending the _____ day of _____ all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
 — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 2381 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Housing and Urban Development
Office of Departmental Operations and Coordination
Washington, DC 20410

Email: www.OfficeofLaborRelations@hud.gov

Labor Relations Desk Guide
LR01.DG



BID PROPOSAL

ST. TAMMANY PARISH
GOVERNMENT



BID PACKAGE FOR
Fishing Pier PH II

BID NO.: 20-13-2

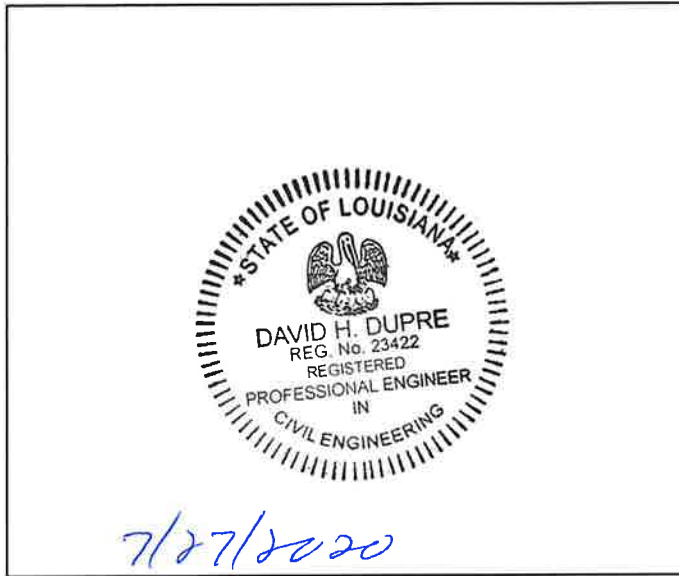
July 27, 2020

SECTION 00007: PROFESSIONAL SEALS

Project Name: **FISHING PIER PHASE II**

Date: **JULY 27, 2020**

CIVIL SPECIFICATIONS: The following specification sections for Fishing Pier Phase II were prepared by me or under my direct personal supervision:



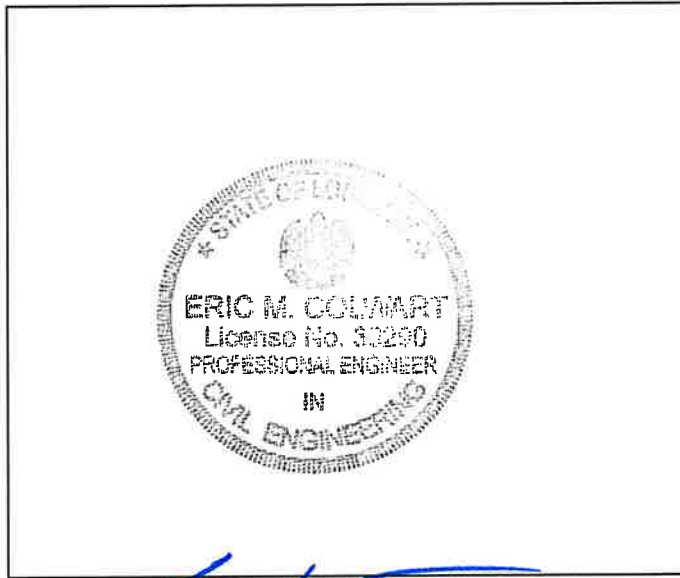
**Meyer Engineers, Ltd.
Engineer & Architect
David H. Dupre, P.E.**

SECTION 00007: PROFESSIONAL SEALS

Project Name: **FISHING PIER PHASE II**

Date: **JULY 27, 2020**

STRUCTURAL SPECIFICATIONS: The following specification sections for Fishing Pier Phase II were prepared by me or under my direct personal supervision:



 **07-27-2020**

**Meyer Engineers, Ltd.
Engineer & Architect
Eric M. Colwart, P.E.**

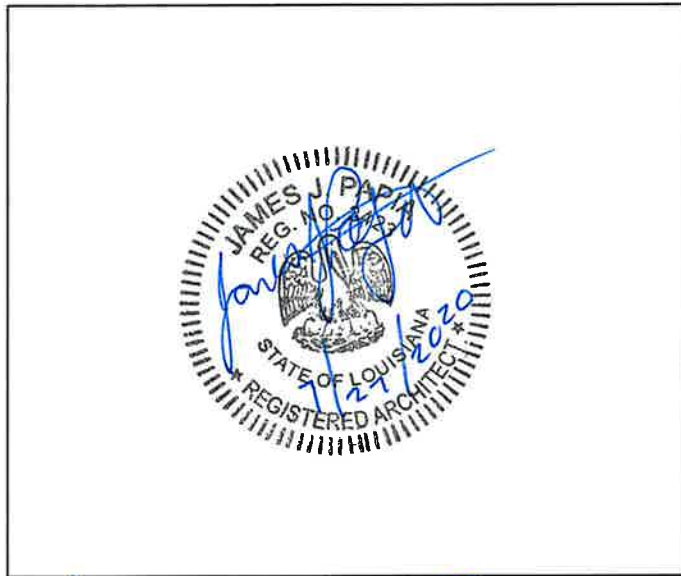
END OF STRUCTURAL

SECTION 00007: PROFESSIONAL SEALS

Project Name: **FISHING PIER PHASE II**

Date: **JULY 27, 2020**

ARCHITECTURAL SPECIFICATIONS: The following specification sections for Fishing Pier Phase II were prepared by me or under my direct personal supervision:



James J. Papia 7/27/2020
Meyer Engineers, Ltd.
Engineer & Architect
James "Jimmie" Papia, AIA, NCARB

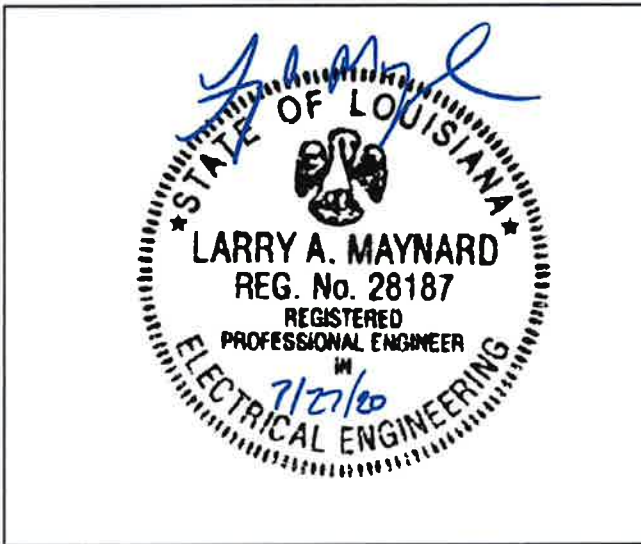
END OF ARCHITECTURAL

SECTION 00007: PROFESSIONAL SEALS

Project Name: FISHING PIER PHASE II

Date: JULY 27, 2020

ELECTRICAL SPECIFICATIONS: The following specification sections for Fishing Pier Phase II were prepared by me or under my direct personal supervision:



ADG New Orleans, LLC
Larry Maynard, P.E.

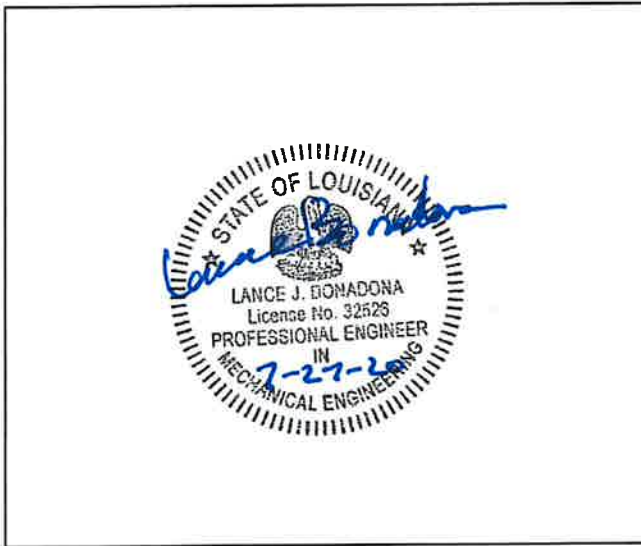
END OF ELECTRICAL

SECTION 00007: PROFESSIONAL SEALS

Project Name: FISHING PIER PHASE II

Date: JULY 27, 2020

MECHANICAL AND PLUMBING SPECIFICATIONS: The following specification sections for Fishing Pier Phase II were prepared by me or under my direct personal supervision:



**ADG New Orleans, LLC
Lance Bonadona, P.E.**

END OF MECHANICAL AND PLUMBING

*** * ***

00007 - 5

MS070606E



ST. TAMMANY PARISH

MICHAEL B. COOPER
PARISH PRESIDENT

NOTICE TO BIDDERS

Sealed bids will be received by the Department of Procurement, until 2:00 p.m., **Wednesday, September 9, 2020** and then opened and read publicly at that time by the Procurement Staff for the following project:

Bid #20-13-2 – Fishing Pier Ph II

Each paper bid must be submitted in a sealed envelope. The outside of the envelope shall show the Name and Address of the Bidder, the State Contractor's License Number of the Bidder (if the work is estimated at \$50k or more), the Project Name and the Bid Number.

The project classification is:

Building Construction

Specifications may be obtained online at <http://www.stpgov.org/> or at www.bidexpress.com. It is the Bidder's responsibility to check the Parish website frequently for any possible addenda that may be issued. The Parish is not responsible for a Bidder's failure to download any addenda documents required to complete a submission.

Bids will be received at 21454 Koop Dr., Suite 2F, Mandeville, LA 70471 from each bidder or his agent and given a written receipt, by certified mail with return receipt requested, or electronically at www.bidexpress.com.

A Mandatory Pre-Bid Meeting will be held at the St. Tammany Parish Fishing Pier, 54001 East Howze Beach Blvd, Slidell, LA 70461 at 10:00 A.M. CST on Wednesday, August 19, 2020.

This project is federally funded through the United States Department of Interior, Fish and Wildlife Service (USFW) Sports Fish Restoration (Wallop-Breaux) Program as administered by the Louisiana Department of Wildlife and Fisheries.

Due to the COVID-19 pandemic, and in an effort to help slow the spread of the virus, Openings will take place outside at the "Pavilion" of Building B located at 21454 Koop Drive, Mandeville, La. 70471. Any questions regarding this should be directed to the Department of Procurement via email at purchasing@stpgov.org. Please call the Procurement office at 985-898-2520 and we will meet you at the front entrance of Building B to collect bids and issue a receipt.

Procurement Department

Section 01

Table of Contents

Section 01	Table of Contents
Section 02	Instructions to Bidders
Section 03	Summary of Work
Section 04	LA Uniform Public Work Bid Form Unit Price Form
Section 05	Affidavits, Louisiana (Pursuant to LSA-R.S. 38:2224, 38:2227 and 38:2212.10)
Section 06	Insurance Requirements
Section 07	Project Sign
Section 08	AIA General Conditions Supplementary General Conditions Compliance Requirements Davis Bacon Wage Rates
Section 01011	Insurance Requirements
Section 01030	Alternates
Section 02051	Site Demolition
Section 02220	Excavating, Backfilling, and Compacting for Structure and Minor Utilities and Paving
Section 02622(A)	Polyvinyl Chloride Pipe (PVC) (A)

Section 02650	Pressure Piping testing
Section 02660	Water Distribution
Section 02820	Ornamental Vinyl Fence
Section 02830	Chain Link Fencing
Section 02872	Site Furnishings
Section 05501	Miscellaneous Metal
Section 06115	Rough Carpentry
Section 10280	Picnic Shelters
Section 15001	Mechanical General Provision
Section 15310	Fire Protection Piping
Section 15325	Sprinkler Systems
Section 16001	Electrical Garden Provisions
Section 16050	Basic Materials and Methods
Section 16400	Electrical Distribution System
Section 16401	Overcurrent Protective Device Short-Circuit Study
Section 16402	Overcurrent Protective Device Coordination Study
Section 16403	Overcurrent Protective Device Arc-Flash Study
Section 16455	Grounding
Section 16500	Lighting Fixtures

Section 02

Instructions to Bidders

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the Procurement Department no later than 2:00 CST seven (7) working days prior to the bid opening date. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.

1. Bid security is required. Be sure that your bid includes such security as is necessary to meet Parish requirements and is properly signed. The bid must be fully completed. All applicable Louisiana license numbers must be affixed.
2. The Owner is the St. Tammany Parish Government (the "Parish").
3. The terms "he/his" and "it/its" may be used interchangeably.
4. The terms "Owner," the "Parish," and "St. Tammany Parish" may be used interchangeably.
5. The successful Bidder understands the limited contract time in the contract is **one hundred twenty (120) calendar days**, and shall submit any request for an extension of time in accordance with the General and Supplementary Conditions. Said request will reflect the days requested and the reason for same. No extension request is guaranteed or absolute.
6. Bidder specifically understands that acknowledgment of the General Conditions is required. Bidder specifically understands that signature of receipt of the General Conditions is mandated. **The Bidder's signature on the "Louisiana Uniform Public Work Bid Form" will serve as acknowledgment of the Bidder's receipt and understanding of the General Conditions as well as any Supplementary Conditions.**
7. ***If any additional work is performed by the contractor without written approval by owner, the cost of the work will be borne by the contractor and will not be reimbursed by the Parish.***
8. **Only** the Louisiana Uniform Public Bid Form, the Unit Price Form (if necessary), the bid security, and written evidence of authority of person signing the bid shall be submitted on or before the bid opening time and date provided for in the Bid Documents. Necessary copies of the Louisiana Uniform Public Work Forms and Unit Price Forms (if necessary) will be furnished for Bidding. Bound sets of the Contract Documents are for Bidder's information and should not be used in submitting Bids.
9. All other documents and information required are to be submitted by the low Bidder within ten (10) days after the opening of the bids, and at the same time of day and location as given for the opening of the bids in the Bid Documents.

10. Each Bid must be submitted in a sealed envelope, unless submitted electronically. The outside of the envelope shall show the name and address of the Bidder, the State Contractor's License Number of the Bidder (if work requires contractor's license), and the Project name and the Bid number. In the case of an electronic bid proposal, a contractor may submit an authentic digital signature on the electronic bid proposal accompanied by the contractor's license number, Project name and the Bid number.
11. The price quoted for the Work shall be stated in words and figures on the Bid Form, and in figures only on the Unit Price Form. The price in the Bid shall include all costs necessary for the complete performance of the Work in full conformity with the conditions of the Contract Documents, and shall include all applicable Federal, State, Parish, Municipal or other taxes. The price bid for the items listed on the Unit Price Form will include the cost of all related items not listed, but which are normally required to do the type of Work bid.
12. The Bid shall be signed by the Bidder. The information required on the Louisiana Uniform Public Work Bid Form must be provided. Evidence of agency, corporate, or partnership authority is required and shall be provided in conformance with LSA-R.S. 38:2212(B).
13. Only a Contractor licensed by the State to do the type of Work as indicated on the Notice to Bidders can submit a Bid. The Bidder's signature on the Bid Form certifies that he holds an active license under the provisions of Chapter 24 of Louisiana Revised Statutes Title 37. Failure to be properly licensed constitutes authority for the Owner to reject the Bid.
14. Bidders shall not attach any conditions or provisions to the Bid. Any conditions or provisions so attached may, at the sole option of the Owner, cause rejection of the Bid.
15. A Bid Guarantee of five percent (5%) of the amount of the total Bid, including Alternates, must accompany the Proposal and, at the option of the Bidder, may be a cashier's check, certified check or a satisfactory Bid Bond. The Bid Guarantee must be attached to the Louisiana Uniform Public Work Bid Form. No Bid will be considered unless it is so guaranteed. Cashier's check or certified check must be made payable to the order of the Owner. Cash deposits will not be accepted. The Owner reserves the right to cash or deposit the cashier's check or certified check. Such guarantees shall be made payable to the Parish of St. Tammany. In accordance with LSA-R.S. 38:2218(C), if a bid bond is used, it 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 with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by Louisiana residents. It is **not** required to be on any AIA form.
16. Bid securities of the three (3) lowest Bidders will be retained by the Owner until the Contract is executed or until final disposition is made of the Bids submitted. Bid securities of all other Bidders will be returned promptly after the canvas of Bids. Bids shall remain binding for forty-five (45) days after the date set for Bid Opening. The Parish shall act within the forty-five (45) days to award the contract to the lowest responsible bidder or reject all bids. However, the Parish and the lowest responsible bidder, by mutual written

consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days. In the event the Owner issued the Letter of Award during this period, or any extension thereof, the Bid accepted shall continue to remain binding until the execution of the Contract.

17. A Proposal may be withdrawn at any time prior to the scheduled closing time for receipt of Bids, provided the request is in writing, executed by the Bidder or its duly authorized representative and is filed with the Owner prior to that time. When such a request is received, the Proposal will be returned to the Bidder unopened. A bid withdrawn under the provisions of LSA-R.S. 38:2214(C) cannot be resubmitted.
18. Written communications, over the signature of the Bidder, to modify Proposals will be accepted and the Proposal corrected in accordance therewith if received by the Owner prior to the scheduled closing time for receipt of Bids. Oral, telephonic or telegraphic Modifications will not be considered.
19. No oral interpretation obligating the Owner will be made to any Bidder as to the meaning of the Drawings, Specifications and Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Owner. Inquiries received within seven (7) days prior to the day fixed for opening of the Bids may not be given consideration. Every interpretation made to the Bidder shall be in the form of an addendum to the Specifications. All such Addenda shall become part of the Contract Documents. Failure of the Owner to send or failure of Bidder to receive any such interpretation shall not relieve any Bidder from any obligation under this Bid as submitted without Modification. All Addenda shall be issued in accordance with the Public Bid Law, LSA-R.S. 38:2212(O).
20. The Owner reserves the right to reject any or all Bids for just cause in accordance with the Public Bid Law, LSA-R.S. 38:2214(B). Incomplete, informal, illegible, or unbalanced Bids may be rejected. Reasonable grounds for belief that any one Bidder is concerned directly or indirectly with more than one Bid will cause rejection of all Bids wherein such Bidder is concerned. If required, a Bidder shall furnish satisfactory evidence of its competence and ability to perform the Work stipulated in its Proposal. Incompetence will constitute cause for rejection. If the Parish determines that the bidder is not responsive or responsible for any reason whatsoever, the bid may be rejected in accordance with State law.
21. The Contractor shall indemnify and hold harmless the Owner from any and all suits, costs, penalties or claims for infringement by reason of use or installation of any patented design, device, material or process, or any trademark and copyright in connection with the Work agreed to be performed under this Contract, and shall indemnify and hold harmless the Owner for any costs, expenses and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after completion of the Work.
22. Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project, which may directly or indirectly affect the Work or its prosecution. These laws and/or ordinances will be deemed to be included in the Contract, as though herein written in full.

23. Each Bidder shall visit the site of the proposed Work and fully acquaint itself with all surface and subsurface conditions as they may exist so that it may fully understand this Contract. Bidder shall also thoroughly examine and be familiar with drawings, Specifications and Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument, Drawing or document or to visit the site and acquaint itself with existing conditions shall in no way relieve any Bidder from any obligation with respect to its Bid and the responsibility in the premises.
24. The standard contract form enclosed with the Proposal documents is a prototype. It is enclosed with the Contract Documents for the guidance of the Owner and the Contractor. It has important legal consequences in all respects and consultation with an attorney is encouraged. Contractor shall be presumed to have consulted with its own independent legal counsel.
25. When one set of Contract plans show the Work to be performed by two or more prime Contractors, it is the responsibility of each Bidder to become knowledgeable of the Work to be performed by the other where the Work upon which this bid is submitted is shown to come into close proximity or in conflict with the Work of the other. In avoiding conflicts, pressure pipe lines must be installed to avoid conflict with gravity pipe lines and the Bidder of the smaller gravity pipe line in conflict with the larger gravity pipe line must include in his Bid the cost of a conflict box at these locations. The location of and a solution to the conflicts do not have to be specifically noted as such on the plans.
26. Bidder shall execute affidavit(s) attesting compliance with LSA-R.S. 38:2212.10, 38:2224, 38:2227, each as amended, and other affidavits as required by law, prior to execution of the contract.
27. Sealed Bids shall be delivered to St. Tammany Parish Government at the office of **St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471**, and a receipt given, until the time and date denoted in Notice to Bidders, at which time and place the Bids shall be publicly opened and read aloud to those present. In accordance with LSA-R.S. 38:2212(H), the designer's final estimated cost of construction shall be read aloud upon opening bids. Sealed Bids may also be mailed by certified mail to **St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471**, and must be received before the bid opening. Bids may also be submitted electronically. Information concerning links for electronic bidding is contained in the Notice to Bidders. It is the responsibility of the Bidders to insure that bids are delivered in a timely fashion. **Late bids, regardless of reason, will not be considered, and will be returned to bidder.**
28. Paper bids shall be placed in a sealed envelope, marked plainly and prominently as indicated in the Notice to Bidders, and these Instructions, and addressed:

**St. Tammany Parish Government
Department of Procurement
21454 Koop Drive, Suite 2-F
Mandeville, LA 70471**

29. Complete sets of Drawings, Specifications and Contract Documents may be secured at the Office of the Owner. See Notice to Bidders for deposit schedule and availability via electronic methods.
30. The successful Bidder shall be required to post in each direction a public information sign, 4' x 8' in size, at the location of the project containing information required by the Owner. The Owner shall supply this information.
31. The award of the Contract, if it is awarded, will be to the lowest responsible Bidder, in accordance with State Law. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability and stability of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of same. The written contract and bond shall be issued in conformance with LSA-R.S. 38:2216. If the Contract is awarded, the Owner shall give the successful Bidder written notice of the award within forty-five (45) calendar days after the opening of the Bids in conformance with LSA-R.S. 38:2215(A), or any extension as authorized thereunder.
32. At least three days prior to the execution of the Contract, the Contractor shall deliver to the Owner the required Bonds.
33. Failure of the successful Bidder to execute the Contract and deliver the required Bonds within twenty (20) days of the Notice of the Award shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited. Award may then be made to the next lowest responsible bidder.
34. In order to ensure the faithful performance of each and every condition, stipulation and requirement of the Contract and to indemnify and hold harmless the Owner from any and all damages, either directly or indirectly arising out of any failure to perform same, the successful Bidder to whom the Contract is awarded shall furnish a Performance and Payment Bond in an amount of at least equal to one hundred percent (100%) of the Contract Price. The Contract shall not be in force or binding upon the Owner until such satisfactory Bond has been provided to and approved by the Parish. The cost of the Bond shall be paid for by the Contractor unless otherwise stipulated in the Special Provisions.
35. No surety Company will be accepted as a bondsman which has no permanent agent or representative in the State upon whom notices referred to in the General Conditions of these Specifications may be served. Service of said notice on said agent or representative in the State shall be equal to service of notice on the President of the Surety Company, or such other officer as may be concerned.
36. In conformance with LSA-R.S. 38:2219(A)(1)(a), (b), and (c):

Any surety bond written for a public works project 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 with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide,

to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

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 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 being 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.

In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. All contractors must comply with any other applicable provisions of LSA-R.S. 38:2219.

37. Should the Contractor's Surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new Bond in another company approved by the Owner, at no cost to the Owner. The new Bond shall be executed under the same terms and conditions as the original Bond. The new bond shall be submitted within thirty (30) days of such time as the Owner notifies Contractor or from the time Contractor learns or has reason to know that the original surety is no longer financially viable or acceptable to the Parish, whichever occurs first. In the event that Contractor fails or refuses to timely secure additional surety, then the Owner may secure such surety and thereafter deduct such cost or expense from any sum due, or to become due to Contractor.
38. The Contractor's bondsman shall obligate itself to all the terms and covenants of these Specifications and of contracts covering the Work executed hereunder. The Owner reserves the right to do Extra Work or make changes by altering, adding to deducting from the Work under the conditions and in the manner herein before described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.
39. The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with plans, specifications, and other Contract Documents. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of Contract and institution or concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of the Owner occurring through failure of the Contractor to perform.
40. The surety of the Contractor shall be and does hereby declare and acknowledge itself by acceptance to be bound to the Owner as a guarantor, jointly and in solido, with the Contractor, for fulfillment of terms of the Contract.

41. The performance Bond and Labor and Material Bond forming part of this Contract shall be continued by Contractor and its Surety for a period of one (1) year from date of acceptance of the Work/Project by Owner to assure prompt removal and replacement of all defective material, equipment, components thereof, workmanship, etc., and to assure payment of any damage to property of Owner or others as a result of such defective materials, equipment, workmanship, etc.
42. Contractor shall pay for cost of recording the Contract, Bond, and any change orders required to be recorded, as well as the cost of canceling any of the foregoing. Contractor shall also secure and pay for all Clear Lien and Privilege Certificates (together with any updates) which will be required before any final payment is made, and that may be required before any payment, at the request of the Owner, its representative, agent, architect, engineer and the like. All recordation and Clear Lien and Privilege Certificate requirements shall be in accordance with those requirements noted herein before in contract Specifications.
43. Contractor shall secure and maintain at its expense such insurance that will protect it and the Parish from claims for injuries to persons or damages to property which may arise from or in connection with the performance of Services or Work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The cost of such insurance shall be included in Contractor's bid.
44. The Contractor shall not commence work until it has obtained all insurance as required for the Parish Project. If the Contractor fails to furnish the Parish with the insurance protection required and begins work without first furnishing Parish with a currently dated certificate of insurance, the Parish has the right to obtain the insurance protection required and deduct the cost of insurance from the first payment due the Contractor. Further deductions are permitted from future payments as are needed to protect the interests of the Parish including, but not limited to, renewals of all policies.
45. Payment of Premiums: The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. Tammany for payment of any premiums or for assessments under any form of policy.
46. Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor.
47. Authorization of Insurance Company(ies) and Rating: All insurance companies must be authorized to do business in the State of Louisiana and shall have an A.M. Best rating of no less than A-, Category VII.
48. Policy coverages and limits must be evidenced by Certificates of Insurance issued by Contractor's carrier to the Parish and shall reflect:

Date of Issue: Certificate must have current date.

Named Insured: The legal name of Contractor under contract with the Parish and its principal place of business shall be shown as the named insured on all Certificates of Liability Insurance.

Name of Certificate Holder: St. Tammany Parish Government, Office of Risk Management, P. O. Box 628, Covington, LA 70434

Project Description: A brief project description, including Project Name, Project Number and/or Contract Number, and Location.

Endorsements and Certificate Reference: All policies must be endorsed to provide, and certificates of insurance must evidence the following:

Waiver of Subrogation: The Contractor's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. *Policy endorsements required for all coverages.*

Additional Insured: The Parish of St. Tammany shall be named as additional named insured with respect to general liability, marine liability, pollution/environmental liability, automobile liability and excess liability coverages. *Policy endorsements required.*

Hold Harmless: Contractor's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification in favor of St. Tammany Parish Government by referencing same on the face of the Certificate(s) of Insurance.

Cancellation Notice: Producer shall provide thirty (30) days prior written notice to the Parish of policy cancellation or substantive policy change.

49. The types of insurance coverage the Contractor is required to obtain and maintain throughout the duration of the Contract shall be designated by a separate document issued by the Office of Risk Management.
50. It is the intent of these instructions that they are in conformance with State Bid Laws. Should there be any discrepancy or ambiguity in these provisions, the applicable State Bid Law shall apply.
51. The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge, or governing use and payment of such federal funds.
52. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals must be filed with and received by the Procurement Department BEFORE these times. Any other protest shall be filed no later than ten (10) calendar days after: the opening of the bid; the basis of the protest is known; or the basis of the protest should have been known (whichever is earlier).

53. It is the Parish's policy to provide a method to protest exclusion from a competition or from the award of a contract, or to challenge an alleged solicitation irregularity. It is always better to seek a resolution within the Parish system before resorting to outside agencies and/or litigation to resolve differences. All protests must be made in writing, and shall be concise and logically presented to facilitate review by the Parish. The written protest shall include:

The protester's name, address, and fax and telephone numbers and the solicitation, bid, or contract number;

A detailed statement of its legal and factual grounds, including a description of the resulting prejudice to the protester;

Copies of relevant documents;

All information establishing that the protester is an interested party and that the protest is timely; and

A request for a ruling by the agency; and a statement of the form of relief requested.

The protest shall be addressed to St. Tammany Parish Government Department of Procurement, P.O. Box 628, Covington, LA 70434

The protest review shall be conducted by the Parish Legal Department.

Only protests from interested parties will be allowed. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals, must be filed with and received by the Department of Procurement BEFORE those deadlines.

Any other protest shall be filed no later than ten (10) calendar days after the basis of the protest is known, or should have been known (whichever is earlier).

The Parish will use its best efforts to resolve the protest within thirty (30) days of the date that it is received by the Parish. The written response will be sent to the protestor via mail and fax, if a fax number has been provided by the protestor. The protester can request additional methods of notification.

54. The last day to submit questions and/or verification on comparable products will be no later than 2:00 pm CST, seven (7) working days prior to the opening date of the bid/proposal due date. Further, any questions or inquires must be submitted via fax to 985-898-5227, or via email to Purchasing@stpgov.org. Any questions or inquiries received after the required deadline to submit questions or inquiries will not be answered.

55. St. Tammany Parish Government contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Government. At any time St. Tammany Parish Government reserves the right to cancel the award of a contract if either or both of these factors is deficient.

56. Any action by the Parish to disqualify any Bidder on the grounds that they are not a responsible Bidder shall be conducted in accordance with LSA-R.S. 38:2212(X).
57. If any part of the provisions contained herein and/or in the Specifications and Contract for the Work shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.

Section 03

Summary of Work

I. Work to Include:

The project will consist of developing offshore pier improvements for the St. Tammany Parish Fishing Pier located at 54001 East Howze Beach Road in Slidell, LA.

II. Location of Work:

54001 East Howze Beach Road in Slidell, LA

III. Documents: Bid Documents dated July 27, 2020, and entitled:

Bid# 20-13-2

IV. OTHER REQUIREMENTS (as applicable)

When not otherwise specified herein, all work and materials shall conform to the requirements of the Louisiana Department of Transportation and Development hereafter called LDOTD (2006 Edition of Louisiana Standard Specifications for Roads and Bridges).

Section 04
LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. Tammany Parish Government
21454 Koop Dr., Suite 2F
Mandeville, La 70471

BID FOR: Fishing Pier Phase II
Bid # 20-13-2

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: Meyer Engineers, Ltd. and dated: July 27, 2020.

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 Shade Structures and Benches for the lump sum of:
_____ Dollars (\$ _____)

Alternate No. 2 CCTV Security 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:
N/A Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

** **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).
BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

Section 05

**AFFIDAVIT PURSUANT TO LSA-R.S. 38:2224 and 38:2227
FOR BIDDERS FOR PUBLIC WORKS CONTRACTS**

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of _____, who is seeking a public contract with St. Tammany Parish Government.
2. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
3. That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.
4. If affiant is a sole proprietor, that after July 2, 2010, he/she 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 LSA-R.S. 38:2227(B).

5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent 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 LSA-R.S. 38:2227(B).
6. If affiant is a sole proprietor, that neither affiant, nor his/her immediate family is a public servant of St. Tammany Parish Government or the Contract is not under the supervision or jurisdiction of the public servant's agency.
7. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no public servant of St. Tammany Parish Government, or his/her immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with St. Tammany Parish Government if the Contract will be under the supervision or jurisdiction of the public servant's agency.

Printed Name: _____
Title: _____
Entity name: _____

THUS SWORN TO AND SUBSCRIBED BEFORE ME,
THIS _____, DAY OF _____, 202__.

Notary Public
Print Name: _____
Notary I.D./Bar No.: _____
My commission expires: _____

**AFFIDAVIT PURSUANT TO LSA-R.S. 38:2212.10 CONFIRMING
REGISTRATION AND PARTICIPATION IN A STATUS VERIFICATION
SYSTEM**

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of _____, a private employer seeking a bid or a contract with St. Tammany Parish Government for the physical performance of services within the State of Louisiana.
2. That affiant is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens; and
3. That affiant shall continue, during the 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. That affiant shall require all subcontractors to submit to the affiant a sworn affidavit verifying compliance with this law.

Printed Name: _____

Title: _____

Name of Entity: _____

THUS SWORN TO AND SUBSCRIBED BEFORE ME,
THIS _____, DAY OF _____, 202__.

Notary Public
Print Name: _____
Notary I.D./Bar No.: _____
My commission expires: _____



INSURANCE REQUIREMENTS*

Essential Services Project: Fishing Pier PH II

Project/Quote/Bid#: BID# 20-13-2

*****IMPORTANT – PLEASE READ*****

Prior to submitting your quote or bid, it is recommended that you review these insurance requirements with your insurance broker/agent.

These requirements modify portions of the insurance language found in the General Conditions and/or Supplementary General Conditions; however, there is no intention to remove all sections pertaining to insurance requirements and limits set forth in the General Conditions and/or Supplementary General Conditions, only to amend and specify those items particular for this Project.

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide that insurance will not be canceled without thirty (30) days prior notice of cancellation given to the Parish, in writing, on all of the required coverage. Where possible, all policies and notices should name the Provider and the Parish. The Provider shall make its policies available for review and examination by The Parish as reasonably requested.
- B. All policies shall provide for and certificates of insurance shall indicate the following:
1. Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 2. Additional Insured: St. Tammany Parish Government shall be named as Additional Insured with respect to general liability, automobile liability and excess liability coverages, as well as marine liability and pollution/environmental liability, when those coverages are required or necessary.
 3. Payment of Premiums: The insurance companies issuing the policy or policies will have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
 4. Deductibles/Self-Insured Retentions: Any deductibles and/or self-insured retentions in the described insurance policies **must be declared on the Certificate of Insurance**, and are both assumed by and the sole risk of the Provider. The Parish will have the sole discretion to accept or reject deductibles and/or self-insured retentions exceeding \$100,000 as it deems appropriate. The Parish may require Provider to produce evidence of verifiable financial ability to satisfy its deductibles and/or self-insured retentions; however, the Parish assumes no liability or obligation resulting from its examination, acceptance, or rejection of information presented.
 5. Project Reference: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. St. Tammany Parish Risk Management Department may waive this requirement only for Workers Compensation coverage at their discretion.

Provider shall secure and present proof of insurance on forms acceptable to St. Tammany Parish Government, Office of Risk Management no later than the time of submission of the Contract to the Parish. However, should any work performed under this Contract by or on behalf of Provider include exposures that are not covered by those insurance coverages, Provider is not relieved of its obligation to maintain appropriate levels and types of insurance necessary to protect itself, its agents and employees, its subcontractors, St. Tammany Parish Government (Owner), and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the duration of this Project, as well as for any subsequent periods required under this Contract.

The insurance coverages checked (✓) below are those required for this Contract.

1. **Commercial General Liability*** insurance – **Occurrence Form** - with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
- a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal/Advertising Injury;
 - e) Broad form property damage (for Projects involving work on Parish property);
 - f) Explosion, Collapse and Damage to underground property.
 - g) Additional Insured forms CG 2010 and CG 2037 in most current edition are required.
2. **Business Automobile Liability*** insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
- a) Any auto;
- or**
- b) Owned autos; **and**
 - c) Hired autos; **and**
 - d) Non-owned autos.
- Endorsement for Pollution coverage for all vehicles used to transport fuel.
3. **Workers' Compensation/Employers Liability insurance*** - Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. **Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy.** The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.
4. **Pollution Liability and Environmental Liability*** insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
 - a) continued renewal certificates **OR**
 - b) a 24 month Extended Reporting Period

*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

5. **Contractor's Professional Liability/Errors and Omissions*** insurance in the sum of at least \$1,000,000 per claim / \$2,000,000 aggregate is required when work performed by Contractor or on behalf of Contractor includes professional or technical services including, but not limited to, construction administration and/or management, engineering services such as design, surveying, and/or inspection, technical services such as testing and laboratory analysis, and/or environmental assessments. An occurrence basis policy is preferred.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
 - a) continued renewal certificates **OR**
 - b) a 24 month Extended Reporting Period

*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

6. **Marine Liability/Protection and Indemnity*** insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence / \$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability

***Excess/Umbrella Liability** insurance may be provided to meet the limit requirements for any Liability coverage. For example: if the General Liability requirement is \$3,000,000 per occurrence, but the policy is only \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)

7. **Janitorial Bond:** Provider shall secure and maintain at its expense a Janitorial Services Bond, covering all employees, part-time and full-time, from fraudulent and dishonest acts in a minimum amount of \$50,000.00.

D. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance policies prior to commencement of work. If any of the required policies are or become unsatisfactory to the Parish as to form or substance; or if a company issuing any policy is or becomes unsatisfactory to the Parish, the Provider shall promptly obtain a new policy, timely submit same to the Parish for approval, and submit a certificate thereof as provided above. The Parish agrees not to unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize a carrier, Provider shall have the option of selecting and submitting a new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.

E. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish, may be declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.

F. Provider shall maintain a current copy of all annual insurance policies and agrees to provide same to the Parish on an annual basis or as may be reasonably requested. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the Parish with annual renewal certificates of insurance evidencing continued coverage, without any prompting by the Parish.

- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. Certificates of Insurance shall be issued as follows:

**St. Tammany Parish Government
Attn: Risk Management
P O Box 628
Covington, LA 70434**

To avoid contract processing delays, be certain the project name/number is included on all correspondence including Certificates of Insurance.

***NOTICE: St. Tammany Parish Government reserves the rights to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.**

Any inquiry regarding these insurance requirements should be addressed to:

**St. Tammany Parish Government
Office of Risk Management
P O Box 628
Covington, LA 70434
Telephone: 985-898-2797
Fax: 985-898-3070
Email: riskman@stpgov.org**

HOLD HARMLESS AGREEMENT

_____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, its officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any act or omission of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred as a result of any claim, demands, and/or causes of action that results under the performance or non-performance of this contract.

_____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit, as described in the paragraph above, at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

SIGNED, this ____ day of _____, 2020

WITNESSES:

(Name of Contractor)

Print Name: _____

BY: _____
(Signature of Authorized Officer)

Print Name: : _____

Print Name: _____

Title: _____

STATE OF _____

PARISH/COUNTY OF _____

SWORN TO and subscribed before me, Notary, on this ____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires: _____

Please complete the following:

Claims contact for this project will be:

(Print name and title of Contact Person)

Address

Email address

Telephone#

Cell #

Fax #

Section 07

Project Signs

1. General

- a. Work to include providing and installing project sign(s) at the beginning of the project. Some projects may require multiple signs. Should more than one sign be required, it will be reflected in the bidding documents.

2. Materials

- a. The printed project sign(s) shall be 3/8" primed Medium Density Overlay (MDO) **OR** 3 millimeter corrugated plastic secured to exterior plywood (4' x 4').
- b. Contractor shall not use previously provided templates and/or fonts.

3. Execution

- a. The sign(s) shall be printed on a project-by-project basis in black and white, using the template and font provided to the Contractor by the St. Tammany Parish Government Project Manager.
- b. All signage proofed and approved by State Tammany Parish Government before project sign(s) are to be produced by the Contractor.
- c. Exact placement of the project sign(s) must be coordinated with, and approved by, the St. Tammany Parish Government Project Manager prior to sign installation.
- d. The sign(s) is to be installed such that the bottom of the sign is a minimum of 5' above the existing ground elevation.
- e. Sign(s) is to be maintained throughout the period of construction. If sign(s) is damaged or destroyed, repair and/or replacement of sign(s) will be at Contractor's expense.
- f. Contractor is responsible for the removal of all project signs upon issuance of final acceptance by the St. Tammany Parish Government Project Manager at no direct pay.
- g. Cost to be included in "Temporary Signs and Barricades

Blank Template of Parish Project Sign:

The sign template consists of a header section with a diagonal striped background. On the left is the St. Tammany Parish Government seal. To the right of the seal, the word "Progress" is written in a large, bold, black font. Below "Progress", the words "Road Improvements" are written in a smaller, bold, black font. The word "Road" in "Road Improvements" is enclosed in a red rectangular box. Below the header, there are four red-outlined boxes for project information: a box for the type of improvement, a box for the total dollar amount, a box for the name of the street or bridge, and a large box for a short description of the project.

Type of improvement stated here:
"Road", "Drainage" "Bridge", or
"Infrastructure"

Total Dollar \$
amount specified
here

\$XXX,XXX.XX

Name of Street, Bridge,
Subdivision, etc. stated here

Short Description of Project stated here
(if deemed applicable by the Parish)

Example of a Completed Parish Project Sign:



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

St. Tammany Fishing Pier Phase II Offshore
54001 East Howze Beach Boulevard, Slidell, LA 70461

THE OWNER:

(Name, legal status and address)

St. Tammany Parish Government
21490 Koop Drive, Mandeville, LA 70471

THE ARCHITECT:

(Name, legal status and address)

Meyer Engineers, Ltd.
4937 Hearst Street, Ste. 1B, Metairie, LA 70001

TABLE OF ARTICLES

- | | |
|----|--|
| 1 | GENERAL PROVISIONS |
| 2 | OWNER |
| 3 | CONTRACTOR |
| 4 | ARCHITECT |
| 5 | SUBCONTRACTORS |
| 6 | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| 7 | CHANGES IN THE WORK |
| 8 | TIME |
| 9 | PAYMENTS AND COMPLETION |
| 10 | PROTECTION OF PERSONS AND PROPERTY |
| 11 | INSURANCE AND BONDS |
| 12 | UNCOVERING AND CORRECTION OF WORK |
| 13 | MISCELLANEOUS PROVISIONS |
| 14 | TERMINATION OR SUSPENSION OF THE CONTRACT |
| 15 | CLAIMS AND DISPUTES |

ADDITIONS AND DELETIONS:

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

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

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INDEX

(Numbers and Topics in Bold are Section Headings)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, 12.3

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7.1, 14.1, 15.2

Addenda

1.1.1, 3.11.1

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, 13.5

Additional Insured

11.1.4

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.5

Administration of the Contract

3.1.3, 4.2, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

Applications for Payment

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.10, 11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1

Arbitration

8.3.1, 11.3.10, 13.1.1, 15.3.2, 15.4

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3.1, 7.1.2, 7.3.7, 7.4, 9.2.1, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and

Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4.1, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4.1, 3.1.3, 3.5.1, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5.1, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3.1, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7.1, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

Boiler and Machinery Insurance

11.3.2

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, 11.4

Init.

Building Permit
3.7.1

Capitalization
1.3

Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval
13.5.4

Certificates of Insurance
9.10.2, 11.1.3

Change Orders
1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

Change Orders, Definition of
7.2.1

CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1, 9.3.1.1, 11.3.9

Claims, Definition of
15.1.1

CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3.1, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4

Claims for Additional Time
3.2.4, 3.7.4.6.1.1, 8.3.2, 10.3.2, 15.1.5

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Claims Subject to Arbitration
15.3.1, 15.4.1

Cleaning Up
3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4

Commencement of the Work, Definition of
8.1.2

Communications Facilitating Contract Administration
3.9.1, 4.2.4

Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2

COMPLETION, PAYMENTS AND
9

Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Compliance with Laws
1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract
1.1.1, 6.1.1, 6.1.4

Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

Consolidation or Joinder
15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, 6

Construction Change Directive, Definition of
7.3.1

Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contingent Assignment of Subcontracts
5.4, 14.2.2.2

Continuing Contract Performance
15.1.3

Contract, Definition of
1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, 14

Contract Administration
3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, The
1.1.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3

Contract Documents, Definition of
1.1.1

Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5

Contract Sum, Definition of
9.1

Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7.1, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5

Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1,
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2
Correlation and Intent of the Contract Documents
1.2

Cost, Definition of
7.3.7
Costs
2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Defective Work, Definition of
3.5.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2., 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, 8.3, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3.1, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4

Employees, Contractor's
 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Equipment, Labor, Materials or
 1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1,
 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3,
 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work
 1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5.1,
 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,
 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3

Extensions of Time
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4.1, 9.5.1, 9.7.1,
 10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5

Failure of Payment
 9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Faulty Work
 (See Defective or Nonconforming Work)

Final Completion and Final Payment
 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5,
 12.3.1, 14.2.4, 14.4.3

Financial Arrangements, Owner's
 2.2.1, 13.2.2, 14.1.1.4

Fire and Extended Coverage Insurance
 11.3.1.1

GENERAL PROVISIONS

1

Governing Law
 13.1

Guarantees (See Warranty)

Hazardous Materials
 10.2.4, 10.3

Identification of Subcontractors and Suppliers
 5.2.1

Indemnification
 3.17.1, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,
 11.3.7

Information and Services Required of the Owner
 2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,
 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Initial Decision
 15.2

Initial Decision Maker, Definition of
 1.1.8

Initial Decision Maker, Decisions
 14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority
 14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,
 15.2.5

Injury or Damage to Person or Property
 10.2.8, 10.4.1

Inspections
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
 9.9.2, 9.10.1, 12.2.1, 13.5

Instructions to Bidders
 1.1.1

Instructions to the Contractor
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

Instruments of Service, Definition of
 1.1.7

Insurance
 3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11

Insurance, Boiler and Machinery
 11.3.2

Insurance, Contractor's Liability
 11.1

Insurance, Effective Date of
 8.2.2, 11.1.2

Insurance, Loss of Use
 11.3.3

Insurance, Owner's Liability
 11.2

Insurance, Property
 10.2.5, 11.3

Insurance, Stored Materials
 9.3.2, 11.4.1.4

INSURANCE AND BONDS
 11

Insurance Companies, Consent to Partial Occupancy
 9.9.1, 11.4.1.5

Insurance Companies, Settlement with
 11.4.10

Intent of the Contract Documents
 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4

Interest
 13.6

Interpretation
 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written
 4.2.11, 4.2.12, 15.1.4

Judgment on Final Award
 15.4.2

Labor and Materials, Equipment
 1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
 8.3.1

Laws and Regulations
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1,
 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2,
 13.6.1, 14, 15.2.8, 15.4

Liens
 2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
 12.2.5, 13.7, 15.4.1.1

Limitations of Liability
 2.3.1, 3.2.2, 3.5.1, 3.12.10, 3.17.1, 3.18.1, 4.2.6,
 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,
 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2

Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2.1, 9.3.1,
9.3.3, 9.4.1, 9.5, 9.6, 9.7.1, 9.8, 9.9, 9.10, 11.1.3,
11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15

Loss of Use Insurance

11.3.3

Material Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

Materials, Hazardous

10.2.4, 10.3

Materials, Labor, Equipment and

1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5.1, 3.8.2, 3.8.3, 3.12,
3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2,
9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1,
14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 15.2.8

Mediation

8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3,
15.4.1

Minor Changes in the Work

1.1.1, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7.1,
10.3.2, 11.3.1

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of

2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3,
9.10.4, 12.2.1

Notice

2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1,
9.7.1, 9.10, 10.2.2, 11.1.3, 11.4.6, 12.2.2.1, 13.3,
13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

Notice, Written

2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7.1,
9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14,
15.2.8, 15.4.1

Notice of Claims

3.7.4, 4.5, 10.2.8, 15.1.2, 15.4

Notice of Testing and Inspections

13.5.1, 13.5.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.2.2, 9.6.6, 9.8, 11.3.1.5

Orders, Written

1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1,
13.5.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Information and Services Required of the

2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1,
13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Owner's Authority

1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3.1,
7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4,
9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2,
12.3.1, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Financial Capability

2.2.1, 13.2.2, 14.1.1.4

Owner's Liability Insurance

11.2

Owner's Loss of Use Insurance

11.3.3

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.4, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to

Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.3

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11.1, 3.17.1,
4.2.12, 5.3.1

Partial Occupancy or Use

9.6.6, 9.9, 11.3.1.5

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2.1, 9.3, 9.4, 9.5, 9.6.3, 9.7.1, 9.8.5,
9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1,
9.10.3, 13.7, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Init.

Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5,
12.3.1, 13.7, 14.2.4, 14.4.3

Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, 11.4

Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

PAYMENTS AND COMPLETION

9

Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8,
14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.7.4, 9.6.7, 9.10.3, 11.4.9, 11.4

Permits, Fees, Notices and Compliance with Laws

2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION

OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

Project, Definition of the

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, 11.3

PROTECTION OF PERSONS AND PROPERTY

10

Regulations and Laws

1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14,
15.2.8, 15.4

Rejection of Work

3.5.1, 4.2.6, 12.2.1

Releases and Waivers of Liens

9.10.2

Representations

3.2.1, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1,
9.8.2, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1,
5.1.2, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field

Conditions by Contractor

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and
Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and

Samples by Contractor

3.12

Rights and Remedies

1.1.2, 2.3, 2.4, 3.5.1, 3.7.4, 3.15.2, 4.2.6, 4.5, 5.3, 5.4,
6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2,
12.2.4, 13.4, 14, 15.4

Royalties, Patents and Copyrights

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3.1, 10.1, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, 3.12, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 11.4.7,
12.1.2

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, 3.12, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing

4.2.6, 12.2.1, 13.5

Specifications, Definition of the

1.1.6

Specifications, The

1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations

13.7, 15.4.1.1

Stopping the Work

2.3, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4

Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
 Subcontractors, Work by
 1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
 9.6.7
Subcontractual Relations
 5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 11.4.7, 11.4.8,
 14.1, 14.2.1
 Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3,
 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
 Submittal Schedule
 3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
 6.1.1, 11.4.5, **11.3.7**
Substantial Completion
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
 12.2, 13.7
Substantial Completion, Definition of
9.8.1
 Substitution of Subcontractors
 5.2.3, 5.2.4
 Substitution of Architect
 4.1.3
 Substitutions of Materials
 3.4.2, 3.5.1, 7.3.8
Sub-subcontractor, Definition of
5.1.2
 Subsurface Conditions
 3.7.4
Successors and Assigns
13.2
Superintendent
 3.9, 10.2.6
Supervision and Construction Procedures
 1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
 Surety
 5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
 Surety, Consent of
 9.10.2, 9.10.3
 Surveys
 2.2.3
Suspension by the Owner for Convenience
14.3
 Suspension of the Work
 5.4.2, 14.3
 Suspension or Termination of the Contract
 5.4.1.1, 11.4.9, 14
Taxes
 3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
 5.4.1.1, **14.2**, 15.1.6

Termination by the Owner for Convenience
14.4
 Termination of the Architect
 4.1.3
 Termination of the Contractor
 14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
 3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2,
 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1,
 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
 Time Limits
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
 4.4, 4.5, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1,
 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3,
 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14, 15.1.2,
 15.4
Time Limits on Claims
 3.7.4, 10.2.8, **13.7**, 15.1.2
 Title to Work
 9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
 Unforeseen Conditions, Concealed or Unknown
 3.7.4, 8.3.1, 10.3
 Unit Prices
 7.3.3.2, 7.3.4
 Use of Documents
 1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
 Waiver of Claims by the Architect
 13.4.2
 Waiver of Claims by the Contractor
 9.10.5, 11.4.7, 13.4.2, 15.1.6
 Waiver of Claims by the Owner
 9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.2.1,
 13.4.2, 14.2.4, 15.1.6
 Waiver of Consequential Damages
 14.2.4, 15.1.6
 Waiver of Liens
 9.10.2, 9.10.4
Waivers of Subrogation
 6.1.1, 11.4.5, **11.3.7**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1

Weather Delays

15.1.5.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, 13.3, 14, 15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 11.4.9, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

Init.

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

Init.

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

Init.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

Init.

required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

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

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

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be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

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

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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.4 As provided in Section 7.3.7.

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

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

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- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents. and shall so notify the Architect.

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

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

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

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

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

stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the

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Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

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

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

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of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsehood, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs property attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

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otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

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Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

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

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

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§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

Init.

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

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

§ 15.3 MEDIATION

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

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

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

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

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additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

Int.

Section 08

General Conditions for St. Tammany Parish Government

This index is for illustrative purposes only and is not intended to be complete nor exhaustive.

All bidders/contractors are presumed to have read and understood the entire document. Some information contained in these conditions may not be applicable to all projects.

GENERAL CONDITIONS INDEX

A.A.S.H.T.O	01.01
A.C.I.	01.02
ADDENDA	01.03, 01.05, 01.12, 02.13, 02.13, 06.02, 06.03
ADVERTISEMENT	01.04, 01.12, 02.21, 02.22, 02.23
AGREEMENT	01.05, 01.11, 01.12, 01.14, 01.15, 01.19, 03.02, 03.03, 03.04, 06.01, 06.02, 10.01, 11.03, 12.01, 14.02, 29.06, 32.01, 32.02, 33.06, 33.07
APPLICATION FOR PAYMENT	01.06, 29.07
A.S.T.M.	01.07
AWARD	03.00, 03.01, 03.04, 03.05
BID	01.08, 01.12, 01.26, 02.02, 02.04, 02.08, 02.09, 02.10, 02.13, 02.14, 02.17, 02.19, 02.21, 03.01, 03.04, 04.02, 14.03, 22.01, 23.01, 28.08
BIDDER	01.04, 01.08, 01.09, 01.26, 01.28, 02.02, 02.04, 02.06, 02.08, 02.09, 02.10, 02.12, 03.13, 02.14, 02.16, 02.17, 02.19, 02.20, 02.21, 02.24, 03.01, 03.04, 03.05, 23.01
BONDS	01.10, 01.12, 02.02, 02.09, 03.00, 03.03, 03.04, 03.05, 03.07, 03.08, 03.10, 03.12, 03.13, 27.06
CHANGE ORDER	01.11, 01.19, 04.01, 09.04, 11.07, 16.02, 16.06, 16.07, 21.06, 21.08, 21.10, 21.11, 29.06, 33.07
CLAIMS	02.15, 04.05, 09.05, 14.01, 16.04, 16.05, 21.16, 24.01
CLOSING ROADS COMMENCE WORK	16.06, 16.07, 16.15 04.04, 07.04, 09.02, 11.02, 14.02, 16.13, 24.02

COMPLETION OF WORK OR PROJECT	01.14, 02.15, 08.03, 09.01, 09.04, 11.00, 11.03, 12.01, 13.01, 13.11, 20.01, 25.01, 28.02, 29.04
CONDITIONS AT JOB SITE	16.17
CONTRACT DOCUMENTS	01.03, 01.03, 01.10, 01.12, 01.13, 01.16, 01.17, 01.18, 01.19, 01.29, 01.22, 01.25, 01.30, 01.33, 02.02, 02.05, 02.13, 02.17, 02.18, 02.23, 03.01, 03.02, 04.01, 04.02, 04.03, 04.04, 04.05, 06.00, 06.01, 06.02, 06.03, 07.02, 07.03, 07.05, 08.01, 10.06, 11.03, 13.01, 13.02, 21.01, 21.09, 21.10, 21.11, 28.01, 28.04, 33.01
CONTRACT PRICE	01.11, 01.13, 03.05, 04.01, 12.01, 14.02, 21.06, 21.10, 21.11, 27.05, 28.01, 28.02, 28.03, 28.08
CONTRACT TIME	01.11, 01.14, 01.22, 10.06, 11.01, 21.06, 29.04
CONTRACTOR - (Defined)	01.15
DAMAGE	02.15, 03.05, 03.12, 04.05, 09.05, 11.09, 13.11, 14.01, 14.02, 16.01, 16.02, 16.03, 16.04, 16.05, 19.01, 19.03, 20.01, 20.08, 23.03, 24.01, 24.07, 24.12, 26.03, 28.05, 28.01, 28.10, 33.07
DEFECTIVE WORK	01.16, 10.03, 21.00, 21.01, 21.07, 21.08, 21.09, 21.10, 28.03
DELAYS	07.02, 11.05, 11.09, 12.01, 16.07, 18.02, 19.01, 28.04
DRAWINGS	01.12, 01.17, 02.13, 02.17, 02.23, 06.01, 06.02, 06.03, 13.15, 22.02, 01.27, 01.33, 03.12, 04.01, 06.02, 09.01, 10.01, 10.02, 11.07, 13.00, 13.01, 13.03, 13.05, 13.11, 13.12, 13.15, 14.02, 14.07, 14.08, 14.09, 16.09, 16.13, 21.01, 21.06, 21.07, 21.14, 24.07, 27.05, 27.07, 28.01, 28.05, 28.10, 29.03, 13.00, 13.11
ENGINEER STATUS (NOT APPLICABLE)	15.00

EXTRA WORK	03.09, 14.00, 14.03, 14.04, 14.05, 14.08, 14.09, 14.10, 14.11, 14.12, 16.01, 22.02
FAILURE OF CONTRACTOR	03.10, 04.05, 06.02, 09.05, 10.01, 10.03, 13.10, 16.03, 20.01, 24.09, 27.02, 28.10
FAILURE OF OWNER	02.13
FAILURE OF SUCCESSFUL BIDDER	02.13, 02.17, 03.04
FIELD ORDER	01.18
FORCE ACCOUNT	14.04, 14.05, 14.11, 14.12
FUNDING	33.09
INDEMNIFY / HOLD HARMLESS	02.15, 03.05, 04.05, 13.11, 16.04, 16.05, 20.02, 24.06, 24.09
INDEMNIFYING INFRINGEMENT CLAUSE	02.15
INJURIES	16.00, 16.01, 16.02, 19.01, 19.03, 20.01, 24.02, 24.07
INSPECTION FEES	13.12
INSPECTIONS, GENERALLY	01.16, 13.05, 16.13, 21.00, 21.03, 21.04, 21.05, 21.06, 21.14, 21.15, 28.04, 29.02, 29.03
INSURANCE	01.05, 14.05, 16.13, 24.00 - 12, 27.07, 28.05
INTENTION OF CONTRACT DOCUMENTS	06.00, 06.01
INTENTION OF GENERAL CONDITIONS	31.00
LABOR	01.33, 03.12, 09.01, 13.00, 13.01, 13.02, 13.08, 13.10, 13.11, 13.12, 14.05, 16.06, 16.07, 21.06, 21.07, 21.15, 27.01, 28.10, 29.03
LAWS	01.10, 01.20, 02.06, 02.13, 02.14, 02.16, 02.20, 03.01, 03.10, 13.12, 16.06, 16.07, 20.02, 21.02, 21.09, 27.01, 29.06, 33.00, 33.01, 33.08
LIQUIDATED DAMAGES	11.03, 12.00, 12.01, 29.04

MATERIALS	01.33, 03.12, 04.01, 06.02, 07.01, 09.01, 10.01, 10.02, 13.00, 13.01, 13.03, 13.04, 13.05, 13.12, 13.13, 13.15, 14.01, 14.11, 20.01, 12.01, 21.07, 21.14, 21.15, 23.03, 27.01, 27.05, 27.07, 28.01, 28.05, 28.07, 28.08, 28.10
MODIFICATIONS	01.12, 01.19, 02.12, 02.13, 06.01, 06.02, 24.07, 32.02
NOTICE OF AWARD	01.20, 03.01, 03.04, 04.01
NOTICE OF DEFAULT	12.01, 33.08
NOTICE TO BIDDER	2.21
NOTICE TO CONTRACTOR	01.12, 01.21, 21.11, 30.01
NOTICE TO OWNER	13.07, 24.06, 27.07
NOTICE TO PROCEED	01.22, 09.02, 11.01, 11.03
OBSTRUCTIONS	16.09, 16.11, 16.15, 23.00, 23.01, 23.02
OCCUPANCY	25.00
ORAL INTERPRETATIONS	02.13
OWNER - (Defined)	01.23
PAYMENT	01.30, 03.10, 03.12, 03.13, 04.12, 09.03, 11.04, 11.09, 14.04, 14.12, 16.02, 16.16, 19.02, 21.07, 21.08, 21.09, 21.10, 21.11, 21.16, 24.02, 24.03, 24.12, 27.01, 27.07, 28.00, 28.01, 28.02, 28.03, 28.04, 28.05, 28.06, 28.08, 28.09, 28.10, 29.00, 29.03, 29.05, 29.07
PERMITS	13.00, 13.12, 16.13, 28.08
PRICE	02.05, 14.02, 14.03, 14.04, 14.05, 22.01
PROGRESS PAYMENT	01.06, 28.06
PROGRESS SCHEDULE	09.03, 09.05, 21.11
PROGRESS OF WORK	09.00, 11.09, 13.07, 16.01, 16.12, 21.11, 21.12, 22.02, 27.02

PROJECT	01.24, 01.29, 01.30, 02.04, 03.07, 06.01, 07.03, 10.02, 11.04, 11.06, 13.08, 13.13, 14.08, 14.11, 16.15, 24.07, 24.11, 28.07, 29.03, 29.07
PROJECT REPRESENTATIVE	01.23, 21.16
PROPERTY	16.00, 16.01, 16.02, 16.03, 16.12, 16.13, 16.17, 18.01, 19.00, 19.01, 19.02, 19.03, 23.03, 24.01, 24.07, 26.03, 28.10, 29.08, 33.05
PROPOSAL	01.26, 02.00, 02.01, 02.03, 02.05, 02.06, 02.07, 02.08, 02.09, 02.10, 02.11, 02.12, 02.14, 02.18, 02.21, 02.22, 11.03, 12.01, 14.01, 14.02, 14.03, 19.02, 23.02, 28.08
PROTESTS	33.10
PUNCH LIST	29.03, 29.04
QUANTITIES OF ESTIMATES	14.00, 14.01, 14.02, 14.04
RAILROADS	16.13, 19.01
RECORD DRAWINGS	08.00, 18.01, 18.02, 18.03
RECORDATION OF DOCUMENTS	03.13, 28.03, 29.05, 29.06
REJECTION OF BIDS	02.03, 02.07, 02.08, 02.10, 02.14, 03.01
RENTAL OF EQUIPMENT	14.07, 14.09
RIGHTS OF WAY	18.00
SAFETY	16.01, 16.07, 16.14, 16.17
SANITARY PROVISIONS	13.01, 17.00
SCHEDULE OF WORK	09.03, 09.04, 9.05, 11.06, 13.09
SEVERABILITY	32.01, 32.02
SHOP DRAWINGS	01.27, 06.03, 07.00, 07.01, 07.02, 07.03, 07.04, 07.05
SITE	02.17, 7.04, 13.05, 13.07, 13.11, 14.06, 16.09, 21.08, 21.09, 21.12, 22.02, 23.01, 24.07

SOLICITATION OF EMPLOYMENT	13.14
SPECIFICATIONS	01.01, 01.02, 01.05, 01.07, 01.12, 01.28, 02.13, 02.17, 02.23, 03.06, 03.09, 03.10, 03.13, 06.01, 06.02, 06.03, 07.04, 07.05, 11.03, 13.05, 13.15, 20.01, 21.12, 22.02, 28.01, 28.04, 32.01
SUBCONTRACTOR	01.27, 01.29, 04.01, 04.02, 04.03, 04.04, 04.05, 16.02, 16.04, 16.05, 20.01, 20.02, 21.07, 24.01, 24.07, 27.01, 28.07
SUBCONTRACTS	04.00, 13.09
SUBSURFACE CONDITIONS	02.17, 22.00, 22.01, 22.02
SUBSTANTIAL COMPLETION	01.30, 11.04, 21.09, 28.04, 29.01, 29.02, 29.03, 29.04, 29.06
SUPERINTENDENT	01.21, 01.31, 13.07, 14.05
SUPERVISION	13.01, 13.06
SURETY	01.05, 01.10, 02.09, 03.05, 03.06, 03.07, 03.08, 03.09, 03.11, 03.12, 04.05, 05.01, 14.03, 27.03, 27.05
SURVEY	13.02, 26.00, 26.01
TAXES	02.05, 13.00, 13.12, 13.13, 14.05, 28.07, 28.08, 28.10
TERMINATION OF CONTRACT	13.10, 24.09, 27.00, 27.01, 27.02, 27.03, 27.04, 27.05, 27.06, 27.07
TESTS, GENERALLY	21.00, 21.02, 21.03, 21.04, 21.05, 21.06
TIME	01.32
TRAFFIC	16.06, 16.07, 16.10, 16.15, 16.16
TRAFFIC HAZARDS	16.16
TREES AND SHRUBS	19.02
VERBAL INSTRUCTIONS	21.16

WAIVERS	24.06, 29.03, 33.08
WARNING DEVICES	16.13, 16.14, 16.15
WARRANTY	21.01, 21.08, 21.09, 33.04, 33.06
WORK	01.31, 20.01
WORK BY OTHERS	10.03, 10.04, 10.05
WORK BY OWNER	10.02, 10.04, 10.05
WORK FOR OTHER, RESTRICTIONS	16.12
WORK ORDER	28.01

01.00 DEFINITIONS OF TERMS

Whenever used in these General Conditions or in other Contract Documents, the following terms shall have the meanings indicated, and these shall be applicable to both the singular and plural thereof.

- 01.01 A.A.S.H.T.O American Association of State Highway and Transportation Officials. When A.A.S.H.T.O. is referred to in these Specifications it takes the meaning of the specification for materials and methods of testing specified by this association and the specification stated is considered to be a part of the Specifications as if written herein in full.
- 01.02 A.C.I American Concrete Institute. When A.C.I. is referred to in these Specifications it takes the meaning of the specification for materials and methods of testing specified by this institute and the specification stated is considered to be a part of the Specifications as if written herein in full.
- 01.03 Addenda Written or graphic instruments issued prior to the opening of bids which clarify, correct, modify or change the bidding or Contract Documents.
- 01.04 Advertisement The written instrument issued by the Owner at the request of the Owner used to notify the prospective bidder of the nature of the Work. It becomes part of the Contract Documents.
- 01.05 Agreement The written agreement or contract between the Owner and the Contractor covering the Work to be performed and the price that the Owner will pay. Other documents, including the Proposal, Addenda, Specifications, plans, surety, insurance, etc., are made a part thereof.
- 01.06 Application for Payment The form furnished by the Owner which is to be used by the Contractor in requesting incremental (progress) payments and which is to include information required by Section 28.01 and an affidavit of the Contractor. The affidavit shall stipulate that progress payments theretofore received from the Owner on account of the Work have been applied by Contractor to discharge in full of all Contractor's obligations reflected in prior applications for payment.
- 01.07 A.S.T.M. American Society of Testing Materials. When A.S.T.M. is referred to in these Specifications it takes the meaning of the specification for materials and methods of testing specified by this society and the specification stated is considered to be a part of the Specifications as if written herein in full.
- 01.08 Bid The offer or Proposal of the Bidder submitted on the prescribed form setting forth all the prices for the Work to be performed.

- 01.09 Bidder Any person, partnership, firm or corporation submitting a Bid for the Work.
- 01.10 Bonds Bid, performance and payment bonds and other instruments of security, furnished by the Contractor and its surety in accordance with the Contract Documents and Louisiana law.
- 01.11 Change Order A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time after execution of the Agreement.
- 01.12 Contract Documents The Agreement, Addenda, Contractor's Bid and any documentation accompanying or post-bid documentation when attached as an exhibit, the Bonds, these General Conditions, the Advertisement for Bid, Notice to Contractor, all supplementary conditions, the Specifications, the Drawings, together with all Modifications issued after the execution of the Agreement.
- 01.13 Contract Price The total monies payable to the Contractor under the Contract Documents.
- 01.14 Contract Time The number of consecutive calendar days stated in the Agreement for the completion of the Work.
- 01.15 Contractor The person, firm, corporation or provider with whom the Owner has executed the Agreement.
- 01.16 Defective Work Work which is unsatisfactory, faulty or deficient for any reason whatsoever, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Owner's recommendation or acceptance.
- 01.17 Drawings The Drawings and plans which show the character and scope of the Work to be performed and which have been prepared or approved by the Owner and are referred to in the Contract Documents.
- 01.18 Field Order A written order issued by the Owner or his agent which clarifies or interprets the Contract Documents.
- 01.19 Modification (a) A written amendment of the Contract Documents signed by both parties, (b) A Change Order, (c) A written clarification or interpretation issued by the Owner or his agent. Modification may only be issued after execution of the Agreement.
- 01.20 Notice of Award The written notice by Owner to the lowest responsible Bidder stating that upon compliance of the conditions enumerated in the Notice of Award, or enumerated in the Bid documents, the Owner will deliver the Contract Documents for signature. The time for the delivery of the Contract Documents can be extended in conformance with Louisiana Law.

- 01.21 Notice to Contractor Instructions, written or oral given by Owner to Contractor and deemed served if given to the Contractor's superintendent, foreman or mailed to Contractor at his last known place of business.
- 01.22 Notice to Proceed A written notice given by the Owner fixing the date on which the Contract Time will commence, and on which date the Contractor shall start to perform his obligation under the Contract Documents. Upon mutual consent by both parties, the Notice to Proceed may be extended.
- 01.23 Owner St. Tammany Parish Government, acting herein through its duly constituted and authorized representative, including but not limited to the Office of the Parish President or its designee, its Chief Administrative Officer, and/or Legal Counsel. St. Tammany Parish Government (hereinafter, the "Parish") and Owner may be used interchangeably.
- 01.24 Project The entire construction to be performed as provided in the Contract Documents.
- 01.25 Project Representative The authorized representative of the Owner who is assigned to the Project or any parts thereof.
- 01.26 Proposal The Bid submitted by the Bidder to the Owner on the Proposal form setting forth the Work to be done and the price for which the Bidder agrees to perform the Work.
- 01.27 Shop Drawings All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, Subcontractor, Manufacturer, Supplier or Distributor and which illustrate the equipment, material or some portion of the Work.
- 01.28 Specifications The Instructions to Bidders, these General Conditions, the Special Conditions and the Technical Provisions. All of the documents listed in the "Table of Contents."
- 01.29 Subcontractor An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Project Work.
- 01.30 Substantial Completion The date as certified by the Owner or its agent when the construction of the Project or a specified part thereof is sufficiently complete in accordance with the Contract Documents so that the Project or specified part can be utilized for the purposes for which it was intended; or if there is no such certification, the date when final payment is due in accordance with Section 28.
- 01.31 Superintendent Contractor's site representative. The person on the site who is in full and complete charge of the Work.
- 01.32 Time Unless specifically stated otherwise, all time delays shall be calculated in calendar days.
- 01.33 Work Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract

Documents, usually including the furnishing of all labor, materials, equipment and other incidentals.

01.34 The terms “he/himself” may be used interchangeably with “it/itself.”

02.00 PROPOSAL

02.01 All papers bound with or attached to the Proposal Form are a necessary part thereof and must not be detached.

02.02 For submitting Bids, the only forms allowed shall be the “Louisiana Uniform Public Work Bid Form”, “Louisiana Uniform Public Works Bid Form Unit Price Form” (if necessary), the Bid Bond, and written evidence of authority of person signing the bid. Necessary copies of the Louisiana Uniform Public Work Forms will be furnished for Bidding. Bound sets of the Contract Documents are for Bidder's information and should not be used in submitting Bids.

02.03 Proposal forms must be printed in ink or typed, unless submitted electronically. Illegibility or ambiguity therein may constitute justification for rejection of the Bid.

02.04 Each Bid must be submitted in a sealed envelope, unless submitted electronically. The outside of the envelope shall show the name and address of the Bidder, the State Contractor's License Number of the Bidder (if work requires contractor's license), and the Project name and number for which the Bid is submitted, along with the Bid number.

02.05 The price quoted for the Work shall be stated in words and figures on the Bid Form, and in numbers only on the Unit Price Form. The price in the Proposal shall include all costs necessary for the complete performance of the Work in full conformity with the conditions of the Contract Documents, and shall include all applicable Federal, State, Parish, Municipal or other taxes. The price bid for the items listed on the Unit Price Form will include the cost of all related items not listed, but which are normally required to do the type of Work bid.

02.06 The Bid shall be signed by the Bidder. The information required on the Louisiana Uniform Public Work Bid Form must be provided. Evidence of agency, corporate, or partnership authority is required and shall be provided in conformance with LSA-R.S. 38:2212(B).

02.07 Only the Contractors licensed by the State to do the type of Work involved can submit a Proposal for the Work. The envelope containing the Proposal shall have the Contractor's license number on it. Failure to be properly licensed constitutes authority by the Owner for rejection of Bid.

02.08 Bidders shall not attach any conditions or provisions to the Proposal. Any conditions or provisions so attached may, at the sole option of the Owner, cause rejection of the Bid or Proposal.

02.09 A Bid Guarantee of five percent (5%) of the amount of the total Bid, including Alternates, must accompany the Proposal and, at the option of the Bidder, may be a cashier's check,

certified check or a satisfactory Bid Bond. The Bid Guarantee must be attached to the Louisiana Uniform Public Work Bid Form. No Bid will be considered unless it is so guaranteed. Cashier's check or certified check must be made payable to the order of the Owner. Cash deposits will not be accepted. The Owner reserves the right to cash or deposit the cashier's check or certified check. Such guarantees shall be made payable to the Parish of St. Tammany. In accordance with LSA-R.S. 38:2218(C), if a bid bond is used, it 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 with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by Louisiana residents. It is **not** required to be on any AIA form.

- 02.10 Bid securities of the three (3) lowest Bidders will be retained by the Owner until the Contract is executed or until final disposition is made of the Bids submitted. Bid securities of all other Bidders will be returned promptly after the canvas of Bids. Bids shall remain binding for forty-five (45) days after the date set for Bid Opening. The Parish shall act within the forty-five (45) days to award the contract to the lowest responsible bidder or reject all bids as permitted by Public Bid Law. However, the Parish and the lowest responsible bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days. In the event the Owner issued the Letter of Award during this period, or any extension thereof, the Bid accepted shall continue to remain binding until the Execution of the Contract.
- 02.11 A Proposal may be withdrawn at any time prior to the scheduled closing time for receipt of Bids, provided the request is in writing, executed by the Bidder or its duly authorized representative and is filed with the Owner prior to that time. When such a request is received, the Proposal will be returned to the Bidder unopened.
- 02.12 Written communications, over the signature of the Bidder, to modify Proposals will be accepted and the Proposal corrected in accordance therewith if received by the Owner prior to the scheduled closing time for receipt of Bids. Oral, telephonic or telegraphic Modifications will not be considered.
- 02.13 No oral interpretation obligating the Owner will be made to any Bidder as to the meaning of the Drawings, Specifications and Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Owner. No inquiry received within seven (7) days prior to the day fixed for opening of the Bids shall be given consideration. Every interpretation made to the Bidder shall be in the form of an addendum to the Specifications. All such Addenda shall become part of the Contract Documents. Failure of Bidder to receive any such interpretation shall not relieve any Bidder from any obligation under this Bid. All Addenda shall be issued in accordance with the Public Bid Law, LSA-R.S. 38:2212(O)(2)(a) and (b).
- 02.14 The Owner reserves the right to reject any or all Bids for just cause in accordance with the Public Bid Law, LSA-R.S. 38:2214(B). Incomplete, informal or unbalanced Bids may be

- rejected. Reasonable grounds for belief that any one Bidder is concerned directly or indirectly with more than one Bid will cause rejection of all Bids wherein such Bidder is concerned. If required, a Bidder shall furnish satisfactory evidence of its competence and ability to perform the Work stipulated in its Proposal. Incompetence will constitute cause for rejection. If the Parish determines that the bidder is not responsive or responsible for any reason whatsoever, the bid may be rejected in accordance with State law.
- 02.15 The Contractor shall indemnify and hold harmless the Owner from any and all suits, costs, penalties or claims for infringement by reason of use or installation of any patented design, device, material or process, or any trademark and copyright in connection with the Work agreed to be performed under this Contract, and shall indemnify and hold harmless the Owner for any costs, expenses and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after completion of the Work.
- 02.16 Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project, which may directly or indirectly affect the Work or its prosecution. These laws and/or ordinances will be deemed to be included in the Contract, as though herein written in full.
- 02.17 Each Bidder shall visit the site of the proposed Work and fully acquaint itself with all surface and subsurface conditions as they may exist so that it may fully understand this Contract. Bidder shall also thoroughly examine and be familiar with drawings, Specifications and Contract Documents. The failure or omission of any Bidder to receive or examine any form instrument, Drawing or document or to visit the site and acquaint itself with existing conditions, shall in no way relieve any Bidder from any obligation with respect to its Bid and the responsibility in the premises.
- 02.18 The standard contract form enclosed with the Proposal documents is a prototype. It is enclosed with the Contract Documents for the guidance of the Owner and the Contractor. It has important legal consequences in all respects and consultation with an attorney is encouraged. Contractor shall be presumed to have consulted with its own independent legal counsel.
- 02.19 When one set of Contract plans show the Work to be performed by two or more prime Contractors, it is the responsibility of each Bidder to become knowledgeable of the Work to be performed by the other where the Work upon which this bid is submitted is shown to come into close proximity or into conflict with the Work of the other. In avoiding conflicts, pressure pipe lines must be installed to avoid conflict with gravity pipe lines and the Bidder of the smaller gravity pipe line in conflict with the larger gravity pipe line must include in his Bid the cost of a conflict box at these locations. The location of and a solution to the conflicts do not have to be specifically noted as such on the plans.
- 02.20 Bidder shall execute affidavit(s) attesting compliance with LSA-R.S. 38:2212.10, 38:2224, 38:2227, each as amended, and other affidavits as required by law, prior to execution of the contract.

- 02.21 Sealed Proposals (Bid) shall be received by St. Tammany Parish Government at the office of St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471, until the time and date denoted in Notice to Bidders, at which time and place the Proposals (Bids), shall be publicly opened and read aloud to those present. In accordance with LSA-R.S. 38-2212(A)(3)(c)(i), the designer's final estimated cost of construction shall be read aloud upon opening bids. Sealed Proposals (Bids) may also be mailed by certified mail to St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471, and must be received before the bid opening. Bids may also be submitted electronically. Information concerning links for electronic bidding is contained in the Notice to Bidders.
- 02.22 Proposals (Bids) shall be executed on Forms furnished and placed in a sealed envelope, marked plainly and prominently as indicated in the Notice to Bidders, and these General Conditions, and addressed:

St. Tammany Parish Government
Department of Procurement
21454 Koop Drive, Suite 2-F
Mandeville, LA 70471

- 02.23 Complete sets of Drawings, Specifications, and Contract Documents may be secured at the Office of the Owner. See Notice to Bidders for deposit schedule.
- 02.24 The successful bidder shall be required to post in each direction a public information sign, 4' x 8' in size, at the location of the project containing information required by the Owner. The Owner shall supply this information.
- 03.00 AWARD, EXECUTION OF DOCUMENTS, BONDS, ETC.
- 03.01 The award of the Contract, if it is awarded, will be to the lowest responsible Bidder, in accordance with State Law. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability and stability of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of same. The written contract and bond shall be issued in conformance with LSA-R.S. 38:2216. The Owner reserves the right to reject the Bid of any Bidder in accordance with the Public Bid Law, LSA-R.S. 38:2214. If the Contract is awarded, the Owner shall give the successful Bidder written notice of the award within forty-five (45) calendar days after the opening of the Bids in conformance with LSA-R.S. 38:2215(A), or any extension as authorized thereunder.
- 03.02 At least three counterparts of the Agreement and of such other Contract Documents as practicable shall be signed by the Owner and the Contractor. The Owner shall identify those portions of the Contract Documents not so signed and such identification shall be binding on both parties. The Owner and the Contractor shall each receive an executed counterpart of the Contract Documents.

- 03.03 Prior to the execution of the Agreement, the Contractor shall deliver to the Owner the required Bonds.
- 03.04 Failure of the successful Bidder to execute the Agreement and deliver the required Bonds within twenty (20) days of the Notice of the Award shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited.
- 03.05 In order to ensure the faithful performance of each and every condition, stipulation and requirement of the Contract and to indemnify and save harmless the Owner from any and all damages, either directly or indirectly arising out of any failure to perform same, the successful Bidder to whom the Contract is awarded shall furnish a surety Bond in an amount of at least equal to one hundred percent (100%) of the Contract Price. The Contract shall not be in force or binding upon the Owner until such satisfactory Bond has been provided to and approved by the Parish. The cost of the Bond shall be paid for by the Contractor unless otherwise stipulated in the Special Provisions.
- 03.06 No surety Company will be accepted as a bondsman who has no permanent agent or representative in the State upon whom notices referred to in the General Conditions of these Specifications may be served. Services of said notice on said agent or representative in the State shall be equal to service of notice on the President of the Surety Company, or such other officer as may be concerned.
- 03.07 In conformance with LSA-R.S. 38:2219(A)(1)(a), (b), and (c):

Any surety bond written for a public works project 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 with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

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 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 being 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.

In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. All contractors must comply with any other applicable provisions of LSA-R.S. 38:2219.

- 03.08 Should the Contractor's Surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new Bond in another company approved by the Owner, at no cost to the Owner. The new Bond shall be executed under the same terms and conditions as the original Bond. The new bond shall be submitted within thirty (30) days of such time as the Owner notifies Contractor or from the time Contractor learns or has reason to know that the original surety is no longer financially viable or acceptable to the Parish, whichever occurs first. In the event that Contractor fails or refuses to timely secure additional surety, then the Owner may secure such surety and thereafter deduct such cost or expense from any sum due or to become due Contractor.
- 03.09 The Contractor's bondsman shall obligate itself to all the terms and covenants of these Specifications and of contracts covering the Work executed hereunder. The Owner reserves the right to do Extra Work or make changes by altering, adding to deducting from the Work under the conditions and in the manner herein before described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.
- 03.10 The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with plans and Specifications. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney fees for enforcement of Contract and institution or concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of the Owner occurring through failure of the Contractor to perform.
- 03.11 The surety of the Contractor shall be and does hereby declare and acknowledge itself by acceptance to be bound to the Owner as a guarantor, jointly and in solido, with the Contractor, for fulfillment of terms of Section 03.00.
- 03.12 The performance Bond and Labor and Material Bond forming part of this Contract shall be continued by Contractor and its Surety for a period of one (1) year from date of acceptance of this Contract by Owner to assure prompt removal and replacement of all defective material, equipment, components thereof, workmanship, etc., and to assure payment of any damage to property of Owner or others as a result of such defective materials, equipment, workmanship, etc.
- 03.13 Contractor shall pay for the cost of recording the Contract and Bond and the cost of canceling same. Contractor shall also secure and pay for all Clear Lien and Privilege Certificates (together with any updates) which will be required before any final payment is made, and that may be required before any payment, at the request of the Owner, its representative, agent, architect, engineer and the like. All recordation and Clear Lien and Privilege Certificate requirements shall be in accordance with those requirements noted herein before in contract Specifications.

04.00 SUBCONTRACTS

- 04.01 Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons and organizations for whose acts any of them may be liable to the same extent that

it is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between Owner and any Subcontractor or other person or organization having a direct Contract with Contractor, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any monies due any Subcontractor.

04.02 Nothing in the Contract Documents shall be construed to control the Contractor in dividing the Work among approved Subcontractors or delineating the Work to be performed by any trade.

04.03 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents prior to commencing Work. Every Subcontractor, by undertaking to perform any of the Work, shall thereby automatically be deemed bound by such terms and conditions.

04.04 The Contractor shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses including Attorney's fees arising out of or resulting from the Contractor's failure to bind every Subcontractor and Contractor's surety to all of the applicable terms and conditions of the Contract Documents.

05.00 ASSIGNMENT

05.01 Neither party to this Contract shall assign or sublet its interest in this Contract without prior written consent of the other, nor shall the Contractor assign any monies due or to become due to it under this Contract without previous written consent of the Owner, nor without the consent of the surety unless the surety has waived its right to notice of assignment.

06.00 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS.

06.01 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between Owner and Contractor. Alterations, modifications and amendments shall only be in writing between these parties.

06.02 The Contract Documents are intended to be complimentary and to be read *in pari materii*, and what is called for by one is as binding as if called for by all. If Contractor finds a conflict, error or discrepancy in the Contract Documents, it shall call it to the Owner's attention, in writing, at once and before proceeding with the Work affected thereby; however, it shall be liable to Owner for its failure to discover any conflict, error or discrepancy in the Specifications or Drawings. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Special Conditions, General Conditions, Construction Specifications and Drawings. The general notes on the plans shall be considered special provisions. Figure dimensions on Drawings shall govern over scale dimensions and detail Drawings shall govern over general Drawings. Where sewer connections are shown to fall on a lot line between two lots, the Contractor shall determine this location by measurement not by scale. Any Work that may reasonably be inferred from the Specifications or

Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described herein which so applied to this Project are covered by a well-known technical meaning or specification shall be deemed to be governed by such recognized standards unless specifically excluded.

06.03 Unless otherwise provided in the Contract Documents, the Owner will furnish to the Contractor (free of charge not to exceed ten (10) copies) Drawings and Specifications for the execution of Work. The Drawings and Specifications are the property of the Owner and are to be returned to it when the purpose for which they are intended have been served. The Contractor shall keep one copy of all Drawings and Specifications, including revisions, Addenda, details, Shop Drawings, etc. on the Work in good order and available to the Owner or the regulatory agency of the governmental body having jurisdiction in the area of the Work.

07.00 SHOP DRAWINGS, BROCHURES AND SAMPLES

07.01 After checking and verifying all field measurements, Contractor shall submit to Owner for approval, five copies (or at Owner's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of Contractor and identified as Owner may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable Owner to review the information as required.

07.02 Contractor shall also submit to Owner, for review with such promptness as to cause no delay in Work, all samples as required by the Contract Documents. All samples will have been checked by and stamped with the approval of Contractor identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended. At the time of each submission, Contractor shall in writing call Owner's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.

07.03 Owner will review with reasonable promptness Shop Drawings and samples, but its review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review 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 Owner and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by Owner on previous submissions. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to Owner that Contractor has determined and verified all quantities, dimensions, field construction criteria, materials catalog numbers and similar data and thereafter assumes full responsibility for doing so, and that it has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

07.04 Where a Shop Drawing or sample submission is required by the Specifications, no related Work shall be commenced until the submission has been reviewed by Owner. A copy of

each reviewed shop Drawing and each inspected sample shall be kept in good order by Contractor at the site and shall be available to Owner.

07.05 Owner's review of Shop Drawings or samples shall not relieve Contractor from its responsibility for any deviations from the requirements of the Contract Documents unless Contractor has in writing called Owner's attention to such deviation at the time of submission and Owner has given written approval to the specific deviation, nor shall any review by Owner relieve Contractor from responsibility for errors or omissions in the Shop Drawings. The mere submittal of shop drawings which contain deviations from the requirements of plans, specifications and/or previous submittals in itself does not satisfy this requirement.

08.00 RECORD DRAWINGS

08.01 The Contractor shall keep an accurate record in a manner approved by the Owner of all changes in the Contract Documents during construction. In Work concerning underground utilities, the Contractor shall keep an accurate record in a manner approved by the Owner of all valves, fittings, etc. Before the Work is accepted by the Owner, and said acceptance is recorded, the Contractor shall furnish the Owner a copy of this record.

08.02 Contractor shall keep an accurate drawing measured in the field to the nearest 0.1' of the location of all sewer house connections. The location shown shall be the end of the connection at the property line measured along the main line of pipe from a manhole.

08.03 Contractor shall keep an accurate drawing of the storm water drainage collection system. Inverts to the nearest 0.01' and top of castings shall be shown as well as location of all structures to the nearest 0.1'. Upon completion of the Work, the plan will be given to the Owner.

09.00 PROGRESS OF WORK

09.01 Contractor shall conduct the Work in such a professional manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time limit specified.

09.02 The Owner shall issue a Notice to Proceed to the Contractor within twenty (20) calendar days from the date of execution of the Contract. Upon mutual consent by both parties, the Notice to Proceed may be extended. The Contractor is to commence Work under the Contract within ten (10) calendar days from the date the Notice to Proceed is issued by the Owner.

09.03 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's approval an estimated progress schedule for the work to be performed, as well as a construction signing layout for all roads within the project area. The Contractor shall not start work or request partial payment until the work schedule has been submitted to the Owner for approval.

- 09.04 Revisions to the original schedule will be made based on extension of days granted for inclement weather or change orders issued under the contract. No other revision shall be made which affects the original completion or updated completion date, whichever is applicable.
- 09.05 Failure of the Contractor to submit an estimated progress schedule or to complete timely and on schedule the Work shown on the progress schedule negates any and all causes or claims by the Contractor for accelerated completion damages. These accelerated damage claims shall be deemed forfeited.
- 09.06 Meetings will be held as often as necessary to expedite the progress of the job. Meetings will be held during normal working hours at the jobsite and shall be mandatory for the Contractor and all Sub-Contractors working on the project. Meetings may be requested by the Owner at any time and at the discretion of the Owner.

10.00 OWNER'S RIGHT TO PROCEED WITH PORTIONS OF THE WORK

- 10.01 Upon failure of the Contractor to comply with any notice given in accordance with the provisions hereof, the Owner shall have the alternative right, instead of assuming charge of the entire Work, to place additional forces, tools, equipment and materials on parts of the Work. The cost incurred by the Owner in carrying on such parts of the Work shall be payable by the Contractor. Such Work shall be deemed to be carried on by the Owner on account of the Contractor. The Owner may retain all amounts of the cost of such Work from any sum due Contractor or those funds that may become due to Contractor under this Agreement.
- 10.02 Owner may perform additional Work related to the Project by itself or it may let any other direct contract which may contain similar General Conditions. Contractor shall afford the other contractors who are parties to such different contracts (or Owner, if it is performing the additional Work itself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate its Work with the subsequent work.
- 10.03 If any part of Contractor's Work depends upon proper execution or results upon the Work of any such other contractor (or Owner), Contractor shall inspect and promptly report to Owner in writing any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. Failure to so report shall constitute an acceptance of the other Work as fit and proper for the relationship of its Work except as to defects and deficiencies which may appear in the other Work after the execution of its Work.
- 10.04 Whatever Work is being done by the Owner, other Contractors or by this Contractor, the parties shall respect the various interests of the other parties at all times. The Owner may, at its sole discretion, establish additional rules and regulations concerning such orderly respect of the rights of various interests.
- 10.05 Contractor shall do all cutting, fitting and patching of its Work that may be required to integrate its several parts properly and fit to receive or be received by such other Work. Contractor shall not endanger any Work of others by cutting, excavating or otherwise

altering Work and will only alter Work with the written consent of Owner and of the other contractors whose Work will be affected.

- 10.06 If the performance of additional Work by other contractors or Owner is not noted in the Contract Documents, written notice thereof shall be given to Contractor prior to starting any such additional Work. If Contractor believes that the performance of such additional Work by Owner or others may cause additional expense or entitles an extension of the Contract Time, the Contractor may make a claim therefor. The claim must be in writing to the Owner within thirty (30) calendar days of receipt of notice from the Owner of the planned additional Work by others.

11.00 TIME OF COMPLETION

- 11.01 The Notice to Proceed will stipulate the date on which the Contractor shall begin work. That date shall be the beginning of the Contract Time charges.

- 11.02 Contractor shall notify the Owner through its duly authorized representative, in advance, of where Contractor's work shall commence each day. A daily log shall be maintained by Contractor to establish dates, times, persons contacted, and location of work. Specific notice shall be made to the Owner if the Contractor plans to work on Saturday, Sunday, or a Parish approved holiday. If notice is not received, no consideration will be given for inclement weather and same shall be considered a valid work day.

- 11.03 The Work covered by the Plans, Specifications and Contract Documents must be completed sufficiently for acceptance within the number of calendar days specified in the Proposal and/or the Contract, commencing from the date specified in the Notice to Proceed. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the time of completion is an essential condition of this Contract, and it is further mutually understood and agreed that if the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as partial consideration for the awarding of this Contract, to pay the Owner \$500.00 per day as specified in the Contract, not as a penalty, but as liquidated damages for such breach of contract for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. It is specifically understood that the Owner shall also be entitled to receive a reasonable attorney fee and all costs in the event that Contractor fails to adhere to this agreement and this contract is referred to counsel for any reason whatsoever. Reasonable attorney fees shall be the prevailing hourly rate of the private sector, and in no event shall the hourly rate be less than \$175.00 per hour. All attorney fees shall be paid to the operating budget of the Office of the Parish President.

- 11.04 Prior to final payment, the Contractor may, in writing to the Owner, certify that the entire Project is substantially complete and request that the Owner or its agent issue a certificate of Substantial Completion. See Section 29.00.

- 11.05 The Owner may grant an extension(s) of time to the Contractor for unusual circumstances which are beyond the control of the Contractor and could not reasonably be foreseen by the Contractor prior to Bidding. Any such request must be made in writing to the Owner

within seven (7) calendar days following the event occasioning the delay. The Owner shall have the exclusive and unilateral authority to determine, grant, and/or deny the validity of any such claim.

11.06 Extensions of time for inclement weather shall be processed as follows:

Commencing on the start date of each job, the Parish Inspector assigned to same shall keep a weekly log, indicating on each day whether inclement weather has prohibited the Contractor from working on any project within the specific job, based upon the following:

1. Should the Contractor prepare to begin work on any day in which inclement weather, or the conditions resulting from the weather, prevent work from beginning at the usual starting time, and the crew is dismissed as a result, the Contractor will not be charged for a working day whether or not conditions change during the day and the rest of the day becomes suitable for work.
2. If weather conditions on the previous day prevent Contractor from performing work scheduled, provided that no other work can be performed on any project within the package. The Parish Inspector shall determine if it is financially reasonable to require the Contractor to deviate from the schedule and relocate to another location.
3. If the Contractor is unable to work at least 60% of the normal work day due to inclement weather, provided that a normal working force is engaged on the job.

Any dispute of weather conditions as related to a specific job shall be settled by records of the National Weather Service.

11.07 Extensions of time for change orders

When a change order is issued, the Owner and Contractor will agree on a reasonable time extension, if any, to implement such change. Consideration shall be given for, but not limited to, the following:

1. If material has to be ordered;
2. Remobilization and or relocation of equipment to perform task; and
3. Reasonable time frame to complete additional work.

Time extensions for change orders shall be reflected on the official document signed by the Owner and Contractor.

11.08 At the end of each month, the Owner or its agent will furnish to the Contractor a monthly statement which reflects the number of approved days added to the contract. The Contractor will be allowed fourteen (14) calendar days in which to file a written protest

setting forth in what respect the monthly statement is incorrect; otherwise, the statement shall be considered accepted by the Contractor as correct.

- 11.09 Apart from extension of time for unavoidable delays, no payment or allowance of any kind shall be made to the Contractor as compensation for damages because of hindrance or delay for any cause in the progress of the Work, whether such delay be avoidable or unavoidable.

12.00 LIQUIDATED DAMAGES

- 12.01 In case the Work is not completed in every respect within the time that may be extended, it is understood and agreed that per diem deductions of the sum of \$500.00 for liquidated damages, as stipulated in the Proposal and/or Contract, shall be made from the total Contract Price for each and every calendar day after and exclusive of the day on which completion was required, and up to the completion of the Work and acceptance thereof by the Owner. It is understood and agreed that time is of the essence to this Contract, and the above sum being specifically herein agreed upon in advance as the measure of damages to the Owner on account of such delay in the completion of the Work. It is further agreed that the expiration of the term herein assigned or as may be extended for performing the Work shall, *ipso facto*, constitute a putting in default, the Contractor hereby waiving any and all notice of default. The Contractor agrees and consents that the Contract Price, reduced by the aggregate of the entire damages so deducted, shall be accepted in full satisfaction of all Work executed under this Contract. It is further understood and agreed that Contractor shall be liable for a reasonable attorney fee and all costs associated with any breach of this agreement, including but not limited to this subsection. In the event that any dispute or breach herein causes referrals to counsel, then Contractor agrees to pay a reasonable attorney fee at the prevailing hourly rate of the private sector. In no event shall the hourly rate be less than \$175.00 per hour.

13.00 LABOR, MATERIALS, EQUIPMENT, SUPERVISION, PERMITS AND TAXES

- 13.01 The Contractor shall provide and pay for all labor, materials, equipment, supervision, subcontracting, transportation, tools, fuel, power, water, sanitary facilities and all incidentals necessary for the completion of the Work in substantial conformance with the Contract Documents.
- 13.02 The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. It shall at all times maintain good discipline and order at the site.
- 13.03 Unless otherwise specifically provided for in the Specifications, all workmanship, equipment, materials, and articles incorporated in the Work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose intended. Samples of materials furnished under this Contract shall be submitted for approval to the Owner when and as directed.
- 13.04 Whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular manufacturer or vendor, any material or article which shall perform adequately the duties imposed by the general design will be

considered equal, and satisfactory, providing the material or article so proposed is of equal substance and function and that all technical data concerning the proposed substitution be approved by the Owner prior to the Bidding. The Owner shall have the exclusive and unilateral discretion to determine quality and suitability in accordance with LSA-R.S. 38:2212(T)(2).

- 13.05 Materials shall be properly and securely stored so as to ensure the preservation of quality and fitness for the Work, and in a manner that leaves the material accessible to inspection. Materials or equipment may not be stored on the site in a manner such that it will interfere with the continued operation of streets and driveways or other contractors working on the site.
- 13.06 The Contractor, by entering into the Contract for this Work, sets itself forth as an expert in the field of construction and it shall supervise and direct the Work efficiently and with its best skill and attention. It shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
- 13.07 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 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 the Contractor. Owner specifically reserves the right to approve and/or disapprove the retention of a new superintendent, all to not be unreasonably withheld.
- 13.08 Any foreman or workman employed on this Project who disregards orders or instructions, does not perform his Work in a proper and skillful manner, or is otherwise objectionable, shall, at the written request of the Owner, be removed from the Work and shall be replaced by a suitable foreman or workman.
- 13.09 The Contractor and/or its assigned representative shall personally ensure that all subcontracts and divisions of the Work are executed in a proper and workmanlike manner, on scheduled time, and with due and proper cooperation.
- 13.10 Failure of the Contractor to keep the necessary qualified personnel on the Work shall be considered cause for termination of the Contract by the Owner.
- 13.11 Only equipment in good working order and suitable for the type of Work involved shall be brought onto the job and used by the Contractor. The Contractor is solely responsible for the proper maintenance and use of its equipment and shall hold the Owner harmless from any damages or suits for damages arising out of the improper selection or use of equipment. No piece of equipment necessary for the completion of the Work shall be removed from the job site without approval of the Owner.
- 13.12 All Federal, State and local taxes due or payable during the time of Contract on materials, equipment, labor or transportation, in connection with this Work, must be included in the amount bid by the Contractor and shall be paid to proper authorities before acceptance. The Contractor shall furnish all necessary permits and certificates and comply with all laws and

ordinances applicable to the locality of the Work. The cost of all inspection fees levied by any governmental entity whatsoever shall be paid for by the Contractor.

- 13.13 In accordance with St. Tammany Police Jury Resolution 86-2672, as amended, the Contractor must provide in a form suitable to the Owner an affidavit stating that all applicable sales taxes for materials used on this project have been paid.
- 13.14 During the period that this Contract is in force, neither party to the Contract shall solicit for employment or employ an employee of the other.
- 13.15 All materials or equipment shown on the Drawings or included in these specifications shall be furnished unless written approval of a substitute is obtained from the Designer, or Owner if no separate designer.
- 13.16 If a potential supplier wishes to submit for prior approval a particular product other than a product specified in the contract documents, he shall do so no later than seven working days prior to the opening of bids. Within three days, exclusive of holidays and weekends, after such submission, the prime design professional shall furnish to both the public entity and the potential supplier written approval or denial of the product submitted. The burden of proof of the equality of the proposed substitute is upon the proposer and only that information formally submitted shall be used by the Designer in making its decision.
- 13.17 The decision of the Designer/Owner shall be given in good faith and shall be final.

14.00 QUANTITIES OF ESTIMATE, CHANGES IN QUANTITIES, EXTRA WORK

- 14.01 Whenever the estimated quantities of Work to be done and materials to be furnished under this Contract are shown in any of the documents, including the Proposal, such are given for use in comparing Bids and the right is especially reserved, except as herein otherwise specifically limited, to increase or diminish same not to exceed twenty-five percent (25%) by the Owner to complete the Work contemplated by this Contract. Such increase or diminution shall in no way vitiate this Contract, nor shall such increase or diminution give cause for claims or liability for damages.
- 14.02 The Owner shall have the right to make alterations in the line, grade, plans, form or dimensions of the Work herein contemplated, provided such alterations do not change the total cost of the Project, based on the originally estimated quantities, and the unit prices bid by more than twenty-five percent (25%) and provided further that such alterations do not change the total cost of any major item, based on the originally estimated quantities and the unit price bid by more than twenty-five (25%). (A major item shall be construed to be any item, the total cost of which is equal to or greater than ten percent (10%) of the total Contract Price, computed on the basis of the Proposal quantity and the Contract unit price). Should it become necessary, for the best interest of the Owner, to make changes in excess of that herein specified, the same shall be covered by supplemental agreement either before or after the commencement of the Work and without notice to the sureties. If such alterations diminish the quantity of Work to be done, such shall not constitute a claim for damages for anticipated profits for the Work dispensed with, but when the reduction in amount is a material part of the Work contemplated, the Contractor shall be entitled to only

reasonable compensation as determined by the Owner for overhead and equipment charges which it may have incurred in expectation of the quantity of Work originally estimated, unless specifically otherwise provided herein; if the alterations increase the amount of Work, the increase shall be paid according to the quantity of Work actually done and at the price established for such Work under this Contract except where, in the opinion of the Owner, the Contractor is clearly entitled to extra compensation.

- 14.03 Without invalidating the Contract, the Owner may order Extra Work or make changes by altering, adding to, or deducting from the Work, the Contract sum being adjusted accordingly. The consent of the surety must first be obtained when necessary or desirable, all at the exclusive discretion of the Owner. All the Work of the kind bid upon shall be paid for at the price stipulated in the Proposal, and no claims for any Extra Work or material shall be allowed unless the Work is ordered in writing by the Owner.
- 14.04 Extra Work for which there is no price or quantity included in the Contract shall be paid for at a unit price or lump sum to be agreed upon in advance in writing by the Owner and Contractor. Where such price and sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Owner may, at its exclusive and unilateral discretion, order the Contractor to do such Work on a Force Account Basis.
- 14.05 In computing the price of Extra Work on a Force Account Basis, the Contractor shall be paid for all foremen and labor actually engaged on the specific Work at the current local rate of wage for each and every hour that said foremen and labor are engaged in such Work, plus ten percent (10%) of the total for superintendence, use of tools, overhead, direct & indirect costs/expenses, pro-rata applicable payroll taxes, pro-rata applicable workman compensation benefits, pro-rata insurance premiums and pro-rata reasonable profit. The Contractor shall furnish satisfactory evidence of the rate or rates of such insurance and tax. The Contractor will not be able to collect any contribution to any retirement plans or programs.
- 14.06 For all material used, the Contractor shall receive the actual cost of such material delivered at the site of the Work, as shown by original receipted bill, to which shall be added five percent (5%). There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.
- 14.07 For any equipment used that is owned by the Contractor, the Contractor shall be allowed a rental based upon the latest prevailing rental price, but not to exceed a rental price as determined by the Associated Equipment Distributors (A.E.D. Green Book).
- 14.08 The Contractor shall also be paid the actual costs of transportation for any equipment which it owns and which it has to transport to the Project for the Extra Work. There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.
- 14.09 If the Contractor is required to rent equipment for Extra Work, but not required for Contract items, it will be paid the actual cost of rental and transportation of such equipment to which no percent shall be added. The basis upon which rental cost are to be charged shall be

agreed upon in writing before the Work is started. Actual rental and transportation costs shall be obtained from receipted invoices and freight bills.

14.10 No compensation for expenses, fees or costs incurred in executing Extra Work, other than herein specifically mentioned herein above, will be allowed.

14.11 A record of Extra Work on Force Account basis shall be submitted to the Owner on the day following the execution of the Work, and no less than three copies of such record shall be made on suitable forms and signed by both the Owner or his representative on the Project and the Contractor. All bids for materials used on extra Work shall be submitted to the Owner by the Contractor upon certified statements to which will be attached original bills covering the costs of such materials.

14.12 Payment for Extra Work of any kind will not be allowed unless the same has been ordered in writing by the Owner.

15.00 STATUS OF THE ENGINEER (NOT APPLICABLE)

16.00 INJURIES TO PERSONS AND PROPERTY

16.01 The Contractor shall be held solely and exclusively responsible for all injuries to persons and for all damages to the property of the Owner or others caused by or resulting from the negligence of itself, its employees or its agents, during the progress of or in connection with the Work, whether within the limits of the Work or elsewhere under the Contract proper or as Extra Work. This requirement will apply continuously and not be limited to normal working hours or days. The Owner's construction review is for the purpose of checking the Work product produced and does not include review of the methods employed by the Contractor or to the Contractor's compliance with safety measures of any nature whatsoever. The Contractor agrees to pay a reasonable attorney fee and other reasonable attendant costs of the Owner in the event it becomes necessary for the Owner to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than \$175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Parish President.

16.02 The Contractor must protect and support all utility infrastructures or other properties which are liable to be damaged during the execution of its Work. It shall take all reasonable and proper precautions to protect persons, animals and vehicles or the public from the injury, and wherever necessary, shall erect and maintain a fence or railing around any excavation, and place a sufficient number of lights about the Work and keep same burning from twilight until sunrise, and shall employ one or more watchmen as an additional security whenever needed. The Contractor understands and agrees that the Owner may request that security be placed on the premises to ensure and secure same. The Owner shall have exclusive authority to request placement of such security. Contractor agrees to retain and place security as requested, all at the sole expense of Contractor. Additional security shall not be considered a change order or reason for additional payment by the Owner. The Contractor must, as far as practicable and consistent with good construction, permit access to private and public property and leave fire hydrants, catch basins, streets, etc., free from encumbrances. The

Contractor must restore at its own expense all injured or damaged property caused by any negligent act of omission or commission on its part or on the part of its employees or subcontractors, including, but not limited to, sidewalks, curbing, sodding, pipes conduits, sewers, buildings, fences, bridges, retaining walls, tanks, power lines, levees or any other building or property whatsoever to a like condition as existed prior to such damage or injury.

- 16.03 In case of failure on the part of the Contractor to restore such property or make good such damage, the Owner may upon forty-eight (48) hours' notice proceed to repair or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due under its Contract.
- 16.04 Contractor agrees to protect, defend, indemnify, save, and hold harmless St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, their officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred by St. Tammany Parish Government as a result of any claim, demands, and/or causes of action that results from the negligent performance or non-performance by Contractor, its agents, servants, employees, and subcontractors of this contract. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors.
- 16.05 As to any and all claims against Owner, its agents, assigns, representatives or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts as may be liable, the indemnification obligation under Paragraph 16.04 shall not be limited in any way or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 16.06 No road shall be closed by the Contractor to the public except by written permission of the Owner. If so closed, the Contractor shall maintain traffic over, through and around the Work included in his Contract, with the maximum practical convenience, for the full twenty-four hours of each day of the Contract, whether or not Work has ceased temporarily. The Contractor shall notify the Owner at the earliest possible date after the Contract has been executed and, in any case, before commencement of any construction that might in any way inconvenience or endanger traffic, in order that necessary and suitable arrangements may be determined. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor. This expense shall be paid directly by the Contractor. This expense shall not be considered as a change order nor shall it allow the Contractor any additional cost reimbursement whatsoever. All traffic deviations herein shall be coordinated with the appropriate law enforcement officials of this Parish.

- 16.07 The convenience of the general public and residents along the Works shall be provided for in a reasonable, adequate and satisfactory manner. Where existing roads are not available as detours, and unless otherwise provided, all traffic shall be permitted to pass through the Work. In all such cases, the public shall have precedence over Contractor's vehicles insofar as the traveling public's vehicles shall not be unduly delayed for the convenience of the Contractor. In order that all unnecessary delay to the traveling public may be avoided, the Contractor shall provide and station competent flagmen whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the Work. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor. This expense shall be paid directly by the Contractor. This expense shall not be considered as a change order nor shall it allow the Contractor any additional cost reimbursement whatsoever. All traffic deviations herein shall be coordinated with the appropriate law enforcement officials of this Parish.
- 16.08 The Contractor shall arrange its Work so that no undue or prolonged blocking of business establishments will occur.
- 16.09 Material and equipment stored on the right of way or work site shall be so placed and the Work at times shall be so conducted as to ensure minimum danger and obstruction to the traveling public.
- 16.10 During grading operations when traffic is being permitted to pass through construction, the Contractor shall provide a smooth, even surface that will provide a satisfactory passageway for use of traffic. The road bed shall be sprinkled with water if necessary to prevent a dust nuisance, provided the dust nuisance is a result of the Work.
- 16.11 Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by ordinances, rules or regulations or within fifteen (15) feet of a fire hydrant, in the absence of such ordinance, rules or regulations.
- 16.12 The Contractor shall not, without the written permission of the Owner, do Work for a resident or property owner abutting the Work at the time that this Work is in progress.
- 16.13 No Work of any character shall be commenced on railroad right-of-way until the Railroad Company has issued a permit to the Owner and has been duly notified by the Contractor in writing (with a copy forwarded to the Owner) of the date it proposes to begin Work, and until an authorized representative of the Railroad Company is present, unless the Railroad Company waives such requirements. All Work performed by the Contractor within the right-of-way limits of the railroad shall be subject to the inspection and approval of the chief engineer of the Railroad Company or its authorized representative. Any precautions considered necessary by said chief engineer to safeguard the property, equipment, employees and passengers of the Railroad Company shall be taken by the Contractor without extra compensation. The Contractor shall, without extra compensation, take such precautions and erect and maintain such tell-tale or warning devices as the Railroad Company considers necessary to safeguard the operation of its trains. The temporary vertical and horizontal clearance specified by the chief engineer of the Railroad Company

in approving these shall be maintained at all times. No steel, brick, pipe or any loose material shall be left on the ground in the immediate vicinity of the railway track. Before any Work is done within Railroad right of way, the Contractor shall provide and pay all costs of any special insurance requirements of the Railroad.

16.14 The Contractor, shall, without extra compensation, provide, erect, paint and maintain all necessary barricades. Also, without extra compensation, the Contractor shall provide suitable and sufficient lights, torches, reflectors or other warning or danger signals and signs, provide a sufficient number of watchmen and flagmen and take all the necessary precautions for the protection of the Work and safety of the Public.

16.15 The Contractor shall erect warning signs beyond the limits of the Project, in advance of any place on the Project where operations interfere with the use of the road by traffic, including all intermediate points where the new Work crosses or coincides with the existing road. All barricades and obstructions shall be kept well painted and suitable warning signs shall be placed thereon. All barricades and obstructions shall be illuminated at night and all lights or devices for this purpose shall be kept burning from sunset to sunrise.

16.16 Whenever traffic is maintained through or over any part of the Project, the Contractor shall clearly mark all traffic hazards. No direct payment will be made for barricades, signs and illumination therefore or for watchmen or flagmen.

16.17 The Contractor will be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. The duty of the Owner to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, or near the construction site.

17.00 SANITARY PROVISIONS

17.01 The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the rules and regulations of the State Health Agency or of the other authorities having jurisdiction and shall permit no public nuisance.

18.00 RIGHTS OF WAY

18.01 The Owner will furnish the Contractor with all necessary rights-of-way for the prosecution of the Work. The rights of way herein referred to shall be taken to mean only permission to use or pass through the locations or space in any street, highway, public or private property in which the Contractor is to prosecute the Work.

18.02 It is possible that all lands and rights of way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin its Work upon such land and rights of way as the Owner may have previously acquired. Any delay in furnishing these lands by the Owner can be deemed proper cause for adjustment in the Contract amount and/or in the time of completion.

19.00 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

19.01 The Contractor shall not enter upon private property for any purpose without first obtaining permission from the Owner, as well as the private property owner and/or and private property Lessees. The Contractor shall use every precaution necessary for the preservation of all public and private property, monuments, highway signs, telephone lines, other utilities, etc., along and adjacent to the Work; the Contractor shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures; and shall protect carefully from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. The street and highway signs and markers that are to be affected by the Work shall be carefully removed when the Work begins and stored in a manner to keep them clean and dry. The Contractor must obtain all necessary information in regard to existing utilities and shall give notice in writing to the owners or the proper authorities in charge of streets, gas, water, pipes, electric, sewers and other underground structures, including conduits, railways, poles and pole lines, manholes, catch basins, fixtures, appurtenances, and all other property that may be affected by the Contractor's operations, at least forty-eight (48) hours before its operations will affect such property. The Contractor shall not hinder or interfere with any person in the protection of such Work or with the operation of utilities at any time. When property, the operation of railways, or other public utilities are endangered, the Contractor shall at its own expense, maintain flagmen or watchmen and any other necessary precautions to avoid interruption of service or damage to life or property, and it shall promptly repair, restore, or make good any injury or damage caused by its negligent operations in an acceptable manner. The Contractor must also obtain all necessary information in regard to the installation of new cables, conduits, and transformers, and make proper provisions and give proper notifications, in order that same can be installed at the proper time without delay to the Contractor or unnecessary inconvenience to the Owner.

19.02 The Contractor shall not remove, cut or destroy trees, shrubs, plants, or grass that are to remain in the streets or those which are privately owned, without the proper authority. Unless otherwise provided in the Special Provisions or the Proposal, the Contractor shall replace and replant all plants, shrubs, grass and restore the grounds back to its original good condition to the satisfaction of the Owner and/or the property owner. The Contractor shall assume the responsibility of replanting and guarantees that plants, shrubs, grass will be watered, fertilized and cultivated until they are in a growing condition. No direct payment will be made for removing and replanting of trees, shrubs, plants or grass unless such items are set forth in the Proposal.

19.03 When or where direct damage or injury is done to public or private property by or on account of any negligent act, omission, neglect or otherwise of the Contractor, it shall make good such damage or injury in an acceptable manner.

20.00 CONTRACTORS RESPONSIBILITY FOR WORK

20.01 Until final acceptance of the Work by the Owner as evidence by approval of the final estimate, the Work shall be in the custody and under the charge and care of the Contractor and it shall take every necessary precaution against injury or damage to any part thereof by

the action of the elements or from the non-execution of the Work; unless otherwise provided for elsewhere in the Specifications or Contract. The Contractor shall rebuild, repair, restore and make good, without extra compensation, all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance, and shall bear the expenses thereof. In case of suspension of the Work from any cause whatever, the Contractor shall be responsible for all materials and shall properly and securely store same, and if necessary, shall provide suitable shelter from damage and shall erect temporary structures where necessary. If in the exclusive discretion of the Owner, any Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors to so protect the Work, such materials shall be removed and replaced at the sole expense of the Contractor. Such amount shall be deducted from any sum due or to be due Contractor.

20.02 The Contractor shall give all notice and comply with all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the Work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the Work, and shall indemnify and hold harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by itself, its employees or Subcontractors.

21.00 TESTS AND INSPECTIONS CORRECTION & REMOVAL OF DEFECTIVE WORK

21.01 Contractor warrants and guarantees to Owner that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or Defective Work and all Work not conforming to the requirements of the Contract Documents at the time of acceptance shall be considered Defective. Prompt and reasonable notice of all defects shall be given to the Contractor.

21.02 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by some public body, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish Owner the required certificates of inspection, testing or approval. All other inspections, tests and approval required by the Contract Documents shall be performed by organizations acceptable to Owner and Contractor and the costs thereof shall be borne by the Contractor unless otherwise specified.

21.03 Contractor shall give Owner timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required to be inspected, tested or approved is covered without written approval of Owner, it must, if requested by Owner, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given Owner timely notice of its intention to cover such Work and Owner has not acted with reasonable promptness in response to such notice.

21.04 Neither observations by Owner nor inspections, tests or approvals shall relieve Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Document.

- 21.05 Owner and its representatives will at reasonable times have access to the Work. Contractor shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 21.06 If any Work is covered contrary to the written request of Owner, it must, be uncovered for Owner's observation and replaced at Contractor's expense. If any Work has been covered which Owner has not specifically requested to observe prior to its being covered, or if Owner considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at Owner's request, shall uncover, expose or otherwise make available for observations, inspections or testing as Owner 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 the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be Defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 21.07 If the Work is Defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to Subcontractors or for labor, materials or equipment, Owner may order Contractor to stop the Work, or any portion thereof, until the cause of 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.
- 21.08 Prior to approval of final payment, Contractor shall promptly, without cost to Owner and as specified by Owner, either correct any Defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not correct such Defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from Owner, Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement including compensation for additional professional services shall be paid by Contractor, and an appropriate deductive Change Order shall be issued. Contractor shall also bear the expense of making good all Work of others destroyed or damaged by its correction, removal or replacement of its Defective Work.
- 21.09 If, after the approval of final payment and prior to the expiration of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such Defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, Owner may have the Defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. The Contractor agrees to pay

a reasonable attorney fee and other reasonable attendant costs of the Owner in the event it becomes necessary for the Owner to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than \$175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Parish President.

- 21.10 If, instead of requiring correction or removal and replacement of Defective Work, Owner (and prior to approval of final payment) prefers to accept it, the Owner may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price, or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to Owner.
- 21.11 If Contractor should fail to progress the Work in accordance with the Contract Documents, including any requirements of the Progress Schedule, Owner, after seven (7) days written Notice to Contractor, may, without prejudice to any other remedy Owner may have, make good such deficiencies and the cost thereof including compensation for additional professional services shall be charged against Contractor. In such cases, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Owner.
- 21.12 The Owner may appoint representatives to make periodic visits to the site and observe the progress and quality of the executed Work. These representatives shall be governed by the same restrictions placed on the Owner by these Specifications. The governing body of the Federal, State or local government exercising authority in the area of the Work may appoint representatives to observe the progress and quality of the Work. Contractor shall cooperate with and assist these representatives in the performance of their duties.
- 21.13 The Contractor shall be responsible for the faithful execution of its Contract and the presence or absence of the Owner's or Government's Representative is in no way or manner to be presumed or assumed to relieve in any degree the responsibility or obligation of the Contractor.
- 21.14 The Contractor shall notify the Owner and the Governmental Agency having jurisdiction as to the exact time at which it is proposed to begin Work so the Owner may provide for inspection of all materials, foundations, excavations, equipment, etc., and all or any part of the Work and to the preparation or manufacture of materials to be used whether within the limits of the Work or at any other place.
- 21.15 The Owner or its representatives shall have free access to all parts of the Work and to all places where any part of the materials to be used are procured, manufactured or prepared. The Contractor shall furnish the Owner all information relating to the Work and the material therefor, which may be deemed necessary or pertinent, and with such samples of materials as may be required. The Contractor, at its own expense, shall supply such labor

and assistance as may be necessary in the handling of materials for proper inspection or for inspection of any Work done by it.

- 21.16 No verbal instructions given to the Contractor by the Owner, Project Representative or any of their agents shall change or modify the written Contract. Contractors shall make no claims for additional payments or time based upon verbal instructions.

22.00 SUBSURFACE CONDITIONS

- 22.01 It is understood and agreed that the Contractor is familiar with the subsurface conditions that will be encountered and its price bid for the Work includes all of the costs involved for Work in these conditions and it is furthermore agreed that it has taken into consideration, prior to its Bid and acceptance by Owner, all of the subsurface conditions normal or unusual that might be encountered in the location of the Work.

- 22.02 Should the Contractor encounter during the progress of the Work subsurface conditions at the site materially differing from those shown on the Drawings or indicated in the Specifications, the attention of the Owner shall be directed to such conditions before the conditions are disturbed. If the Owner finds that the conditions materially differ from those shown on the Drawings or indicated in the Specifications, it shall at once make such changes in the Drawings or Specifications as it may find necessary, and any increase or decrease in cost or extension of time resulting from such changes shall be adjusted in the same manner as provided for changes for Extra Work. The Contractor shall submit breakdowns of all costs in a manner as instructed and approved by the Owner.

23.00 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS

- 23.01 Bidder shall thoroughly examine the site of the Work and shall include in its Bid the cost of removing all structures and obstructions in the way of the Work.

- 23.02 The Contractor shall remove any existing structures or part of structures, fence, building or other encumbrances or obstructions that interfere in any way with the Work. Compensations for the removal of any structure shall be made only if the item(s) to be removed was/were listed as pay item(s) on the Proposal.

- 23.03 If called for in the Special Conditions, all privately and publicly owned materials and structures removed shall be salvaged without damage and shall be piled neatly and in an acceptable manner upon the premises if it belongs to an abutting property owner, otherwise at accessible points along the improvements. Materials in structures which is the property of the Owner or property of any public body, private body or individual which is fit for use elsewhere, shall remain property of the original Owner. It shall be carefully removed without damage, in sections which may be readily transported; same shall be stored on or beyond the right of way. The Contractor will be held responsible for the care and preservation for a period of ten (10) days following the day the last or final portion of the materials stored at a particular location are placed thereon. When privately owned materials are stored beyond the right of way, the Contractor will be held responsible for such care and preservation for a period of ten (10) days responsibility period for care and preservation of the materials begins. The Contractor must furnish the Owner with evidence satisfactory

that the proper owner of the materials has been duly notified by the Contractor that the said owner must assume responsibility for its materials on the date following the Contractor's ten (10) day responsibility.

24.00 INSURANCE

- 24.01 Contractor shall secure and maintain at its expense such insurance that will protect it and the Parish from claims for injuries to persons or damages to property which may arise from or in connection with the performance of Services or Work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The cost of such insurance shall be included in Contractor's bid.
- 24.02 The Contractor shall not commence work until it has obtained all insurance as required for the Parish Project. If the Contractor fails to furnish the Parish with the insurance protection required and begins work without first furnishing Parish with a currently dated certificate of insurance, the Parish has the right to obtain the insurance protection required and deduct the cost of insurance from the first payment due the Contractor. Further deductions are permitted from future payments as are needed to protect the interests of the Parish including, but not limited to, renewals of all policies.
- 24.03 Payment of Premiums: The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. Tammany for payment of any premiums or for assessments under any form of policy.
- 24.04 Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- 24.05 Authorization of Insurance Company(ies) and Rating: All insurance companies must be authorized to do business in the State of Louisiana and shall have an A.M. Best rating of no less than A-, Category VII.
- 24.06 Policy coverages and limits must be evidenced by Certificates of Insurance issued by Contractor's carrier to the Parish and shall reflect:

Date of Issue: Certificate must have current date.

Named Insured: The legal name of Contractor under contract with the Parish and its principal place of business shall be shown as the named insured on all Certificates of Liability Insurance.

Name of Certificate Holder: St. Tammany Parish Government, Office of Risk Management, P. O. Box 628, Covington, LA 70434

Project Description: A brief project description, including Project Name, Project Number and/or Contract Number, and Location.

Endorsements and Certificate Reference: All policies must be endorsed to provide, and certificates of insurance must evidence the following:

Waiver of Subrogation: The Contractor's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. *Policy endorsements required for all coverages.*

Additional Insured: The Parish of St. Tammany shall be named as additional named insured with respect to general liability, marine liability, pollution/environmental liability, automobile liability and excess liability coverages. *Policy endorsements required.*

Hold Harmless: Contractor's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification in favor of St. Tammany Parish Government by referencing same on the face of the Certificate(s) of Insurance.

Cancellation Notice: Producer shall provide thirty (30) days prior written notice to the Parish of policy cancellation or substantive policy change.

24.07 The types of insurance coverage the Contractor is required to obtain and maintain throughout the duration of the Contract, include, but is not limited to:

1. Commercial General Liability insurance with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence/\$3,000,000 General Aggregate/Products-Completed Operations Per Project. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
 - a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal Injury;
 - e) Broad form property damage;
 - f) Explosion and collapse.
2. Marine Liability/Protection and Indemnity insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence/\$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability.
3. Contractors' Pollution Liability and Environmental Liability insurance in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate and include coverage for full contractual liability and for all such environmental and/or hazardous waste exposures affected by this project.

4. Business Automobile Liability insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
 - a) Any automobiles;
 - b) Owned automobiles;
 - c) Hired automobiles;
 - d) Non-owned automobiles;
 - e) Uninsured motorist.

5. Workers' Compensation/Employers Liability insurance: worker's compensation insurance coverage and limits as statutorily required; Employers' Liability Coverage shall be not less than \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate, except when projects include exposures covered under the United States Longshoremen and Harbor Workers Act, Maritime and/or Jones Act and/or Maritime Employers Liability (MEL) limits shall be not less than \$1,000,000/\$1,000,000/\$1,000,000. *Coverage for owners, officers and/or partners shall be included in the policy and a statement of such shall be made by the insuring producer on the face of the certificate.*

6. Owners Protective Liability (OPL) (formerly Owners and Contractors Protective Liability (OCP) Insurance) shall be furnished by the Contractor naming St. Tammany Parish Government as the Named Insured and shall provide coverage in the minimum amount of \$1,000,000 combined single limit (CSL) each occurrence, \$2,000,000 aggregate. Any project valued in excess of \$3,000,000 shall be set by the Office of Risk Management. The policy and all endorsements shall be addressed to St. Tammany Parish Government, Office of Risk Management, P. O. Box 628, Covington, LA 70434.

7. Builder's Risk Insurance shall be required on buildings, sewage treatment plants and drainage pumping stations, and shall be written on an "all-risk" or equivalent policy form in the amount of the full value of the initial Contract sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising 100% total value for the entire project including foundations. Deductibles should not exceed \$5,000 and Contractor shall be responsible for any and all policy deductibles. This insurance shall cover portions of the work stored off the site, and also portions of the work in transit. In addition, Installation Floater Insurance, on an "all-risk" form, will be carried on all pumps, motors, machinery and equipment on the site or installed. Both the Builder's Risk Insurance and the Installation Floater Insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors and shall terminate only when the Project has been accepted. St. Tammany Parish Government, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the Builder's Risk and Installation Floater Insurance.

8. Professional Liability (errors and omissions) insurance in the sum of at least One Million Dollars (\$1,000,000) per claim with Two Million Dollars (\$2,000,000) annual aggregate.

9. An umbrella policy or excess policy may be required and/or allowed to meet minimum coverage limits, subject to the review and approval by St. Tammany Parish Government, Office of Risk Management.
- 24.08 All policies of insurance shall meet the requirements of the Parish of St. Tammany prior to the commencing of any work. The Parish of St. Tammany has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the Parish of St. Tammany as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of St. Tammany, the Contractor shall promptly obtain a new policy, timely submit same to the Parish of St. Tammany for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance carrier selected by Contractor. In the event that Parish cannot agree or otherwise authorize said carrier, Contractor shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Contractor and thereafter deduct from Contractor's fee the cost of such insurance.
- 24.09 Upon failure of Contractor to furnish, deliver and/or maintain such insurance as above provided, the contract, at the election of the Parish of St. Tammany, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to maintain insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Contractor concerning indemnification.
- 24.10 Contractor shall maintain a current copy of all annual insurance policies and provide same to the Parish of St. Tammany as may be reasonably requested.
- 24.11 It shall be the responsibility of Contractor to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Contractor. Contractor shall further ensure the Parish is named as additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project, and that renewal certificates for any policies expiring prior to the Parish's final acceptance of the project shall be furnished to St. Tammany Parish Government, Department of Legal, Office of Risk Management, without prompting.

NOTICE:

These are only an indication of the coverages that are generally required. Additional coverages and/or limits may be required for projects identified as having additional risks or exposures. Please note that some requirements listed may not necessarily apply to your specific services. St. Tammany Parish Government reserves the right to remove, replace, make additions to and/or modify any and all of the insurance requirement language upon review of the final scope of services presented to Department of Legal, Office of Risk Management prior to execution of a contract for services.

For inquiries regarding insurance requirements, please contact:

St. Tammany Parish Government

Legal Department

Office of Risk Management

P. O. Box 628

Covington, LA 70434

Telephone: 985-898-2797

Fax: 985-898-3070

Email: riskman@stpgov.org

24.12 Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's Responsibility for payment of damages resulting from its operations under this Contract.

25.00 OWNER'S RIGHT TO OCCUPANCY

25.01 The Owner shall have the right to use, at any time, any and all portions of the Work that have reached such a stage of completion as to permit such occupancy, provided such occupancy does not hamper the Contractor or prevent its efficient completion of the Contract or be construed as constituting an acceptance of any part of the Work.

25.02 The Owner shall have the right to start the construction of houses, structures or any other building concurrent with the Contractor's Work.

26.00 SURVEY HORIZONTAL AND VERTICAL CONTROL

26.01 The Owner shall provide surveys for construction to establish reference points which in its judgment are necessary to enable Contractor to layout and proceed with its Work. Contractor shall be responsible for surveying and laying out the Work and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Owner. Contractor shall report to Owner whenever any reference point is lost or destroyed and the Owner shall decide if the reference point shall be replaced by its or the Contractor's forces.

26.02 The Contractor shall establish lines and grades with its own forces in sufficient number and location for the proper execution of the Work.

26.03 If the Contractor, during the construction, damages the established property corners and/or other markers and thereafter requests the Owner to re-stake same in order to complete the project, this expense will be borne solely by the Contractor.

27.00 TERMINATION OF THE CONTRACT, OWNER'S AND CONTRACTORS RIGHT TO STOP WORK.

27.01 If the Contractor should be adjudged bankrupt (voluntarily or involuntarily) or if it should make a general assignment for the benefit of its creditors, or if a receiver should be

appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail (except in cases for which extension of time is provided) to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certificate of the Owner that, in its unilateral discretion and judgment, believes sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor ten (10) calendar days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the Work by whatever method the Owner may deem expedient.

- 27.02 Failure of the Contractor to start the Work within the time limit specified herein or substantial evidence that the progress being made by the Contractor is sufficient to complete the Work within the specified time shall be grounds for termination of the Contract by the Owner.
- 27.03 Before the Contract is terminated, the Contractor and its surety will first be notified in writing by the Owner of the conditions which make termination of the Contract imminent. When after ten (10) calendar days' notice is given and if satisfactory effort has not been made by the Contractor or its surety to correct the conditions, the Owner may declare, in its exclusive discretion, that the Contract is terminated and so notify the Contractor and its surety accordingly.
- 27.04 Upon receipt of notice from the Owner that the Contract has been terminated, the Contractor shall immediately discontinue all operations. The Owner may then proceed with the Work in any lawful manner that it may elect until Work is finally completed.
- 27.05 The exclusive right is reserved to the Owner to take possession of any machinery, implements, tools or materials of any description that shall be found upon the Work, to account for said equipment and materials, and to use same to complete the Project. When the Work is finally completed, the total cost of same will be computed. If the total cost is less than the Contract Price, the difference will not be paid to the Contractor or its surety.
- 27.06 In case of termination, all expenses incident to ascertaining and collecting losses under the Bond, including legal services, shall be assessed against the Bond.
- 27.07 If the Work should be stopped under any order of any court or public authority for period of sixty (60) calendar days, through no act or fault of the Contractor or anyone employed by it, or if the Owner shall fail to pay the Contractor within a reasonable time any sum certified by the Owner, then the Contractor may, upon ten (10) calendar days written notice to the Owner, stop Work or terminate this Contract and recover from the Owner payment for all Work properly and professionally executed in a workmanlike manner. This loss specifically includes actual cost of materials and equipment, together with all wages inclusive of all federal, state, and local tax obligations. This loss specifically includes reimbursement of all insurances on a pro-rata basis from the date of termination to date of policy period. This loss excludes and specifically does not include recovery by the Contractor for lost profit, indirect & direct expenses, overhead, and the like.

28.00 PAYMENTS TO THE CONTRACTOR

- 28.01 Monthly certificates for partial payment, in a form approved by the Owner, shall be transmitted to the Owner upon receipt from the Contractor and acceptance by the Owner. In accordance with LSA-R.S. 38:2248(A), when the Contract Price is less than five hundred thousand dollars, these certificates shall be equal to ninety percent (90%) of both the Work performed and materials stored at the site; and when the Contract Price is five hundred thousand dollars or more, these certificates shall be equal to ninety-five percent (95%) of both the Work performed and materials stored at the site. Partial payment certificates shall include only Work, materials and equipment that are included in official Work Order and which meet the requirements of plans, Specifications and Contract Documents. These monthly estimates shall show the amount of the original estimate for each item, the amount due on each item, the gross total, the retained percentage, the amount previously paid and the net amount of payment due.
- 28.02 After final completion and acceptance by the Owner of the entire Work, and when the Contract Price is less than five hundred thousand dollars, the Owner shall issue to the Contractor Certificate of Payment in sum sufficient to increase total payments to ninety percent (90%) of the Contract Price. After final completion and acceptance by the Owner of the entire Work, and when the Contract Price is five hundred thousand dollars or more, the Owner shall issue to the Contractor Certificate of Payment in sum sufficient to increase total payments to ninety-five percent (95%) of the Contract Price.
- 28.03 When the Contract Price is less than five hundred thousand dollars, the final payment certificate of the remaining ten percent (10%) of the Contract Price, minus any deduction for deficient or Defective Work or other applicable deductions, will be issued by the Owner forty-five (45) days after filing acceptance in the Mortgage Office of the Parish and a Clear Liens and Privilege Certificate has been secured. When the Contract Price is five hundred thousand dollars or more, the final payment certificate of the remaining five percent (5%) of the Contract Price, minus any deduction for deficient or Defective Work or other applicable deductions, will be issued by the Owner forty-five (45) days after filing acceptance in the Mortgage Office of the Parish and a Clear Liens and Privilege Certificate has been secured. Before issuance of the final payment certificate, the Contractor shall deposit with the Owner a certificate from the Clerk of Court and Ex-Officio Recorder of Mortgages from the Parish in which the Work is performed to the effect that no liens have been registered against Contract Work.
- 28.04 When, in the opinion of the Contractor, the Work provided for and contemplated by the Contract Documents has been substantially completed, the Contractor shall notify the Owner in writing that the Work is substantially complete and request a final inspection. The Owner shall proceed to perform such final inspection accompanied by the Contractor. Any and all Work found by this inspection to be Defective or otherwise not in accordance with the plans and Specifications shall be corrected to the entire satisfaction of the Owner and at the sole expense of the Contractor. If the Contract is found to be incomplete in any of its details, the Contractor shall at once remedy such defects, and payments shall be withheld and formal acceptance delayed until such Work has been satisfactorily completed.

- 28.05 If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored and protected from damage and theft at the site, the Request for Payment shall also be accompanied by such data, satisfactory to the Owner, as will establish Owner's title to the material and equipment and protect its interest therein, including applicable insurance.
- 28.06 Each subsequent Request for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor's obligations reflected in prior Request for Payment.
- 28.07 Each subsequent request for payment shall include an affidavit by Contractor that Contractor, all subcontractors, agents, material suppliers and all other persons supplying material to the project upon which State of Louisiana and/or St. Tammany sales taxes are lawfully due have paid these taxes and that all supplies and materials purchased for this project and for which Contractor has been paid have had all lawfully due State and/or St. Tammany sales taxes paid.
- 28.08 The Bid Proposal, unless otherwise modified in writing, and the Contract constitute the complete Project. The Contract Prices constitute the total compensation payable to Contractor and the cost of all of the Work and materials, taxes, permits and incidentals must be included into the Bid submitted by the Contractor and included into those items listed on the Proposal.
- 28.09 Any additional supporting data required by the Owner in order to substantiate Contractor's request for payment shall be furnished by Contractor at no cost to the Owner.
- 28.10 Owner may withhold from payment to Contractor as may be necessary to protect itself from loss on account of:
- (1) Defective and/or inferior work;
 - (2) Damage to the property of Owner or others caused by Contractor;
 - (3) Failure by Contractor to make payments properly to sub-contractors or to pay for labor, materials or equipment used on this project;
 - (4) Failure by Contractor to pay taxes due on materials used on this project;
 - (5) Damage by Contractor to another Contractor;
 - (6) Insolvency;
 - (7) Bankruptcy, voluntary or involuntary;
 - (8) Revocation of corporate status;
 - (9) Failure to follow corporate formalities;
 - (10) Unprofessional activities;
 - (11) Unworkmanlike performance;
 - (12) Fraud and/or misrepresentation of any kind.

29.00 ACCEPTANCE AND FINAL PAYMENT(S)

- 29.01 Upon receipt of written notice from Contractor that the work is substantially complete and usable by Owner or the Public in suitable manner, the Owner and the Contractor shall jointly inspect the work.
- 29.02 If the Owner by inspection determines that the work is not substantially complete in a suitable manner for use by the Owner or the Public, then the Owner shall so notify the Contractor in writing stating such reason. All reasons need not be disclosed unless actually known. The Owner is afforded an opportunity to amend said notices as are reasonably possible.
- 29.03 If the Owner by its inspection determines that the work is substantially complete, it shall prepare a list of all items not satisfactorily completed and shall notify the Contractor and Owner in writing that the work is substantially complete and subject to satisfactory resolution of those items on the list (punch list). Punch lists may be amended from time to time by Owner in the event that additional deficiencies are discovered. In accordance with LSA-R.S. 38:2248(B), any punch list generated during a construction project shall include the cost estimates for the particular items of work the design professional has developed based on the mobilization, labor, material, and equipment costs of correcting each punch list item. The design professional shall retain his working papers used to determine the punch list items cost estimates should the matter be disputed later. The contract agency shall not withhold from payment more than the value of the punch list. Punch list items completed shall be paid upon the expiration of the forty-five (45) day lien period. The provisions of this Section shall not be subject to waiver.
- 29.04 Upon determination of substantial completeness with the punch list, the Contract Time is interrupted and the Contractor is given a reasonable time not to exceed thirty (30) consecutive calendar days to effect final completion by correcting or completing all of those items listed on the punch list. If the items on the punch list are not completed in a satisfactory manner within the thirty day period, then the Contract Time will begin to run again and will include for purposes of determining liquidated damages the thirty day period the grace period being withdrawn.
- 29.05 Upon receipt by Owner of written determination that all work embraced by the contract has been completed in a satisfactory manner, the Owner shall provide a written acceptance to Contractor who shall record Owner's written acceptance with the recorder of Mortgages, St. Tammany Parish. The Contractor shall properly prepare, submit and pay for all costs associated with said Acceptance. The Contractor is also responsible for preparation, re-submission and payment of any and all updated certificates.
- 29.06 Retainage monies, minus those funds deducted in accordance to the requirements of this agreement including but not limited to Paragraph 28.10, shall be due Contractor not earlier than forty-six (46) calendar days after recordation of certificate of Owner's acceptance provided the following:
- (1) Contractor shall prepare, secure, pay for and submit clear lien and privilege certificate, signed and sealed by Clerk of Court or Recorder of Mortgages, Parish of St. Tammany and dated at least forty-six (46) days after

recording of certificate of acceptance;

- (2) Ensure that the official representative of the Owner has accepted as per LSA-R.S. 38:2241.1, *et seq.* and that all following sub-sections have been properly satisfied as per law;
- (3) Ensure that all signatures are affixed and that there exists the requisite authority for all signatures;
- (4) Ensure accurate and proper legal descriptions;
- (5) Properly identify all parties and/or signatories;
- (6) Properly identify all mailing addresses;
- (7) Correctly set for the amount of the contract, together with all change orders;
- (8) Set out a brief description of the work performed;
- (9) Reference to any previously recorded contract, lien or judgment inscription that may affect the property;
- (10) Certification that substantial completion has occurred, together with any applicable date(s);
- (11) Certification that no party is in default and/or that the project has been abandoned.

29.07 After securing the clear lien and privilege certificate the Contractor shall prepare its final application for payment and submit to Owner. The Owner shall approve application for payment, or state its objections in writing and forward to Contractor for resolution.

30.00 NOTICE AND SERVICE THEREOF

30.01 Any Notice to Contractor from the Owner relative to any part of this Contract shall be in writing and shall be considered delivered and the service thereof completed when said notice is posted; by certified mail, return receipt requested to the said Contractor at its last given address, or delivered in person to said Contractor or its authorized representative on the Work.

31.00 INTENTION OF THESE GENERAL CONDITIONS

31.01 These General Conditions shall be applicable to all contracts entered into by and between the Owner and Contractors, except as may be altered or amended with the consent of the Owner, and/or provided for in the Special Conditions of each contract. Contractor shall be presumed to have full knowledge of these General Conditions which shall be applicable to all contracts containing these General Conditions, whether Contractor has obtained a copy thereof or not.

32.00 SEVERABILITY

32.01 If any one or more or part of any of the provisions contained herein and/or in the Specifications and Contract for the Work shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.

32.02 **CHANGING THESE CONDITIONS:** Owner reserves the right to change or modify these General Conditions as it deems best, or as required by law. The General Conditions may also be modified for a particular project by the use of Special Conditions prior to the issuance of the Advertisement for Bid. However, once an advertisement for bid is made for any specific project, any changes to the General Conditions as they affect that specific project must be made in writing and issued via an addendum in accordance with State Law.

33.00 LAW OF THE STATE OF LOUISIANA

33.01 The Contract Documents shall be governed by the Law of the State of Louisiana.

33.02 The Contractor agrees to pay reasonable attorney's fees and other reasonable attendant costs, in the event that it becomes necessary for the Owner to employ an attorney in order to enforce compliance with or any remedy relating to any covenants, obligations, or conditions imposed upon the Contractor by this Agreement. Attorney fees shall be based upon the prevailing hourly rate of attorney rates in the private sector. In no case shall the hourly rate be less than \$175.00 per hour. All attorney fees collected shall be paid the operating budget of the Office of the Parish President.

33.03 The jurisdiction and venue provisions shall apply to all contractors, sureties, and subcontractors. The 22nd Judicial District for the Parish of St. Tammany shall be the court of exclusive jurisdiction and venue for any dispute arising from these General Conditions and/or any contract executed in conjunction with these General Conditions. All parties specifically waive any rights they have or may have for removal of any disputes to Federal Court, or transfers to different State District Court.

33.04 Contractor warrants that it has and/or had received a copy of these General Conditions at all times material hereto; Contractor further agrees that it has read and fully and completely understands each and every condition herein.

33.05 The property description will be more fully set out by an attached exhibit.

33.06 The Contractor warrants that it has the requisite authority to sign and enter this agreement.

33.07 It is specifically understood and agreed that in the event Contractor seeks contribution from the Parish or pursues its legal remedies for any alleged breach of this agreement by the Parish, then the following list of damages **SHALL NOT BE RECOVERABLE BY CONTRACTOR**. This list includes, but is not limited to:

1. indirect costs and/or expenses;
2. direct costs and/or expenses;
3. time-related costs and/or expenses;
4. award of extra days;
5. costs of salaries or other compensation of Contractor's personnel at Contractor's principal office and branch offices;
6. expenses of Contractor's principal, branch and/or field offices;
7. any part of Contractor's capital expenses, including any interest on Contractor's capital employed for the work;
8. any other charges related to change orders;
9. overhead and general expenses of any kind or the cost of any item not specifically and expressly included in Cost of Work.

33.08 DEFAULT AND WAIVERS

It is understood that time is of the essence. It is specifically understood between the parties that Contractor waives any and all notice to be placed in default by the Owner. This subsection shall supersede and prime any other subsection herein above that is in conflict. The Owner specifically reserves its right and specifically does not waive the requirement to be placed in default by the Contractor as per law.

33.09 St. Tammany Parish Government contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Government. At any time St. Tammany Parish Government reserves the right to cancel the award of a contract if either or both of these factors is deficient.

33.10 It is the Parish's policy to provide a method to protest exclusion from a competition or from the award of a contract, or to challenge an alleged solicitation irregularity. It is always better to seek a resolution within the Parish system before resorting to outside agencies and/or litigation to resolve differences. All protests must be made in writing, and shall be concise and logically presented to facilitate review by the Parish. The written protest shall include:

1. The protester's name, address, and fax and telephone numbers and the solicitation, bid, or contract number;
2. A detailed statement of its legal and factual grounds, including a description of the resulting prejudice to the protester;
3. Copies of relevant documents;
4. All information establishing that the protester is an interested party and that the protest is timely; and
5. A request for a ruling by the agency; and a statement of the form of relief requested.

The protest shall be addressed to Mr. Anthony Smith, Director of Procurement, St. Tammany Parish Government, P.O. Box 628, Covington, LA 70434.

The protest review shall be conducted by the Parish Procurement Department.

Only protests from interested parties will be allowed. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals must be filed with and received by the Procurement Department BEFORE those deadlines.

Any other protest shall be filed no later than ten (10) calendar days after the basis of the protest is known, or should have been known (whichever is earlier).

The Parish will use its best efforts to resolve the protest within thirty (30) days of the date that it is received by the Parish. The written response will be sent to the protestor via mail and, fax, if a fax number has been provided by the protestor. The protestor can request additional methods of notification.

Last day to submit questions and/or verification on comparable products will be no later than 2:00 pm CST, seven (7) working days prior to the opening date of the bid/proposal due date. Further any questions or inquires must be submitted via fax to 985-898-5227, or via email to Purchasing@stpgov.org. Any questions or inquires received after the required deadline to submit questions or inquires will not be answered.

COMPLIANCE REQUIREMENTS

The Bidder hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements included in the Office of Management and Budget Circulars Nos. A-87, A-102, and A-133 as they relate to the use of federal funds for this federally assisted Project. This includes, but is not limited to, the Davis Bacon Act. In addition, St. Tammany Parish Government, as the Project Sponsor, has given assurance and certified to adhere to the following with respect to the grant. The Bidder will also be subject to the compliance requirements below, as applicable:

1. The Sponsor possesses legal authority to enter into this Agreement; that a resolution or similar action has been duly adopted or passed as an official act of the Sponsor's governing body, authorizing this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized representative of the Sponsor to act in connection with the Sponsor and to provide such additional information as may be required.
2. The Sponsor will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Agreement are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in this Agreement is under consideration for listing by the EPA.
3. The Sponsor will give the DWF and FP&C, or its authorized representative, the right to examine any property or facilities acquired and developed through this Agreement, as well as all records, books, papers, or documents related to this Agreement. It shall notify the DWF's Boating Access Program Manager when the Project has reached substantial completion so that an inspection may occur in a time frame allowing for the timely submission and processing of the final invoice. The DWF's Boating Access Manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for payment, and forward appropriate documentation and Request for Disbursement to FP&C.
4. The Sponsor will have sufficient funds available to meet the Sponsor's share of the cost for construction Projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the Project for the purposes constructed.

5. The Sponsor agrees that all engineering shall be completed by a professional engineer or architect licensed in the State of Louisiana. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state, and federal laws.

6. In addition to the requirements of the Guidelines and MOU, the Sponsor will obtain approval from DWF of the final working drawings and specifications before the Project is advertised or placed on the market for bidding and that it will construct the Project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to DWF for prior approval of changes that alter the costs of the Project, use of space, or functional layout; that it will not enter into a construction agreement(s) for the Project or undertake other activities until the conditions of the construction grant program(s) and this Agreement have been met.

7. The Sponsor will provide and maintain competent and adequate architectural and/or engineering supervision and inspection at the construction site to insure that all aspects of the Project conform with the approved plans and specifications; that it will furnish to DWF monthly progress reports outlining the progress of the Project, identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be due by the 15th of the month to the DWF's Boating Access Manager until the *Certification of Completion* is completed.

8. The Sponsor will operate and maintain the completed Project in accordance with the minimum standards as may be required or prescribed by the applicable federal, State, and local agencies for the maintenance and operation of such Project.

9. The Sponsor will cause work on the project to be commenced within 6 months after receipt of notification from the DWF that funds have been approved, and that the Project will be completed within three (3) months of the ending date as per the USFWS Grant Agreement.

10. The Sponsor agrees that prior to final Project acceptance and payment by the State, the Sponsor shall correct any project deficiencies, as noted by the DWF Boating Access Program Manager in the final Project inspection.

11. The Sponsor agrees that the facility herein described being acquired and/or developed with Sport Fish Restoration Fund assistance, or is integral to such acquisition or development, and that, without the approval of the DWF, it shall not be converted to other than public recreational boating purposes but shall be maintained in public recreational boating use for the useful life of the Project. The Sponsor agrees that a permanent record shall be kept in the Sponsor's public property records and available for public inspection, to the effect that the Project described in

the scope of the Project agreement has been acquired or developed with Sport Fish Restoration Fund assistance and that it cannot be converted to other than public recreational boating use without the written approval of DWF.

12. The Sponsor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1994, amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1975. The Sponsor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. It will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and in accordance with Title VI of that act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement and it will immediately take any measures necessary to effectuate this agreement.

13. The Sponsor will comply with the minimum wage and maximum hours provision of the Federal Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

14. The Sponsor will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family business, or other ties.

15. The Sponsor shall inform all bidders on subcontracts for construction that federal funds are being used to assist in construction.

16. The Sponsor will comply with the provisions of: Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.

17. The Sponsor will require the Project to be designed to comply with the Architectural and Transportation Barriers Compliance Board's accessibility guidelines for individuals with disabilities as amended and referred to as the American with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Recreation Facilities (36 CFR Part 1191), published in the Federal Register on September 3, 2002. The Sponsor will be responsible for conducting inspections to insure compliance with these specifications by subcontractors.

18. The Sponsor will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

19. The Sponsor will comply with the flood insurance purchase requirements which requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

20. The Sponsor will assist State and federal agencies in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.), by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR part 800.8) by the activity and notifying USFWS of the existence of any such properties, and by (b) complying with all requirements established by USFWS to avoid or mitigate adverse effects upon such properties.

21. The Sponsor agrees that no program/Project income will be generated until both the Sponsor and DWF agree and sign a Memorandum of Understanding that describes the terms for collections and expenditures. Any program/Project income can only be used for maintenance and operation of the federally financed Project and the Sponsor agrees to provide DWF with an annual financial report that reflects collections and expenditures associated with the program/Project.

"General Decision Number: LA20200044 01/24/2020

Superseded General Decision Number: LA20190044

State: Louisiana

Construction Type: Building

County: St Tammany County in Louisiana.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020

ASBE0053-001 09/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.69	9.28

ELEC0130-013 12/02/2019

	Rates	Fringes
ELECTRICIAN (Communication Technician and Low Voltage Wiring Only).....	\$ 31.65	11.98

ELEC1077-009 10/28/2019

	Rates	Fringes
ELECTRICIAN (Excluding Communication Technician and		

Low Voltage Wiring).....\$ 25.04 3%+9.07

* ELEV0016-001 01/01/2020

Rates Fringes
ELEVATOR MECHANIC.....\$ 41.90 34.765+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for under 5 years of service as vacation pay credit.

ENGI0406-002 07/01/2014

Rates Fringes
POWER EQUIPMENT OPERATOR (Crane).....\$ 23.46 8.35

CRANE PREMIUMS:
50-150 Tons \$1.75
Over 150 Tons \$2.25

IRON0058-007 06/01/2017

Rates Fringes
IRONWORKER (REINFORCING AND STRUCTURAL).....\$ 20.95 9.14

PAIN1244-006 09/01/2019

Rates Fringes
GLAZIER.....\$ 21.45 10.14

PAIN1244-012 11/01/2019

Rates Fringes
PAINTER (SPRAY, Excluding Drywall Finishing/Taping).....\$ 18.83 8.68

PLAS0567-001 08/01/2018

Rates Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 26.74 7.62

PLUM0060-009 12/02/2019

Rates Fringes
PIPEFITTER (Including HVAC Pipe and Unit Installation; Excluding Installation of HVAC Temperature Controls).....\$ 29.55 12.89
PLUMBER (Installation of HVAC Temperature Controls;

Excluding HVAC Pipe and Unit Installation).....	\$ 29.55	12.89
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SHEE0214-009 09/01/2013

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 26.71	11.93

SULA2012-029 09/22/2014

	Rates	Fringes
BRICKLAYER.....	\$ 18.88	0.00
CARPENTER (Form Work Only).....	\$ 15.00	0.00
CARPENTER, Excludes Drywall Hanging and Metal Stud Installation, and Form Work.....	\$ 19.36	2.13
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 18.35	4.33
LABORER: Common or General.....	\$ 13.41	0.00
LABORER: Mason Tender - Brick...\$	12.39	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.03	0.00
PAINTER (BRUSH AND ROLLER), Excludes Drywall Finishing/Taping.....	\$ 18.95	8.91
PAINTER: Drywall Finishing/Taping.....	\$ 18.63	3.43
ROOFER.....	\$ 16.77	5.66
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 20.66	0.00
SPRINKLER FITTER (Fire Sprinklers).....	\$ 20.98	5.46
TILE SETTER.....	\$ 20.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.00	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

SECTION 01011: INSURANCE

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract, (General, Special and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Provisions: A/E shall be named as an additional insured on all policies except as applied to Worker's Compensation Coverage. Contractor shall provide A/E with a Certificate of Insurance. A/E shall be listed as Certificate Holder.
- 1.3 Submittals: A sample Certificate of Insurance is attached.

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A

COMPANY
B

COMPANY
C

COMPANY
D

INSURED

Sample

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS' & CONT PROT				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

All required insurance includes Owner and Meyer Engineers, Ltd. as an additional insured except as applied to Worker's Compensation coverage.

CERTIFICATE HOLDER

Meyer Engineers, Ltd.
 P.O. Box 763
 Metairie, LA 70004

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SECTION 01030: ALTERNATES

PART 1: GENERAL

1.1 Related Documents: The general provisions of the Contract, including the conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.

1.2 General

- A. This Section describes the changes to be made under each alternate.
- B. Basis of Bid: Bidder must include all alternates shown on bid form; failure to comply may be cause for rejection. No segregated bids or assignments will be considered.
- C. The Specifications sections contain the pertinent requirements for material and methods to achieve the work described herein.
- D. Coordinate pertinent related Work and modify surrounding work as required to complete the project under each alternate designated in the Owner - Contractor Agreement.
- E. The stated sum of Alternates shall not change for a period of 45 days after Notice to Proceed and may be reinstated by Change Order for the Bid sum during this period.

1.3 Description of Alternates:

ADDITIVE ALTERNATE 1: SHADE STRUCTURES AND BENCHES

A. If this Alternate is accepted, add all work associated with the shade structures as indicated on Drawings.

ADDITIVE ALTERNATE 2: CCTV SECURITY

A. If this Alternate is accepted, add all work associated with CCTV security as indicated on the Drawings including cameras, poles, associated wiring, associated conduit, etc. for a complete system.

* * *

SECTION 02051: SITE DEMOLITION

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: Furnish all labor, materials, equipment, and incidentals required for demolition and disposal of existing obstructions to the installation of new pipelines and to other work. Obstructions may include but are not limited to existing structures, foundations, slabs, mechanical, electrical, and miscellaneous appurtenances encountered during construction operations.
- 1.3 General: These specifications call attention to certain activities necessary to maintain and facilitate operation during and immediately following construction and do not purport to cover all of the activities necessary.
- 1.4 Rules and Regulations:
- A. The Building Code of the appropriate governing body shall control the demolition or alteration of the existing buildings, or appurtenances.
 - B. No building, structure, or appurtenance, or any part thereof, shall be demolished until an application has been filed by the Contractor with the Building Inspector, and a permit issued. The fee for this permit shall be the Contractor's responsibility.
- 1.5 Traffic and Access:
- A. Conduct demolition and removal operations to ensure minimum interference with roads, streets, walks, both on site and off site, and to ensure minimum interference with occupied or used facilities.
 - B. Do not close or obstruct streets, walks, or other coupled or used facilities without permission from the A/E. Provide alternate routes around closed or obstructed traffic access ways.
- 1.6 Protection: Conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, roadways, and other facilities, including persons. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structures to be demolished and adjacent facilities to remain.
- 1.7 Damage: Promptly repair damage caused to adjacent facilities by demolition operations as directed by the A/E at no cost to the Owner.
- 1.8 Utilities:
- A. Maintain existing utilities as directed by the A/E to remain in service

and protect against damage during demolition operations.

- B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the A/E. Provide temporary services during interruptions to existing utilities as acceptable to the A/E.
- C. The Contractor shall cooperate with the Owner to shut off utilities serving structures of the existing facilities as required by demolition operations.
- D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance, re-routing, and/or interruption of all public and private utilities or services under the jurisdiction of the utility companies.
- E. All utilities being abandoned shall be disconnected and terminated at the service mains in conformance with the requirement of the utility companies or the governing body owning or controlling them.

1.9 Extermination: If required, before starting demolition, employ a certified rodent and vermin exterminator and treat the facilities in accordance with governing health laws and regulations.

1.10 Pollution Control:

- A. For pollution control, use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the condition of work. Comply with the governing regulations.
- B. Clean adjacent structures and improvements of all dust, dirt, and debris caused by demolition operations as directed by the A/E. Return areas to conditions existing prior to the start of work.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION

3.1 Items to be Demolished: Remove and dispose of all items shown on the Drawings or where necessary for the construction of new work.

3.2 Backfill: Cavities or trenches left by demolition, removal, and disposal work shall be backfilled to the level of the surrounding ground and compacted to a minimum of 95% density or as approved by A/E.

3.3 Disposal of Material:

- A. Demolished material shall become the Contractors property and must be removed from the site.
- B. The storage or sale of removed items on the site will not be allowed.

- C. Any equipment and material specified to remain the property of the Owner shall be removed and delivered to a location as designated by the Owner. Equipment and material not retained by the Owner shall become the property of the Contractor and shall be removed from the site by him.

3.4 Salvage Schedule: None.

* * *

SECTION 02220: EXCAVATING, BACKFILLING, AND COMPACTING FOR STRUCTURES AND MINOR UTILITIES AND PAVING

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete earthwork for construction of foundations for structures, paving, utilities and appurtenances, including excavation, backfilling, filling, compacting, disposal of surplus material and restoration of ground surfaces, as shown on the drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.
- 1.3 Provisions:
- A. Existing conditions are generally shown on the Drawings. Contractor shall visit the site, familiarize himself with actual conditions and verify existing conditions in the field. The Contractor is required to accept actual conditions at the site and do the Work specified without additional compensation for possible variation from grades and conditions shown, whether surface or sub-surface.
 - B. Execute all Work in an orderly and careful manner with due consideration for any and all surroundings areas and planting which are to remain. Periodically water as required to allay dust and dirt. Protect any adjacent property and improvements from damage and replace any portions damaged through this operation.
 - C. Finish grade all areas affected by Work of this project. Accomplish proper and positive surface drainage with no areas that pond water. Provide a sloping earth berm around all construction of this project and swales as required for positive drainage.
- 1.4 Protection:
- A. Maintain carefully all benchmarks, monuments, and other reference points. If disturbed or destroyed, replace as directed. If found at variance with the Drawings, notify the A/E before proceeding to lie out Work.
 - B. Protect as may be necessary any existing vegetation, trees, or the like immediately adjacent to the limits of Work which are not stated or directed to be removed. Any such damaged plant shall be replaced at no cost to Owner with like species and size.

- C. In the event any excavation must be made immediately adjacent to the existing portion of buildings, covered walks or other Work, which is to remain, thoroughly crib and shore. Any settling or damage to that portion of the existing Work which is to remain, as a direct result of excavation Work, will be the responsibility of Contractor who shall repair the damage at no cost to Owner.
- D. Restore all existing curbs and paving damaged in performance of this Work without extra cost to Owner in the manner prescribed by authorities having jurisdiction.
- E. Protect all existing fencing and other work to remain, from damage. If damaged, restore or replace at no additional cost to Owner.
- F. Where trees are to be left in place in areas to be graded, adequately protect from damage. Natural surface of ground shall be left undisturbed for a distance of eight feet from tree on all sides except as approved or directed by A/E.

1.5

Existing Utilities:

- A. Follow rules and regulations of the authority having jurisdiction in executing all Work under this article. Adequately protect active utilities shown on the drawings from damage and remove or relocate only as indicated or specified. Where active utilities are encountered, but are not shown on the drawings, advise the A/E.
- B. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.
- C. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities operational. Repair damaged utilities to satisfaction of utility owner.
- D. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when permitted in writing by A/E and then only after acceptable temporary utility services have been provided.
- E. Provide minimum of 48-hour notice to A/E, and receive written notice to proceed before interrupting any utility. Contractor shall be responsible for notifying applicable agency.
- F. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.
- G. Remove, plug or cap inactive and abandoned utilities encountered in excavating and grading operations as directed.

1.6

Compaction Standards:

- A. Densities for Materials:
 - 1. Granular Material, Topsoil and Excavation Materials Densities: Required densities of compaction are expressed hereinafter in terms of percentages. Such terms shall mean percentages of

maximum density at optimum moisture content, as determined and controlled in accordance with the American Society For Testing and Materials, "Standard Test Methods for Moisture - Density Relationships of Soils and Soil - Aggregate Mixtures" using 5.5 lb. (2.49kg) Hammer and 12 inch (305mm) Drop. Use relative density test for the bedding material.

2. Bedding Material Densities: Standard Test Methods for Moisture Density Relationships of Soils and Soil-Aggregate Mixtures.
 3. Base Course Densities: Standard Test Methods for Laboratory Compaction Characteristics of Soil using Standard Effort (12,400 ft-lb/ft³)
- B. Field density determinations shall be made at locations as directed by the A/E.
- C. If tests indicate insufficient density, compact as required and have additional testing performed until required densities are met. The Contractor shall pay for all such additional testing.

1.7 Quality Assurance:

- A. Testing Agency: In place soil compaction tests to be performed by the designated testing laboratory.
- B. Reference Standards:
1. American Society for Testing and Materials (ASTM):
 - a. ASTM D698-07, Moisture-Density Relations of Soils Using 5.5-lb. (2.49-kg) Rammer and 12-in 305-mm) Drop.
 - b. ASTM D 2487, Classification of Soils for Engineering Purpose.
- C. Contractor is responsible for the payment of all retests.

1.8 Job Conditions:

- A. Time of construction should be kept to a minimum.
- B. Sheeting, shoring, and dewatering during construction should be properly designed to keep a stable excavation at all times and to prevent disturbance of the in place soils.
- C. As specified in these Specifications, the Contractor shall provide, operate, and maintain all necessary pumps, discharge lines, well points, etc., in sufficient number and capacity to keep all excavation, bases, pits, etc. in conformance with the indicated foundation construction condition at each structure at all times throughout the period of construction.
- D. As specified in these Specifications, the Contractor shall assume all responsibility for security of the excavation required, employing bracing, lining, or other accepted means necessary to accomplish same.

- E. Excavated areas shall be cleared of all debris, water, slush, muck, and soft or loose earth and shall be conditioned to the entire satisfaction of the A/E.
- F. All excavated material unsuitable for use, or which will not be used, shall be disposed of as specified.
- G. All excavations encountering stumps, roots, logs, etc. shall be removed of such items by the Contractor and refilled with proper material, as specified.

PART 2: PRODUCTS

- 2.1 Granular Material: Fill shall be AASHTO A-2-4 or better or clean sand well graded from fine to coarse, free of debris, organic or other deleterious matter and approved by A/E.
- 2.2 Topsoil: For final grading of areas adjacent to structure, use existing. Provide topsoil from off-site borrows when on-site topsoil:
 - A. Is not sufficient to complete the work.
 - B. Does not meet the requirements set forth below, or
 - C. Is deemed unsuitable by A/E.

Topsoil shall be free from slag, cinders, stones, lumps of soil, sticks, trash or other material over 1-1/2 inches diameter. Topsoil shall be free from viable plants and plant parts. Topsoil shall also be free from debris, noxious weeds, toxic substances, or other materials harmful to plant growth. Topsoil shall have a minimum PI of 4, a maximum PI of 12, a pH of 5.5-8.0, a minimum organic content of 2%, and shall be capable of supporting adequate vegetation. Pump sand may not be used for topsoil under any circumstances.

- 2.3 Bedding Material: Material shall be limestone and from a source approved by the Owner. Graded aggregate for 16 inch or less pipes shall be No. 67. Graded aggregate for 18 inch or greater pipes shall be No. 57.

The limestone shall meet the following gradations when tested in accordance with DOTD TR 113:

<u>U.S. Sieve</u>	<u>#57 Percent</u>	<u>#67 Percent</u>
1 1/2"	100	---
1"	95 - 100	100
3/4"	---	90 - 100
1/2"	25 - 60	---
3/8"	C	20 - 55
#4	0 - 10	0 - 10
#8	0 - 5	0 - 5

The limestone shall have an absorption rate of not more than 1.5 percent and an abrasion loss of not more than 30 percent when tested in accordance with test method AASHTO T96.

- 2.4 Select Backfill Material (for Utility Trenching):
- A. Composition: Only approved material shall be used for backfill, free from organic matter. Excavated earth free from debris or organic material may be used for backfilling, as specified.
 - B. Excavated clay soils free of debris, organic material, or large lumps of clay shall be used only when indicated by geotechnical recommendations, when available.

- 2.5 Base Course: Unless otherwise noted, material shall be crushed stone in accordance with LA DOTD Standard Specification, Section 1003-03(b), 2006 Edition.

PART 3: EXECUTION

- 3.1 Preparation:
- A. Lay out and maintain grade stakes as required. Reference layout work to base lines, property lines, easements, and/or rights-of-way as indicated.
 - B. Where new grades tie into existing grades, verify existing grades. If existing conditions are at variance with the Drawings, notify A/E before proceeding with the Work and make adjustments only as directed by the A/E.
 - C. The Contractor shall verify that preceding work affecting work of this section has been satisfactorily completed.
 - D. Correct conditions adversely affecting work of this section.

- 3.2 Stripping and Stockpiling of Topsoil: Carry out this Work when dry weather exists and the topsoil is reasonably loose and dry. Remove topsoil a minimum of four (4) inches to remove all vegetation, roots, foreign matter, from areas to receive fill. Pile topsoil in designated or approved locations where it will not interfere with construction operations. Stockpiles shall be of such size and shape as will keep loss of topsoil by erosion and wind to a minimum.

- 3.3 Disposal of Materials:
- A. Excavated material shall be stacked without excessive surcharge on the excavation or obstructing free access to street, drives, walks, utility appurtenances, and private property. Excessive inconvenience to traffic and adjacent property owners shall not be allowed. Excavated material shall be segregated for use in topsoil as specified below.

- B. All excavated material which is either unsuitable for topsoil or which will not be used for topsoil in the same location shall be removed from the site by the Contractor.
- C. Should conditions make it impractical or unsafe to stack material adjacent to the excavation, the material shall be hauled and stored at a location provided by the Contractor. When required, it shall be rehandled and used in backfilling the excavation.

3.4

Excavation:

- A. Excavation shall extend to the width and depth shown on the drawings or as specified. Where not specified, Contractor shall confine his excavation to the least width practicable and shall provide suitable room for installing structures and appurtenances.
- B. The Contractor shall furnish and place all sheeting, bracing, and supports and shall remove from the excavation all materials which are unsuitable for backfill or which the A/E may deem unsuitable for backfilling. The bottom of the excavation shall be firm, dry, and in all respects, acceptable. The Contractor shall deposit bedding, or refill for excavation below grade, directly on the bottom of the excavation, immediately after excavation has reached the proper depth, and before the bottom has become softened or disturbed by any cause whatever. It shall also include the wasting or disposal of surplus excavated material in a manner and in locations approved by the A/E. If the bottom of the excavation is carried below the level called for by the Drawings, or made mucky or unstable due to the Contractor's operations or carelessness, the excavation shall be deepened to undisturbed soil. Also, the thickness of bedding material or depth of fill material, as determined by the A/E, shall be increased accordingly, without additional compensation to the Contractor.
- C. Shore, sheet-pile, and brace excavations as required to maintain them secure and to safeguard life. Remove shoring as the backfilling progresses, but only when banks are safe against caving or collapse and backfill meets required densities.
- D. Control the grading so that ground is etched to prevent water from running into the excavated areas or damaging the structures. Maintain all pits and trenches free of water at all times.
- E. Pumping: The Contractor shall keep all excavations free from water, at his own expense, while work is in progress. He shall provide for the disposal of the water removed from excavations in such a manner as not to cause injury to the public health, to public or private property, or to any portion of the work completed or in progress, or shall he cause any impediment to the use of the streets by the public.
- F. All material excavated shall be placed so as to minimize interference with public travel and to permit proper access for inspection of the work.

- G. All excavation shall be made within an area bounded by lines 5 feet outside of, and parallel to, exterior walls of the structure to allow for correct forming, shoring, and inspection of foundation work. Pouring of concrete against earth sidewalls will not be permitted.
- H. Where soil conditions permit, footing trenches may be excavated to the exact dimensions of the concrete footing and side form omitted.
- I. When bedding material is to rest on an excavated surface, care shall be taken not to disturb the bottom of the excavation. Final removal and replacement of the foundation material and sub base compaction to grade shall not be made until just before the structure is placed.
- J. When any excavation is completed, the contractor shall notify the A/E who will make an inspection of the excavation. No concrete or masonry shall be placed until the excavation has been approved by the A/E.
- K. The elevation of the bottoms of footings and base slabs, as shown on the drawings, shall be considered as approximate only and the A/E may order, in writing, such changes in dimensions or elevation of footings as may be necessary to secure a satisfactory foundation.
- L. Stumps, roots, and logs, which are encountered within the trench area, shall be cut to a depth of one (1) foot below the bottom of the excavation. The Contractor shall fill this excavated space with bedding material.
- M. When so required by the A/E, the contractor shall probe one (1) foot below the established bottom on the excavation. If this probing discovers any stump, roots, logs, etc., the Contractor shall cut them out just as if they had been visible in the excavation.
- N. Blasting will not be allowed for the removal of stumps.

3.5

Fill Under Slabs and Paving:

- A. Where fill is required to raise the subgrade for concrete placement to the elevations indicated, place and compact as specified.
- B. Before depositing fill, remove all loam, vegetation and other unsuitable material from areas to receive fill. In no case shall fill be placed on a subgrade that is muddy, frozen, or that contains frost. Compact subgrade by rolling with spreading equipment uniformly over entire area.
- C. Deposit fill material in horizontal layers not exceeding nine (9) inches in depth before compacting. Spread fill evenly and compact each layer by uniformly rolling, pneumatic tamping or other approved equipment over the entire area. If necessary, moisten fill or allow to dry to the correct moisture content before compaction.
- D. Bring the finished compacted areas to a reasonably true and even plane at the required elevations.
- E. Compact all fill to 95 percent density unless otherwise specified.

3.6

Utility Trench Backfilling:

- A. As soon as practicable after the utilities have been laid, jointed, and tested (if required), backfilling shall begin and completed expeditiously. Bedding shall conform to the details on the Drawings. When laying pipe, the groove for the pipe and bell hole must be accurately shaped, and the backfill must be closely packed adjacent to the pipe.
- B. Bedding material shall be placed and compacted as shown on the Drawings. All foundation lumber (i.e., planking, sills, and stringers in the trench bottom) shall be suitable for the purpose. Installation of foundation lumber and piling shall be in accordance with the Drawings.
- C. Bedding compaction shall consist of the placement in lifts not exceeding 12 inches and compacted by a drum roller or plate vibrating compactor. This mechanical compactor must make a minimum of two passes over every area of the bedding. Compacted bedding shall be enclosed in a filter fabric in areas that require a granular material backfill.
- D. Backfill around manholes, catch basins, area drains, and other structures shall be compacted by flooding. All backfill shall be compacted, especially under and over pipes connected to the manholes.
- E. All paved surfaces adjacent to backfilling operations shall be broomed and hose-cleaned immediately after backfilling. Dust control measures shall be employed at all times.
- F. Compact all bedding material to 75 percent relative density and granular material backfill to 95 percent density. Compact all select backfill material to 90 percent of maximum density.

3.7

Restoring Trench Surface:

- A. Where the trench occurs adjacent to paved streets, in shoulders or sidewalks, the Contractor shall thoroughly consolidate the backfill and shall maintain the surface as the work progresses. If settlement takes place, he shall immediately deposit additional fill to restore the level of the ground.
- B. The surface of any driveway, paving or other area which is disturbed by the trench excavation shall be restored by the Contractor to a condition at least equal to that existing before work began
- C. In sections where the pipeline passes through grassed areas, the Contractor shall regrade and reseed all disturbed areas to a condition at least equal to that existing before work began.

3.8

Site Grading:

- A. Do all cutting, filling, compaction of fills, and rough grading to bring the entire project area outside of construction to grades indicated on Drawings and as required to provide proper and positive drainage away from construction.

- B. Where fill is required to rise the existing grades outside of construction to the new elevation required or indicated, place and compact such fill as specified.
- C. Remove all debris subject to termite attack, rot, or corrosion, and all other deleterious materials from areas to be filled. The moisture content of the loosened material shall be such that it will readily bond with the first layer of fill material.
- D. Place the material in successive horizontal layers in loose depth for the full width of the cross section. Deposit fill in layers not more than nine (9) inches thick under lawn and planted areas. If necessary, moisten soil, or allow to dry to the correct moisture content, before compaction. Do not deposit any fill on a subgrade that is muddy, frozen, or that contains frost.
- E. Compact fills under lawns and planting areas to 95 percent density unless otherwise specified.

3.9 Distribution of Topsoil: Spread stockpiled topsoil that is acceptable to A/E to a depth of four (4) inches over open graded areas to be planted with grass. After topsoil is spread, remove all hard lumps of clay, stones over one (1) inch in diameter, roots, limbs, and other deleterious matter which would be harmful, or prevent proper establishment or maintenance of lawn and planting areas.

3.10 Field Quality Control:

- A. Rough grading of all areas within the project, including excavated and filled sections and adjacent transition areas, shall be reasonably smooth, compacted, and free from irregular surface changes.
- B. Finish all swales and gutters to drain readily.

3.11 Repair: Where any existing lawn areas are damaged, rutted, or otherwise disturbed, repair to original condition.

3.12 Disposal: Burning of materials on the site will not be permitted. Remove rubbish and debris from the site as it accumulates.

3.13 Barricades and Flares: The Contractor shall provide temporary fencing, barricades, flares, signs, etc., as necessary, to protect vehicles and pedestrians at locations where there exists an open excavation, trench, or any other obstacle. Barricades shall bear the Contractor's name and any other information required by the A/E or public authorities. Where on public roadways all barricade signs and flares shall be of a type and located in a manner that conforms to recommendations of the Louisiana Manual on Uniform Traffic Control Devices, latest edition as revised, or as specified herein, subject to the approval of the A/E.

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SECTION 02622(A): POLYVINYL CHLORIDE PIPE (PVC) (A)

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: Furnish all necessary materials and equipment for PVC pipe and fitting for water mains, gravity sewerage systems, and storm drainage, as shown on the drawings and specified herein.

PART 2: PRODUCTS

- 2.1 Materials:
- A. Waste water and Storm water Gravity Lines
1. Pipe: All PVC pipe shall be specifically designed to carry domestic sewage by gravity flow and shall meet the requirements of ASTM D-3034 (latest revision) with a maximum SDR of 26 and a minimum F/ Y stiffness of 115 psi as tested in conformance with ASTM D-2412 (latest revision) for sizes up to and including 15". Pipes 18" and larger shall meet requirements of ASTM F-679-80.
 2. Joints: All joints shall consist of an integral bell with a factory installed "locked in" gasket. The spigot end of each joint shall be factory beveled.
 3. Fittings: All fittings shall be standard manufacturer fittings approved by the pipe manufacturer for use on his pipe. All fittings shall meet the requirements of the pipe. All fittings shall be of the same or greater strength as the pipe.
 4. Caps and Permanent Plugs: Caps and permanent plugs for sewerage service line shall be as manufactured by Vassalko or approved equal; and shall meet the requirements set forth in ASTM D-3034.
- B. Water Lines:
1. 4" thru 12": PVC pipe 4" and greater shall be AWWA C-900 DR18 integral bell with locked gaskets and ductile iron O.D.
 2. Smaller than 4":
 - a. PVC pipe shall be Schedule 40, conforming to the requirements ASTM D1784, Type I, Grade I and ASTM D1785.
 - b. PVC fittings shall be Schedule 40 socket type, conforming to the requirements of ASTM D1784, Type I, Grade 1 and ASTM D2466.

- C. Restrained Joints:
 - 1. Polyvinyl chloride (PVC) pipe (4" to 10") shall be restrained using the Series 5500 mechanical joint thrust restraint as manufactured by EBAA Iron, Inc., or approved equal.
- D. Transition Couplings: Long body transition couplings, 12" minimum length, shall be used to connect new pipe to old pipe.

PART 3: EXECUTION

Reference appropriate sections elsewhere herein.

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SECTION 02650: PRESSURE PIPING TESTING

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of work: This section covers field hydrostatic and leakage testing of all force mains, waterlines, and pump station piping.
- 1.3 Governing Standard: Except as modified or otherwise provided herein, the pressure and leakage testing of all force mains, waterlines, and pump station piping shall conform to the requirements of AWWA C600, Section 4.
- 1.4 General Requirements:
- A. Force Mains: The entire pipeline utilized for force mains shall be subjected to a hydrostatic pressure test and a leakage test along with all pump station piping. The line may be tested in sections but testing of the completed pipeline system will be required. The line shall be tested at 75 pounds per square inch for a period of at least four (4) hours. Tests shall not be made until at least 36 hours after the last joint to be tested has been made.
 - B. Waterlines: The waterlines shall be tested at 100 psi. Testing of waterlines shall be done as specified herein unless required otherwise by the Local Department or Agency having jurisdiction.
- 1.5 Testing Plan: A testing plan shall be submitted to the A/E in accordance with Division 1. The plan shall include a complete description of the methods to be used for the pressure and leakage tests and the equipment to be used to measure leakage. Furthermore, the Contractor will supply a copy of the pressure records and charts to the A/E after the tests have been made.

PART 2: PRODUCTS

- 2.1 Testing Equipment and Materials:
- A. The Contractor shall provide all necessary equipment for the pressure test. The Contractor is responsible for providing all pumping equipment, water, meters, pressure recorders, charts, stopwatches, all necessary piping connections, gauges, and all other equipment, materials, facilities, and personnel required to complete the tests.
 - B. The Contractor shall provide and install all temporary sectionizing devices, bulkheads, bracing, and flanges needed to withstand test pressures. All temporary devices will be removed after completion of

the test. The installation of all bracing, bulkheads, and sectionizing devices shall be placed such that they do not exert concentrated loads or horizontal thrusts on the pipe.

- C. Water meters and pressure gauges shall be accurately calibrated and shall be subject to review and acceptance by the A/E. All testing equipment and other materials found to be defective shall be removed immediately and replaced with new and acceptable materials, by and at the expense of the Contractor.

PART 3: EXECUTION

3.1 Testing Procedures:

- A. The contractor shall adequately vent the line to remove air as it is being filled. Sufficient backfill placed as specified in the Excavating, Backfilling and Compacting for Utilities section, shall be placed around the pipeline to prevent movement under test pressures.
- B. The line to be tested shall be slowly filled to prevent water hammer. Care shall be taken to ensure that all air valves and other venting facilities are open and all air is expelled from the pipeline. A record of the numbers of gallons needed to fill the test sections will be accurately maintained and furnished to the A/E prior to testing.
- C. Pipe trenches shall be backfilled, but all valves shall be left uncovered during the tests.

3.2 Pressure Testing:

- A. The pipelines shall be subjected to a pressure test for the purpose of testing the line for stability and for defective materials or workmanship. The test may be applied to individual sections of line isolated between successive access manholes or may be applied to shorter sections of lines at the Contractor's option and concurrent acceptance of the A/E.
- B. After the section of line or segment of pipe to be tested has been filled with water, the specified test pressure shall be applied and maintained for a period of not less than four (4) hours and for whatever longer period as may be necessary for inspection of the line and for the Contractor to locate any and all defective joints and pipeline materials.
- C. If any pipes, fittings, valves, and joints prove to be cracked or defective, each such unit shall be removed and replaced by the Contractor with sound material as directed by the A/E. The test shall then be repeated to the satisfaction of the A/E.
- D. The test pressure shall be held consistently during the test period and monitored with pressure gauges and recorders to be installed at points specified by the A/E. All tests shall be scheduled 24 hours in advance with the A/E.

- E. Discharge of Water. All water used in the test shall be discharged in a manner to prevent flooding of the trench or adjacent property. All water discharged shall be routed into the existing storm drainage systems. Water shall not be allowed to discharge into any sanitary sewer systems. Before the Contractor can begin discharging water he shall receive permission from the A/E regarding the location and amount of discharge.
- F. All thrust blocks shall be permanent and constructed to withstand test pressures, and temporary bracing must not be resorted to, except at test ends.
- G. If test ends are used, the open end can be sealed with a line cap and shall be adequately braced with a temporary thrust block.
- H. Where any section of a main is provided with concrete reaction backing, the hydrostatic pressure test shall not be made until at least five (5) days have elapsed after the concrete reaction backing was installed. If high-early-strength cement is used in the concrete reaction backing, the hydrostatic pressure test shall not be made until at least two (2) days have elapsed.

3.3

Leakage:

- A. All joints shall be watertight and free from leaks. Each leak which is discovered within the correction period stipulated in the General Conditions shall be repaired by and at the expense of the Contractor.
- B. The line shall then be re-tested after the leaks are located and repaired by the Contractor. All leaks shall be repaired working from the outside of the pipe using methods that have been approved, in advance, by the A/E.

* * *

SECTION 02660: WATER DISTRIBUTION

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the work specified in this section.
- 1.2 Scope of Work: This section covers the removal, replacement, relocation and repair of all existing waterlines, known and unknown, and installation of new waterline. Waterlines, generally, are the property of the Owner and shall be installed, removed, replaced, relocated and/or repaired by and at the expense of the Contractor.
- 1.3 General: Material and Equipment
- A. Conform to applicable specifications and standards.
 - B. Comply with size, make, type, and quality specified, or as specifically approved in writing by the A/E.
 - C. Manufactured and Fabricated Products:
 - 1. Design and fabricate, and assemble in accord with the best engineering and shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
 - 3. Two or more items of the same kind shall be identical, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.
 - E. Comply with all local, state and federal laws and regulations.
 - F. Furnish all necessary labor, material or equipment necessary for compliance with all requirements of this contract.
- 1.4 Governing Standards: Installation shall conform to the latest standards of the governing authority. In the event of a conflict between these specifications and the latest standards of the Owner and/or governing authority, the latest standards of the Owner and/or governing authority shall govern.
- 1.5 Notification: The Contractor shall be responsible for immediately notifying the Owner and A/E of existing water mains that interfere with his work. The Contractor is responsible for conducting operations in the vicinity of water mains that do not interfere with the work such that main breaks and disruption of water service is avoided.

PART 2: PRODUCTS

See other sections.

PART 3: EXECUTION

3.1 Unknown Utilities:

- A. The drawings attempt to indicate the location of all known underground facilities within the limits of the work. However, the Contractor shall be responsible to inspect the entire project to verify all underground facilities and determine the existence of any additional facilities conflicting with his work. In addition the Contractor shall be required to prospect ahead of the work to locate and verify all underground facilities.
- B. In the event the Contractor encounters an unknown underground facility in his operations and such an item will interfere with his work and will require removal and replacement or relocation, the Contractor shall immediately notify the A/E and Owner and/or appropriate governing authority and arrange for relocation.

3.2 Coordination: Removal and replacement of other utility facilities shall be done in close coordination with the Owner and/or governing authority. Removal and replacement or relocation work shall be planned in advance so the inconvenience to the Owner and utility users caused by the disruption of service is minimized. The Contractor shall perform work on utilities in off-peak hours of usage as required by the A/E and Owner.

3.3 Handling: Pipe, fittings, and accessories shall be handled in a manner that will insure installation in sound, undamaged condition. Equipment, tools, and methods used in handling and installing pipe and fittings shall not damage the pipe and fittings. Hooks inserted in ends of pipe shall have broad, well-padded contact surfaces. All pipe coating, which has been damaged, shall be repaired by the Contractor before installing the pipe.

3.4 Cutting Pipe:

- A. Pipe to be installed shall be done with sections and fittings such that pipe cutting is not required. Should pipe cutting be required, cutting shall be done in a neat manner, without damage to the pipe or to the lining. Cuts shall be smooth, straight, and at right angles to the pipe axis. After cutting, the end of the pipe shall be dressed with a file to remove all roughness and sharp corners.

- B. All cutting of cast iron pipe shall be done with mechanical pipe cutters except where the use of mechanical cutters would be difficult or impracticable. Ends of ductile iron pipe shall be cut with a saw, abrasive wheel, or oxyacetylene torch. Field cut holes for saddles shall be cut with mechanical cutters; oxyacetylene cutting will not be permitted.

3.5 Cleaning:

- A. The interior of all pipe and fittings shall be thoroughly cleaned of foreign matter before being installed and shall be kept clean until the work has been accepted. Before jointing, all joint contact surfaces shall be wire brushed if necessary, wiped clean, and kept clean until jointing is completed.
- B. Precautions shall be taken to prevent foreign material from entering the pipe during installation. Debris, tools, clothing, or other materials shall not be placed in or allowed to enter the pipe.

3.6 Inspection: Pipe and fittings shall be carefully examined for cracks and other defects immediately before installation; spigot ends shall be examined with particular care. All defective pipe and fittings shall be removed from the site of the work.

3.7 Laying Pipe:

- A. Pipe shall be protected from lateral displacement by placing the specified pipe embedment material. Under no circumstances shall pipe be laid in water and no pipe shall be laid under unsuitable weather or trench conditions.
- B. Pipe shall be laid with the bell ends facing the direction of laying except when reverse laying is specifically authorized by the A/E.
- C. Alignment and grade shall be as existed in removed pipe, unless otherwise indicated on the drawings or directed by the A/E.

3.8 Connections with Existing Piping: Connections between new work and existing piping shall be made using fittings suitable for the conditions encountered and as indicated on the drawings. Each connection with an existing pipe shall be made at a time and under conditions which will least interfere with service to customers, and as authorized by the A/E. Facilities shall be provided for proper dewatering and for disposal of all water removed from the dewatered lines and excavations without damage to adjacent property.

3.9 Flanged Joints:

- A. Pipe shall extend completely through screwed-on flanges. The pipe and flange face shall be finish machined in a single operation. Flange faces shall be flat and perpendicular to the pipe centerline.

B. When bolting flanged joints, care shall be taken to avoid restraint on the opposite end of the pipe or fitting which would prevent uniform gasket compression or which would cause unnecessary stress in the flanges. One flange shall be free to move in any direction while the flange bolts are being tightened. Bolts shall be tightened gradually and at a uniform rate so that gasket compression is uniform.

3.10 Valves: All valves such as gate valves, check valves, fire hydrants, butterfly valves, air release or combination air-vacuum valves or valve boxes to be relocated or replaced shall be of the same or better quality than the valve being replaced. They shall conform to AWWA standards if not specified in piped utility materials section.

3.11 Bulkhead or Closure for Connections: Connections between new work and existing piping shall be made using fittings suitable for the conditions encountered and as indicated on the drawings. Each connection with an existing pipe shall be made at a time and under conditions which will least interfere with service to customers and as authorized by the A/E. Facilities shall be provided for proper dewatering and for disposal of all water removed from the dewatered lines and excavations without damage to adjacent property. Bulkhead shall be provided at the end of new piping for future connections as indicated on the drawings.

3.12 Field Joints: Joints in buried locations shall be mechanical joint or push-on type unless otherwise indicated on the drawing or directed by the A/E. Restrained push on joints shall be used to resist thrust forces. All joints shall be watertight and free from leaks.

3.13 Mechanical Joints:

A. Mechanical joints shall be carefully assembled in accordance with the manufacturer's recommendations. If effective sealing is not obtained, the joint shall be disassembled, thoroughly cleaned and reassembled. Over-tightening bolts to compensate for poor installation practice will not be permitted.

B. The holes in mechanical joints with tie rods shall be carefully aligned to permit installation of the tie rods. In flange and mechanical joint pieces, holes in the mechanical joint bells and the flanges shall straddle the top (or side for vertical piping) centerline. The top (or side) centerline shall be marked on each flange and mechanical joint piece at the foundry.

- 3.14 Push-On Joints: The pipe manufacturer's instructions and recommendations for proper jointing operations shall be followed. All joint surfaces shall be lubricated with heavy vegetable soap solution immediately before the joint is completed. Lubricant shall be suitable for use in potable water, shall be stored in closed containers, and shall be kept clean. Each spigot end shall be suitably beveled to facilitate assembly.
- 3.15 Leakage: All joints shall be watertight and free from leaks. Each leak which is discovered within the correction period stipulated in the General Conditions shall be repaired by and at the expense of the Contractor.

* * *

SECTION 02820 – ORNAMENTAL VINYL FENCE

PART 1 - GENERAL

SUMMARY

This Section includes, but is not limited to fence and gates of the following types:
Manufactured ornamental vinyl fence system.

Related Sections include the following:

Miscellaneous Metals: Section 05501

Picnic Shelters: Section 10280

Mechanical: Division 15

Electrical: Division 16

1.2 DEFINITIONS

AFA: American Fence Association; the national association for companies in the fence industry. AAFA@ publishes general standards on installing all kinds of fencing.

Manufacturing Standards: According to the manufacturer's suggested installation techniques particular to vinyl fencing.

Industry Standards: according to the generally accepted practice of spacing, anchoring posts and mounting panels of fencing which varies from company to company, but as a rule may be identified on average. Example, anchoring posts with hot-dipped galvanized steel anchor plates for up to six (6') tall fence.

1.3. SUBMITTALS

Product Data: Material descriptions, construction details, dimensions of individual components and profiles, and finishes.

Shop Drawings: Show configuration and locations of fence, posts, rails, anchors and details of other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, elevations, sections, gate swing and other required installation and operational clearances, and details of post anchorage and attachment and bracing.

Provide shop drawings for all special fabricated items.
Coordinate anchoring with shelter posts

Samples: Manufacturer's color charts or 6-inch minimum lengths of actual units showing the full range of colors available for components with manufactured permanent pigmentation of fence product.

Product Certificates: Signed by manufacturer(s) certifying that products furnished comply with requirements.

Installer Qualification Data: For firms and persons to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

Provide additional data and/or samples as required by the Architect.

1.4 QUALITY ASSURANCE

Installer Qualifications: An experienced installer who has completed privacy and board on board style fencing as well as ornamental style fencing and associated gates similar in design, and to the extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

Single Source: Obtain each color, grade, finish, type, and variety of component for fences and gates from one source with resources to provide each type of fences and gates of consistent quality in appearance and physical properties.

1.5 PROJECT CONDITIONS

Filed Measurements: Verify layout information for fences and gates show on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

PART 2 - PRODUCTS

2.1 MANUFACTURED ORNAMENTAL VINYL FENCING

Provide manufactured fencing in locations and configurations indicated.

Basis of Design: Provide fence system utilizing 8" deep rectangular vinyl tubing for rails, steel reinforced bottom rail, 5'x5" posts and 6" wide x 6' tall pickets. The panels are 6' wide and pickets are smooth, Brookhaven as manufactured by Certainteed (800) 233-8990. Provide fence lengths and locations indicated.

Fasteners and Accessories: Provide manufacturer's standard color matching tamper resistant fasteners and installation accessories.

Finish:

Color: As selected from the manufacturer's available colors. Pigmentation of vinyl materials shall be fade resistant.

Fabrication:

Factory fabricate and finish all fence and gate components. Fabricate fence panels in nominal 8' lengths Fence panel pickets spaced butted or as required by customer. Fence panels shall be capable of supporting load at mid span without permanent deflection.

PART 3 - EXECUTION

3.1 MANUFACTURED VINYL FENCING SYSTEM

Examine areas and conditions, with Installer present, for compliance with requirements for preparation, pavement work, and other conditions affecting performance.

1. Proceed with installation only after unsatisfactory conditions have been corrected.
2. Stake locations of fence lines, gates, and terminal posts. Indicate locations of utilities, shelter structure, toilet location and other structures.
3. Installation, General: Install fencing to comply with manufacturer's printed instructions and more stringent requirements specified. Install fencing on indicated lines.
4. Post anchor: Drill existing bridge deck for hot-dipped galvanized steel anchor plate bolts for mounting posts.
5. Set panels level, plumb, and secure. Attachment hardware shall be tamper-resistant or concealed. Adjust anchors for secure installation where necessary.

END OF SECTION

SECTION 02830: CHAIN LINK FENCING

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: This section includes fence framework, fabric, gates, related hardware and accessories indicated on drawings, in specifications or necessary for a complete installation.
- 1.3 Product Handling: Deliver materials with manufacturer's tags and labels intact. Handle and store so as to avoid damage.

PART 2: PRODUCTS

- 2.1 General: Fence components galvanically compatible. Overall height of new fencing, when erected shall be indicated on Drawings. Weld all connections at gates. Use standard connections at other fencing.
- 2.2 Fabric: Zinc-coated steel, one-piece fabric, full height. Provide 2 inch, 9 gage mesh. Zinc coated steel fabric shall be galvanized after weaving and shall conform to ASTM A-392. Galvanizing shall be 1.2 oz./sq.ft. minimum. Fabric shall have knuckled top selvage and bottom selvage.
- 2.3 Framework:
- A. All material shall be hot-dipped galvanized with a minimum coating of 1.2 ounces per square foot of surface. Steel pipe shall be standard weight, Type I, Schedule 40, ASTM A 53. Weld all joints fully at gates, and apply touch-up coating.
 - B. Posts and Rails: Size members as indicated on Drawings and/or as specified, steel pipe as follows.
- | Outside Diameter, inches | Weight, #/ft. |
|--------------------------|---------------|
| 1 3/8 | 1.34 |
| 1 5/8 | 2.27 |
| 2 | 2.72 |
| 2 1/2 | 3.65 |
| 3 | 5.79 |
| 4 | 9.11 |
- 2.4 Truss Rods: 3/8 inch diameter rod with adjustable take-up, diagonal truss. Provide at bottom bay each side of each gate and at top and bottom bays each side of corner posts.
- 2.5 Accessories: Manufacturer's standard as required, all galvanized. Provide caps at tops of all posts.

- 2.6 Bottom Tension Wire: Minimum 7 gauge, galvanized unless otherwise noted on Drawings.
- 2.7 Gates: Sizes as indicated on Drawings. Frame of 2 inch o.d. steel pipe, all joints welded and hot-dip galvanized after welding. Fabric same as fence fabric. Provide 1-5/8 inch o.d. intermediate steel pipe, welded and galvanized. Properly brace to eliminate any possible sagging condition. Standard type hinges, size to accommodate gate frame and post. Fork type latches, operable from either side of gate; padlock hasp integral part of latch.
- 2.8 Touch-Up Coating: MIL-P-21035 zinc-rich galvanizing repair compound.
- 2.9 Concrete: As specified or as indicated on plans.

PART 3: EXECUTION

- 3.1 Preparation: Measure and lay out complete fence lines. Locate line posts at equal distance spacing, not exceeding 10 foot centers. Locate corner posts at positions where fence changes direction more than 10 degrees.
- 3.2 Installation:
- A. Posts: Minimum post hole diameters to be 12 inches; minimum depths to be 40 inches or as indicated on drawings. Place concrete in hole to depth of bottom of grade beam at locations wherever concrete slab will be poured over footings. Set posts plumb to 1/4 inch in 10 feet.
 - B. Fence Fabrics: Stretch fabric tight between terminal posts. Join ends of fabric by weaving with single strand of fabric wire to form continuous mesh pattern with selvage twisted to match balance of fabric. Attach fabric directly to posts, using wire ties or clips, spacing not to exceed 15 inches o.c. Attach to all rails or bottom tension wire using wire ties or clips, spacing not to exceed 24 inches o.c.
 - C. Gates: Install gates plumb and level to 1/4 inch in 10 feet. Install ground-set items in concrete. Adjust hardware to provide smooth operation.
 - D. Welding: Conform to requirements of American Welding Society, "Specifications for Iron and Steel Arc-Welding Electrodes." Electrodes shall be suitable for conditions of intended use. Make joint surfaces free from fins and tears and grind rough surfaces smooth.
- 3.3 Adjust and Clean: Adjust brace rails and tension rods for rigid installation. Wire brush to expose bare steel at welds, cuts, abrasions, etc. and apply 2 coats of zinc rich coating. Tighten hardware, fasteners, and accessories. Remove excess and waste materials from project site.

* * *

SECTION 02872: SITE FURNISHINGS

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of site furnishings and accessories including, but not limited to, concrete house keep slabs and vandal resistant non-corrosive anchors, as shown on the Drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.
- 1.3 Submittals:
A. Submit shop drawings and manufacturer's literature for all items fabricated for this Project, showing sizes of items, finishes, methods of construction, and mounting details.
B. Submit in accordance with requirements of Division 1.
- 1.4 Product Handling: Carefully handle and store all items of this Section to prevent damage to surfaces, edges, and finishes. Remove damaged items that cannot be restored to like-new condition and replace at no additional cost to the Owner.

PART 2: PRODUCTS

- 2.1 Acceptable Manufacturers:
A. For purpose of designating type and quality, Specifications are based on products manufactured by Landscape Forms, Inc., 1-800-521-2546; www.landscapeforms.com or approved equal.
B. Subject to compliance with requirements acceptable manufacturer's shall submit for approval as equals.
- 2.2 Bench: Plainwell Bench, without center arm, six (6') feet long, seat and back material – Jarrah – with exterior finish. Pedestals shall be steel with Pangard II silver polyester powder coating.

PART 3: EXECUTION

- 3.1 Inspection: Examine and inspect all surfaces that are to receive materials specified herein. Report all unsatisfactory conditions. Do not begin installation until all satisfactory conditions have been corrected.

3.2 Installation: Install as per manufacturer's instructions. Clean all items as directed by manufacturer.

* * *

SECTION 05501: MISCELLANEOUS METAL

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division I as appropriate, apply to the Work specified in this Section.
- 1.2 Scope of Work: Furnish all necessary materials, labor and equipment for the complete installation of shop fabricated ferrous metal items, galvanized and prime painted and other accessories, as shown on the Drawings and specified herein. Provide all necessary supplementary items for a complete installation intended by documents.
- 1.3 Qualifications:
- A. Miscellaneous metal items and their related components may or may not necessarily be described individually in the Work of this Section. Furnish and install such miscellaneous items in accordance with the intent of the Drawings and Specifications and as required to complete the Work.
 - B. Meet requirements and recommendations of the local building code and the applicable portions of the latest editions of the following standards:

International Building Code (IBC)
American Society for Testing Materials (ASTM)
American Institute of Steel Construction (AISC)
American Welding Society (AWS)
American National Standards Institute (ANSI)
National Association of Architectural Metal Manufacturers (NAAMM)
Federal Specifications (FS)
Commercial Standards (CS)
Americans with Disabilities Act (ADA)
- 1.4 Submittals:
- A. Submit shop drawings for approval of all fabricated miscellaneous items. Indicate fabrication, assembly and erection details, sizes of all members, fastenings, supports and anchors, patterns, clearances, and all necessary connection to Work of other trades. For standard manufactured items, catalog cuts may be submitted.
 - B. Submit specified certificates.
 - C. Submit in accordance with requirements of Division 1.

- 1.5 Product Handling: Carefully handle materials to prevent damage to surfaces, edges, ends and finish and store at the site above ground in a covered dry location. Remove damaged items that cannot be restored to like-new condition and replace at no additional cost to the Owner.

PART 2: PRODUCTS

2.1 Basic Materials:

- A. Structural Shapes: ASTM A 36.
- B. Steel Pipe: ASTM A 53, Schedule 40.
- C. Steel Tubing: ASTM A 500, Grade A, or ASTM A 501.
- D. Gray Iron Castings: ASTM A 48.
- E. Stainless Steel: ASTM A 240, Type 316, No.4 Finish.
- F. Extruded Aluminum: 6063-T5.
- G. Aluminum Sheet and Plate: 6061-T4.
- H. Bolts for Structural Steel Connections: ASTM A325 high strength bolts.
- I. Welding Electrodes: Grade SAW-I for submerged arc welding and E70 Series electrodes for manual arc welding. All electrodes in accordance with ASTM A 233.
- K. Pipe Bollards: Steel, ASTM A 53, Schedule 40.

2.2 Prime (Shop Paint):

- A. Exterior Exposed Ferrous Metal: Tnemec Series 394 Perimeprime or prior approval equal @ 2.5-3.5 dry mils. Surfaces to be prepared in accordance with SSPC-SP3 Power Tool Cleaning. Verify primer is compatible with field applied top coats.
- B. All other Ferrous Metal: Southern Coatings Heavy Duty RIP 900, Tnemec Series 88 or approved equal.

- 2.3 Galvanizing: Hot-dip galvanizing or zinc coatings applied to products fabricated from rolled, pressed and forged steel shapes, plates, bars and strips shall comply with ASTM A 123. Hot-dip galvanizing or zinc coatings on assembled steel products shall comply with ASTM A 386. Except for bolts and nuts, all galvanizing shall be done after fabrication. Galvanized finish shall be uniform, with no accumulations of zinc coating which would detract from appearance of painted finishes.

2.4 Galvanizing Repair Paint: Galvilit Galvanizing Repair Compound in silvery finish.

- A. 95% zinc in the dry film using only Type III "ultra pure" ASTM-D-520 zinc (lead and cadmium free).
- B. Meet or exceed Federal Specification DOD-P-211035 (Galvanizing Repair Spec.) Mil-P-269115A.
- C. Low VOC.
- D. ISO 9001 registered.

2.5

Miscellaneous Items:

- A. Supplementary Structural Steel: Furnish all supplementary structural framing incorporated in the project design and detailed on the Drawings as a part of Miscellaneous Metal Work. Coordinate with other trades.
- B. Miscellaneous Lintels, Shelf Angles, Beams and Plates: Provide miscellaneous lintels and shelf angles as indicated or required. Lintels shall have six (6) inch bearing at each end unless shown otherwise.
- C. Miscellaneous Fasteners: Furnish all bolts, nuts, anchor bolts, plates, anchors, tees, clamps, hangers, nails, spikes, screws, straps, toggle and expansion bolts, and other items of rough hardware of sufficient size and number to tie together the various parts of the building and secure all of its parts in place. Such miscellaneous items shall be of same material as metals they contact. Provide zinc coated fasteners for exterior use or where built into exterior wall.

2.6

Miscellaneous Fabrications:

- A. Verify all measurements and take all field measurements necessary before fabrication.
- B. Exposed fastenings shall be compatible materials, shall generally match in color and finish, and shall harmonize with the materials to which fastenings are applied.
- C. Include materials and parts necessary to complete each item, even though such Work is not definitely shown or specified. Provide the necessary rivets, lugs and brackets so that the Work can be assembled in a neat and substantial manner. Drill or punch holes for bolts and screws. Poor matching of holes shall be cause for rejection. Conceal fastenings where practicable. Form joints exposed to weather to exclude water.
- D. Painting and Protective Coating: Properly clean all ferrous metal and provide one shop coat of specified shop primer. Coat anchors that are built into masonry with asphalt paint unless specified to be galvanized. Touch-up all field welds and welds made after galvanizing with two (2) coats of specified repair paint.
- E. Provide miscellaneous steel framing and supports, which are not a part of structural steel frame work, as, required to complete work. Fabricate miscellaneous units to sizes, shapes and profiles indicated or, if not indicated, of required dimensions to receive adjacent work to be retained by framing. Except as otherwise indicated, fabricate from structural steel shapes, plates, and steel bank of welded construction using mitered joints for field construction. Cut, drill and tap units to receive hardware and similar items.

SECTION 06115: ROUGH CARPENTRY

PART 1: GENERAL

- 1.1 Related Documents: The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions, Division 0) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Quality Assurance:
- A. Lumber Grading Rules and Wood Species to be in conformance with Voluntary Product Standard PS 20. Grading rules of the Southern Pine Inspection Bureau (SPIB) apply to materials furnished under this Section.
 - B. Grade Marks: Identify all lumber and plywood by official grade mark.
 - C. Plywood Product Standards: Comply with PS 1 (ANSI A 199.1) or, for products not manufactured under PS 1 provisions, with applicable APA performance standard for type of panel indicated.
- 1.3 Submittals:
- A. Submit in accordance with requirements of Division 1.
 - B. Submit manufacturer's specifications and installation instructions for materials specified herein.
- 1.4 Product Delivery, Storage, and Handling: Immediately upon delivery to job site, place materials in area protected from weather. Store materials a minimum of 6 inches above ground on framework or blocking and cover with protective waterproof covering providing for adequate air circulation or ventilation. Do not store seasoned materials in wet or damp portions of building.

PART 2: PRODUCTS

- 2.1 Sheathing, General: Trademark: Identify each plywood panel with appropriate APA trademark.
- 2.2 Plywood Roof Sheathing:
- A. APA 40/20 Plywood, 5/8 inch thick plywood.
 - B. Exposure Durability Classification: Exterior
 - C. Span Rating: As required to suit rafter spacing.
 - D. Flame resistant treated.
 - E. Fastening of plywood to channels to be determined by roof panel manufacturer.
- 2.3 Plywood Wall Sheathing:
- A. 5 ply APA rated 5/8" plywood sheathing.

- B. Fasteners: No. 8-18, ribbed bugle head, 0.315" head diameter x 1-5/8" long. Attach to metal studs 6" o.c.
- C. Flame resistant treated.

2.4 Rough and Miscellaneous Hardware:

- A. Nails: Common wire, galvanized for exterior work.
- B. Ply-Clips: Simpson Extruded Aluminum Plywood Sheathing Clips.

2.5 Blocking shall be fire-treated.

PART 3: EXECUTION

3.1 Inspection: Verify that surfaces to receive rough carpentry materials are prepared to exact grades and dimensions and are free of irregularities and debris.

3.2 Installation: Comply with applicable recommendations contained in "APA Design Construction Guide" for types of plywood products specified.

3.3 Plywood Roof Sheathing:

- A. Install Plywood with face grain perpendicular to supports, using panel with continuous end joints over two or more spans staggered between panels and locate over supports.
- B. Allow minimum space of 1/8 inch between end joints and 1/4 inch between edge joints for expansion and contraction of panels. Support edge joints by use of ply-clips.
- C. Nail 6 inches o.c. along panel edges and at intermediate supports.

3.4 Cleaning: Remove all excess material and debris resultant from operations of work in this Section. Leave entire work in neat, clean condition satisfactory for receipt of other related items of work, which are to be installed as part of work of other Sections of these specifications.

* * *

SECTION 10280: PICNIC SHELTERS

PART 1: GENERAL

1.1 Description of Product:

- A. RAM10x20MR, or approved equal.
 - B. ROOF SLOPE: 4:12
 - C. Minimum Clearance Height (MCH): 7' – 6" minimum clearance height under the structure indicates the lowest height of a member from finish grade for clearance under the structure. This is generally the clearance under roof eave or frame, whichever is lower.
-
- A. RAM10X27, or approved equal.
 - B. ROOF SLOPE: 2:12
 - C. Minimum clearance height (MCH): 7' 6" minimum clearance height under the structure indicates the lowest height of a member from finish grade for clearance under the structure. This is generally the clearance under roof eave or frame, whichever is lower.

1.2 References:

- A. Reference Standards:
 - 1. AISC - American Institute of Steel Construction Manual of Steel Construction.
 - 2. ASTM - American Society for Testing and Materials.
 - 3. AWS - American Welding Society.
 - 4. LEED - Leadership in Energy and Environmental Design.
 - 5. OSHA – Occupational Safety and Health Administration Steel Erection Standard 29 CFR 1926 Subpart R-Steel Erection.
 - 6. PCI - Powder Coating Institute.
 - 7. SSPC - Steel Structures Painting Council.

1.3 Submittals:

- A. General Submittal: Submit shop drawings and in accordance with the requirements of Division 1. Submit three (3) sets of calc books, both signed and sealed by a Professional Engineer licensed in the State of Louisiana.
- B. Product Design Requirements: The building shall meet the following design requirements as shown on the drawings:
 - 1. Local Building Codes
 - 2. Basic Wind Speed (V): 135 MPH
- C. Submittal Requirements: Calculations and Submittal drawings shall include, at a minimum:
 - 1. Calculations:
 - a. References to building codes and design manuals used for calculations.
 - b. Identification of lateral force resisting system.
 - c. Formulas used for determining snow, wind, and seismic loads to specific project location.
 - d. Three dimensional modeling input, model geometry, and analysis results.
 - e. Member design results and controlling load combinations.

- f. Connection design for structural bolts, welds, plate thicknesses, and anchorage to the foundation.
- g. Foundation designs must include the required combinations of gravity and lateral loads.
- 2. Submittal Drawings:
 - a. Anchor bolt layout.
 - b. Foundation design.
 - c. Three dimensional views of frame.
 - d. Member sizes and locations.
 - e. Structural connection details, including bolt sizes and plate thicknesses.
 - f. Roof trim and connection details.
- D. Foundation Design: The shelter shall be set on prepared foundations designed by an engineer retained by owner using the column reactions provided by manufacturer.
- E. Anchor Bolts: Anchor bolts shall be provided by manufacturer.

1.4

Quality Assurance:

- A. Manufacturer's Qualifications:
 - 1. Minimum of 10 years in the shelter construction industry.
 - 2. Full time on-staff Licensed Engineer.
 - 3. Full time on-staff AWS Certified Welding Inspector.
 - 4. Full time on-staff Quality Assurance Manager.
 - 5. Full time on-staff LEED AP.
 - 6. All welders AWS Certified.
 - 7. Manufacturer owned and controlled finishing system to include shot blast, pretreatment, primer, and top coat.
 - 8. Published Quality Management System.
 - 9. Annual audit of Quality System and Plant Processes by Third Party Agency.
 - 10. Annual audit of powder coat finish system by Third Party Agency (PCI).

1.5

Field or Site Conditions:

- A. Foundations shall be as noted on the drawings.

1.6

Manufacturer Warranty:

- A. Shelter must have a 10-year limited warranty on steel frame members.
- B. Shelter must have a 10-year limited warranty on paint system.
- C. Pass through warranty of Metal Roof manufacturer shall be provided upon request.

PART 2: PRODUCTS

2.1

Shelter System and Materials:

- A. Manufacturers:
 - 1. Basis-of-Design: Poligon, a Product of PorterCorp, 4240 N 136th Ave., Holland, MI 49424; or equivalent; 616.399.1963; E-mail: info@poligon.com; www.poligon.com.

2. The product shall be designed, produced, and finished at a facility operated and directly supervised by the supplier who has a minimum of ten years in the business making pre-manufactured shelters.
- B. Product Requirements and Materials:
1. General: The pre-engineered package shall be pre-cut unless otherwise noted and prefabricated which will include all parts necessary to field construct the shelter. The shelter shall be shipped knocked to minimize shipping expenses. Field labor will be kept to a minimum by pre-manufactured parts. Onsite welding is not necessary.
 2. Reinforced Concrete:
 - a. Concrete shall have minimum 28-day compressive strength of 3,000 psi and slump of 4" (+/- 1"), unless otherwise noted on the drawings.
 - b. Reinforcing shall be ASTM A615, grade 60.
 3. Steel Columns:
 - a. Hollow structural steel tube minimum ASTM A500 grade B with a minimum wall thickness of 3/16".
 - b. Unless columns are direct buried, columns shall be anchored directly to concrete foundation with a minimum of four anchor rods to meet OSHA requirement 1926.755(a)(1).
 4. Structural Framing: Hollow Structural Steel tube minimum ASTM500 grade B. "I" beams, tapered columns, or open channels shall not be accepted for primary beams. Frame will have a **STANDARD POLI-5000** finish.
 5. Compression Members: Compression rings of structural channel or welded plate minimum ASTM A36 or compression tubes or structural steel tube minimum ASTM A500 grade B shall only be used.
 6. Connection Requirements:
 - a. Anchor bolts shall be ASTM F1554 (Grade 36) unless otherwise noted.
 - b. Structural fasteners shall be zinc plated ASTM A325 high strength bolts and A563 high strength nuts.
 - c. All structural fasteners shall be hidden within framing members wherever possible.
 - d. No field welding shall be required to construct the shelter.
 - e. All welds shall be free of burrs and inconsistencies.
 - f. All exposed fasteners shall be painted by manufacturer prior to shipment to match frame or roof colors as applicable.
 - g. Manufacturer shall provide extra structural and roofing fasteners.
 7. Roofing Materials:
 - a. Primary Roof Deck: "R" Panel Metal Roofing (MR):
 - 1) Roofing shall be 24-gauge ribbed galvalume steel sheets, with ribs 1 3/16" high and 12" on center.
 - 2) Roof surface shall be painted with Kynar 500 to the manufacturer's standard color, verify with Owner. Ceiling surface shall be "wash coat" primer.
 - 3) Roof panels shall be factory precut to size and angled to provide ease of one-step installation.
 - 4) Metal roofing trim shall match the color of the roof and shall be factory made of 26-gauge Kynar 500 painted steel.

- 5) Trim shall include panel ridge caps, hip caps, eave trim, splice channels, rake trim, roof peak cap, and corner trim as applicable for model selected. Trim may need to be cut to length and notched. Installation drawings shall have detailed information on how to cut and affix roof trim.
 - 6) Ridge, hip, and valley caps shall be pre-formed with a single central bend to match the roof pitch and shall be hemmed on the sides.
 - 7) Roof peak cap shall be pre-manufactured.
 - 8) Manufacturer shall supply painted screws and butyl tape.
8. Finishes:
- a. Standard Poli-5000 Finish:
 - 1) Steel shall be cleaned, pretreated, and finished at a facility owned and directly supervised by the manufacturer.
 - 2) Steel shall be shot blasted to SSPC-SP10 near-white blast cleaning. SSPC-SP2 hand tool cleaning will not be an acceptable alternative.
 - 3) Parts shall be pretreated in a three (3) stage iron phosphate or equal washer.
 - 4) Epoxy primer powder coat shall be applied to parts for superior corrosion protection.
 - 5) Top-coat of Super Durable TGIC powder coat shall be applied over the epoxy primer.
 - 6) Finish shall not have any VOC emissions.
 - 7) Sample production parts shall have been tested and meet the following criteria:
 - a) Salt spray resistance per ASTM B 117/ASTM D 1654 to 10,000 hours with no creep from scribe line and a rating of 10.
 - b) Humidity resistance per ASTM D2247-02 to 5,000 hours with no loss of adhesion or blistering.
 - c) Color/UV resistance per ASTM G154-04 to 2,000 hours exposure, alternate cycles with results of no chalking, 75% color retention, color variation maximum 3.0 E variation CIE formula (before and after 2,000 hours exposure).
 - 8) The manufacturer shall be PCI 4000 S Certified.
 - 9) Exposed fasteners for frame and ornamentation shall be powder coated to match structure.
 - b. Prime Coat Finish:
 - 1) Steel shall be cleaned, pretreated, and finished at a facility owned and directly supervised by the manufacturer.
 - 2) Steel shall be shot blasted to SSPC-SP10 near-white blast cleaning. SSPC-SP2 hand tool cleaning will not be an acceptable alternative.
 - 3) Frame shall be prime coated with an off gray Super Durable TGIC powder coat.
 - 4) Primer shall not have any VOC emissions.
 - 5) Red oxide primer will not be an acceptable alternative.

PART 3: EXECUTION

3.1 Installers Storage and Handling:

- A. Protect building products after arrival at destination from weather, sunlight, and damage.
- B. Installer shall store product elevated from soils to allow air circulation and to not introduce mold, fungi decay or insects to the product.
- C. Product must be handled with protective straps or padded forks if lifting with mechanical equipment. Use of chain or cable to lift product into place will not be accepted.
- D. To curtail warping of lumber, all units shall remain packaged while being stored.
- E. The secondary roof shall be installed immediately after the primary roof to prevent moisture damage to wood.

3.2 Erection:

- A. Foundations: The shelter shall be placed on foundations designed by an engineer retained by owner, with materials provided by others. Design approved by the Engineer of Record identified in Section 1.3 D. FOUNDATION DESIGN.
- B. Installation: Install all components according to manufacturer's installation instructions and these specifications.
- C. General Contractor: Interface with other work is to be coordinated by the customer or the customer's agent. Certain designs have electrical or other plumbing requirements that are not supplied by Poligon.
- D. Tolerances: Tolerances on steel structural members are set according to AISC construction practices, abided in the factory, and cannot be increased. No field slotting or opening of holes will be allowed. It is therefore essential that contractors conform to the tolerances specified on the installation drawings for anchor bolt or column layout details.
- E. OSHA Compliance: OSHA Compliance to Steel Erection Standard 29CRF 1926 Subpart R-Steel Erection.

3.3 Repair:

- A. Do not attempt any field changes without first contacting Poligon.

3.4 Field or Site Quality Control:

- A. Field or Site Tests and Inspections are not required by Poligon but may be required by the customer or by the local building inspector.

END OF SECTION

SECTION 15001 - MECHANICAL GENERAL PROVISIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. The General Provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions) and Division 1 as appropriate, as well as the individual technical specifications apply to the Work specified in this Division and Section.
- B. This Division utilizes "Owner's Representative" as the term to designate interchangeably the "Architect", "Owner", "Construction Manager", "Appointed Representative" or other person, firm, or individual with the authority to provide guidance, direction, assistance, or decision making capability by the Owner of Record of the Project. Refer to Division 1 for guidelines.
- C. This section covers the overall general requirements of installation, coordination, submission of construction drawings, training, equipment samples, as well as conditions governing the sequencing of work, scheduling, reports, and participation of meetings with the Owner's Representative.
- D. Glossary of Terms:
 - 1. Shall: The term "shall" as used in the context of Division 15 indicates a mandatory requirement.
 - 2. Should: The term "should" as used in the context of Division 15 indicates a recommended practice.
 - 3. May: The term "may" as used in the context of Division 15 indicates an optional non-mandatory recommended practice.
 - 4. Provide: The term "provide" when used in the context of the Contract Documents includes all items necessary for the proper execution and completion of the Work.
 - 5. Deviation: The term "deviation or deviate" when used in the context of the Contract Documents includes all acts which significantly depart from the specified methodology or norm.
 - 6. Substitution: The term "substitution" when used in the context of the Contract Documents includes the replacement of one item for another specified item whether of equal value or not.
 - 7. Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
 - 8. Project: The "Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

1.2 BIDDING REQUIREMENTS AND RESPONSIBILITIES

- A. Prime bidder is responsible for all work, of all trades and sub-contractors bidding this project. It is the prime bidders responsibility, prior to submitting a bid to ensure that all sub-contractors have coordinated all aspects of the work between trades, sub-contractors, etc., to the fullest extent possible.
- B. Prime bidder shall ensure that all sub-contractors, suppliers, equipment vendors, etc., obtain all necessary and pertinent contract document information pertaining to their work prior to the submission of a bid. Contractor shall realize that different sub-contractors may furnish equipment, accessories, devices, etc. necessary for a complete and working installation, that require provision of services by another sub-contractor or trade.
- C. Bidders of all or any portions of this section or division are required to review all contract documents including but not limited to Architectural drawings, Structural drawings, Mechanical drawings, Plumbing drawings, Electrical drawings, Special Systems drawings, etc., in order to coordinate requirements and responsibilities with and through the prime bidder.

- D. Bidders of all or any portions of this section or division, by furnishing a bid on a portion of the prime contract are indicating that they have received all contract documents and coordinated services provided under their portion of the work with the prime bidder; they are indicating that they have expressed any pertinent questions (which would result from a detailed, thorough review of the entire set of contract documents) to the prime bidder in accordance with Division 1 requirements, prior to bidding.
- E. It is not the intention of these contract documents to leave any issue relating to coordination between trades or sub-contractors vaguely defined. The intention is to define all issues, coordination matters, equipment requirements, sizes, routing, etc. to the satisfaction of the prime bidder, prior to receipt of bids.
- F. Bidders of all or any portions of this section or division, by virtue of the submission of a bid to the prime bidder, are indicating the following:
 - 1. That they have reviewed the entire set of contract documents with due diligence and regard for the Owner's desire for a comprehensive and complete bid proposal.
 - 2. That they have expressed all concerns or questions requiring clarification on matters of coordination between trades and/or sub-contractors.
 - 3. That they have expressed any such concerns or questions in writing in accordance with Division 1 requirements.

1.3 COMPLIANCE WITH NATIONAL & LOCAL CODE REQUIREMENTS

A. Minimum Requirements:

- 1. It should be noted that wherever reference is made to "comply with" certain codes and/or standards, it is the intent of this Division that the term "comply with" be meant as "as a minimum comply with". The Contract Documents (Specifications, Plans, Addenda, etc.) often exceed the minimum standards set by National, State, and Local Codes and Standards and the Contractor shall be governed by (as a minimum) the code, plans, or standard with the most stringent requirements.
- 2. The requirements of this Division supercede the "minimum" requirements of National, State, and Local Codes such as NEC, NFPA, AGA, SMACNA, IBC, ASME, ANSI, etc., in many areas. Where references to these Codes are made, it is understood that the requirements of these codes are meant to indicate the "minimum" requirements required by these Contract Documents and are not to infer that these "minimum" requirements eliminate or in any way diminish the requirements of individual sections of these Contract Documents.
- 3. Wherever compliance with these National Codes is required, it shall be taken as a minimum requirement and applicable whenever the Contract Documents are silent with respect to specific requirements or installation procedures. The Contractor shall, as a minimum, comply with the more stringent of the requirements.

1.4 WORK INCLUDED

- A. The work under this Division shall include all labor, material, service charges, connection fees, licenses, taxes, appliances, equipment plant, services and administrative tasks required to complete and make operable the mechanical work shown on the Drawings and specified within the technical sections herein, including but not limited to, the following:
 - 1. Heating, ventilating, and air conditioning (HVAC) systems, including but not limited to piping, equipment, grilles, registers, diffusers, duct work, controls, and mechanical systems insulation.
 - 2. Roof curbs for HVAC system, intake hoods, louvers, supply fans, and relief fans furnished and set under this Division.
 - 3. Plumbing systems and related piping insulation.
 - 4. Fire protection systems and related equipment.
 - 5. Excavating and backfilling for mechanical work including cutting & patching.
 - 6. Anchor bolts, sleeves, supports and similar items to be built into concrete and masonry.

7. Preparation for testing and balancing of mechanical systems and correcting deficiencies.
8. Preparation and submission of operations and maintenance (O&M) manuals, shop drawings, product data, and samples.
9. On site training for all equipment and systems including Building Automation System controls operation, troubleshooting and restarting.
10. Commissioning of Mechanical Systems.
11. Preparation and submission of shop drawings, equipment submittals, sheet metal coordination drawings, piping (underground & above ground) coordination drawings, equipment diagrams and illustrations.
12. Procuring all necessary permits and approvals, and paying all required fees and charges in connection with the work of this Division.
13. Protection, testing, cleaning, adjustment and guarantee of the work of this Division to safely, properly and continuously operate.
14. Providing "As-Built" drawings, operating and maintenance instructions and manuals.
15. Providing identification labels, tags, charts and diagrams.
16. Guarantees and warranties.
17. Temporary Heating & Air Conditioning during construction.
18. Painting of equipment (field & factory).
19. Training of owner's operating personnel.
20. Certification of welders.

1.5 WORK NOT INCLUDED

- A. The following work is typically not a part of Division 15 except where and when specifically indicated to be provided either in these sections of technical specifications or on Drawings:

1. Finish patching of all construction cut under this Division.
2. Waterproofing of roof penetrations for the work of this Division.
3. Concrete and masonry work except as specified.
4. Painting, except as specifically noted.
 - a. General painting shall be provided under Division 9, unless otherwise specified for particular equipment and areas in this or other Division 15 sections. Leave exposed piping, materials, and equipment clean and free of rust, grease, dirt, etc. before and after painting.
 - b. Refer to Article 3.8 of this section for further requirements with regard to painting.

1.6 LIST OF EQUIPMENT TESTING AND DEMONSTRATIONS

- A. The Contractor shall prepare and submit a list of equipment specified to receive testing and/or demonstrations and shall forward same to Owner's Representative:

1. List shall contain specification reference including paragraph number where testing or demonstration is required, and date test is to be commenced.
2. Provide a minimum of seven (7) days advanced notice of testing to the Owners' Representative.

1.7 TRAINING OF OWNER'S OPERATIONS AND MAINTENANCE PERSONNEL

- A. Training requirements are further defined by the individual technical specification Sections in Divisions 2 through 16. The Contractor shall provide factory authorized training sessions to instruct the Owner's maintenance and/or operating personnel as designated by the Owner or his Representative in the operation, control, trouble shooting, adjustment, and maintenance of all equipment installed by Contractor.

1. Training shall exclude travel time.
2. All training shall be performed by a factory authorized agent of the applicable manufacturer.
3. Training shall also include temperature and humidity requirements of the building including individual spaces, equipment operating parameters, equipment setpoints,

- "normal" operating range characteristics, "abnormal" temperature and humidity operating conditions, adjustment procedures, startup and shutdown procedures, operating limits, and pertinent operational parameters that the building's operators and maintenance personnel should be aware of when operating the building.
4. An overall "Systems Approach" to the building's training instructions shall be utilized. Training shall be provided not only on individual parts of the building (such as chillers, boilers, rooftop A/C units, etc., as described in the following sections) but training shall also be incorporated as a system, (i.e.) - chilled water system inclusive of pumps, chillers, heat exchanger, air handlers and how each interacts with the other components.
- A. Maintenance and "hands on" maintenance procedures shall be provided as the basis of instruction.
1. Provide competent training personnel to meet with and fully familiarize the owner's designated personnel with the operation, adjustment, and maintenance of products, finished equipment, and systems.
 2. Videotape each training session in its entirety using DVD format. Provide two (2) copies of each recorded session to the Owner's Representative. Each DVD shall be clearly labeled and indexed as to the type of equipment video and duration.
- B. Training sessions shall be scheduled in writing through the Owner's Representative, a minimum of seven (7) working days in advance and shall take place only after all systems are "FULLY" operational, Test & Balance of the system has been completed, Operation & Maintenance Manuals have been provided to the Owner, and prior to final inspection. Provide an agenda of the training schedule listing all of the topics to be covered with the request for training. For equipment or systems requiring seasonal operation, perform demonstration for that season within six months of final inspection.
1. Training time periods listed in the technical specifications are intended to be the "minimum" training hours required. Extend training to cover all subjects and questions pertinent to the equipment being described.
 2. The number of training hours required and/or described in the individual technical sections are exclusive of travel and set-up time.
 3. The Contractor shall provide a Sign-In Log Sheet indicating those persons present at the training session. The Log Sheet shall have as a minimum, the following information:
 - a. Names of those persons present at the training session including instructor, witnesses, video personnel, trainees, and/or other observers. Each person present shall provide the name of the organization that he/she represents and the phone and fax number of that organization. Failure to provide this documentation will indicate that the training is not in compliance with the Contract Documents and will result in the requirement to re-train.
 - b. The date, start time, and ending time of the training session.
 - c. The section of the specifications that the training session is in compliance with.
 - d. A signature block for all trainees verifying that they have received training.

1.8 SITE INVESTIGATION

- A. Examine the drawings and specifications of all trades, and the site, and from these investigations be responsible for the nature and location of work, general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, etc.
1. Contractor shall contact the local municipality or local private utility company prior to commencing construction in order to coordinate and obtain all of the local requirements for the installation of the Project's utility services. Should the requirements of the local utility company differ than that required within the Contract Documents, the Contractor shall contact the Owner's Representative immediately and make him aware of the requirements.
 2. Contact the local gas utility and make arrangements to provide gas service to the site.
 3. Contact the local water company and make arrangements to provide domestic and/or fire water to the site.

4. Contact the local sewer company or department and make arrangements to provide sanitary sewer services to the site.
5. Coordinate all locations, inverts, and elevations of the utilities required for construction and connection.

1.9 MATERIALS AND EQUIPMENT

- A. Throughout the specifications, types of equipment and/or materials may be specified or specifically referenced to by manufacturer's name and catalogue number. This material or product is specified in order to establish a standard of quality and performance. It is not the intent of these technical specifications to limit competition. The Contractor in such cases, may at his option use any article, device, product, material, fixture, form or type of construction which in the judgement of the Owner's Representative expressed in writing is equal to that specified. In addition, the design of the system specified is based upon a specific manufacturer including but not limited to physical size, weights, performance data, electrical requirements, etc. Alternate construction methods and/or materials and products may be submitted to the Architect for approval prior to bidding for consideration. Those items, equipment, materials, and methods judged to be equal to that specified, will receive written approval. Final approval will be reserved until complete construction shop drawings are reviewed for full compliance with the contract documents.
- B. Coordinate and properly relate all Work of this Division to building structure and work of all other trades.
- C. Visit premises and become thoroughly familiar with existing conditions; verify all dimensions in field. Advise Owner's Representative of any discrepancies prior to Bid Date in accordance with Division 1.
- D. Do not rough-in for any item or equipment "furnished by others", "furnished by owner", or noted "Not in Contract" (NIC), without first receiving rough-in information from other appropriate trades and/or Owner's Representative.
- E. Installation of "NIC" equipment: Where specifically indicated on drawings or within the body of the technical specifications, the Contractor shall receive, unload, uncrate, store, set in place, and make final connections to owner supplied equipment or other equipment designated as "Not In Contract". The Contractor shall inspect the equipment prior to installation to insure that the equipment is in good condition and not damaged in transit. Any defects, blemishes, or damages shall be immediately reported to the Owner's Representative and the condition of the damaged equipment documented. Do not proceed with installation of any equipment until requesting and receiving all pertinent rough-in or installation instructions from the equipment manufacturer or supplier.

1.10 STORAGE OF MATERIALS & EQUIPMENT

- A. Provide enclosed storage and protection for all equipment and materials in accordance with requirements of Division 1. Deliver, store, and handle all products provided under this Division according to manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including vandalism and theft.
 1. Schedule delivery of materials and equipment to minimize long-term storage at the site and to prevent overcrowding of construction spaces and staging areas.
 2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, vandalism, UV deterioration, and other losses.
 3. Deliver products and materials to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
 4. Inspect products upon delivery to ensure compliance with the Contract Documents and to insure that products and materials are undamaged and properly protected.
 5. Store products and materials at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
 6. Store heavy materials and equipment away from the Project structure in a manner that

- will not endanger the supporting structure.
7. Store products, equipment and materials that are subject to damage by the elements, ultra violet exposure, etc., shall be placed above ground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by the manufacturer's instructions.
 8. Materials and equipment may be stored on site only under proper protection.
 9. Equipment containing electronic parts, and equipment such as variable frequency drives, control panels, motor starters, etc., shall be stored indoors in a clean dry environment.
 10. Replace any equipment and materials damaged by improper handling, storage, or protection, at no additional cost to the Owner.
 11. Special attention is to be paid to materials and equipment containing fiberglass insulation products or other thermal and sound absorbent material. Prevent such material from becoming damp or wet as both thermal and sound properties are degraded when the material in question becomes wet. Such material shall be replaced if found to have been exposed to the elements.
 12. Keep premises and storage areas clean in accordance with requirements of Division 1.
 13. Protect all work during construction in accordance with requirements of Division 1.

1.11 SUBSTITUTIONS

- A. Substitutions of material or equipment are only allowed by approval of the Owner's Representative prior to Bid Date as stipulated in Division 1.
 1. Substitute equipment, materials, etc., will not be allowed to deviate from Contract Document requirements.
 2. If accepted by the Owner's Representative, the substitution of material or equipment or method of installation shall follow normal submittal procedures with all deviations specifically noted in "Red Markings" and such deviations specifically called to the attention of the reviewer in writing.
- B. Equipment Substitution: Equipment of greater or larger power, dimensions, capacities, and ratings may be furnished provided such proposed equipment and its associated changes are specifically noted to the Owner's Representative, approved in writing, and the various connecting mechanical and electrical services, circuit breakers, conduit sizes, motors, bases, and equipment spaces are increased or adjusted as required to meet the equipment proposed. No additional costs to the owner will be approved for these cost increases. The cost increases are the responsibility of the Contractor. The minimum energy ratings or efficiencies of the equipment submitted shall also meet the design and commissioning requirements. Design of the systems

1.12 MATERIAL & EQUIPMENT DEVIATIONS

- A. No deviations from the specifications and drawings shall be made without the full knowledge and written consent of the Architect/Engineer. The Contractor is wholly responsible for all required changes in material and equipment from that originally specified.
- B. During progress of work, existing conditions which dictate a modifications of any particular requirement shall be promptly reported for a decision or instructions from the Owner or Owner's Representative.
- C. Where an item of material or equipment is proposed by the Contractor, other than that detailed on the drawings or specified within the contract documents, which indicates a deviation, relocation, modification, or redesign/adjustment of the structure, partitions, foundations, piping, electrical wiring or any other part of the mechanical or electrical layouts, such redesign, shall be provided and prepared by the Contractor without additional cost to the Owner if accepted.
 1. All requests for deviations prior to acceptance by the Owner's Representative, shall be accompanied by a revised shop drawing of the material or product being submitted

- including installation instructions and maintenance manuals.
 - 2. All deviations (mechanical, electrical, structural, etc.) from that material or product originally specified shall be indicated in "Red Markings" to the reviewer.
 - 3. All such deviations, additional or subsequent requirements of the deviated material or product, shall be provided with written statements alerting such deviations to the reviewer's attention.
- D. Where such approved deviations require a different quantity and arrangement of equipment from that specified or shown on the drawings, the Contractor shall provide the required equipment, wiring, piping, connections, valves, and structural supports, and any other additional equipment required by the deviation, at no additional cost to the owner.
- E. It is the intent of these specifications that wherever a manufacturer of a product, material, or a catalog number is specified, and the term "or approved equal" is used, the substituted item must conform in all essential respects to the specified item including operating efficiency, noise generated, and method of operation. Consideration shall not be given claims that the substituted item meets performance requirements with lesser construction. Performance as delineated in schedules and in the specifications shall be interpreted as minimum performance and must be approved by the Owner's Representative.

1.13 CONTRACT DRAWINGS AND SPECIFICATIONS

- A. The contract documents (drawings, plans, addenda, sketches, and specifications) describe the general overall layout, and location of the general mechanical work of this project. Exact dimensional data, location of equipment, routing of piping, etc., is the responsibility of the Contractor as hereinafter described under "Coordination". Any item mentioned in one part shall be as binding as though mentioned in both.
- B. The contract documents form a guide for a complete and operable mechanical installation. Where an item is reasonably necessary but not specifically mentioned, such as duct hangers or transitions, electrical interlocks, control and or interlock wiring, low voltage wiring, piping offsets, drains, etc., for a complete system, the contractor shall provide same.
- C. The Drawings are diagrammatic and indicate the general arrangement of systems, piping, equipment and work required. Do not scale the Drawings! Exact locations of ducts, pipes, and equipment shall be governed by the coordination drawings of related trades. Consult the architectural dimensional drawings and details, and the dimensional drawings of other trades, for exact location, placement, and arrangement of equipment.
- 1. Symbols and diagrams are used to indicate the various items of work and the complete systems, but not necessarily have dimensional significance, neither do they necessarily delineate all related and subsidiary parts and equipment.
 - 2. The work shall be installed complete and ready for operation in conformity with the drawings and in the specifications.
 - 3. Coordinate the work with the requirements of the architectural and structural drawings for dimensions, locations and clearances.
 - 4. Locations of items exposed to view shall be taken from the architectural drawings or located as directed.
- D. Drawings are intended to be, and shall be used in the general layout of Work. Check reference drawings to verify spaces in which the work shall be or is to be installed. Maintain the maximum possible headroom and space conditions. Where headroom or space conditions appear inadequate, or if structural, mechanical or electrical elements and/or interferences are present, the Owner's Representative shall be notified before proceeding with installation.
- E. If directed by the Owner's Representative, make minor modifications in the layout to prevent conflict with work of other trades or for the proper execution of the work.

1.14 COORDINATION WITH OTHER TRADES

- A. The overall coordination of the coordination process is the responsibility of the General Contractor. The Owner or Owner's Representative is not part of the coordination drawing process. The Owner's Representative shall provide assistance relative to the acceptability of the proposed installations.
- B. Closely schedule and coordinate the work so that work shall be installed at the proper time without delaying the completion of the entire project.
- C. Any and all equipment provided by or under Division 15 Sections of the specifications and requiring connection by other trades shall be thoroughly coordinated both in shop drawings phase as well as installation phase of the project. Items such as motor starters, motor control centers, interlocks between equipment, etc., which will require that other trades connect to, hook up with, or otherwise become associated with shall be thoroughly coordinated with the contractor associated with the work involved. Coordinate voltages, wire sizes, interlocks, routing, conduit, and physical dimensions of work involved.
- D. Where the work shall be installed in close proximity to the work of other trades, or where there is evidence that the work shall interfere with the work of other trades, arrange space conditions to make a satisfactory adjustment. If work is installed before coordinating with other trades, make necessary changes to the work to correct the condition without additional cost.
- E. Prepare complete set of drawings showing all necessary slab openings and structural supports that require structural framing. Drawings shall clearly indicate sizes and location relative to established column lines. Drawings shall be completed in sufficient time to allow for structural steel fabrication so as not to delay project schedule.
- F. Shop drawing submissions are intended to be coordinated and shall demonstrate both a knowledge of the work of other trades, and shall show the locations of the work of other trades which affects the work of this Contract.

1.15 CODES AND REGULATIONS

- A. Perform work specified in Division 15 in accordance with codes and standards listed below, and such standards or materials that may be specified in other sections. When the technical specifications of this Division are more stringent than the referenced code, the technical specifications shall take precedence. In the event of conflicts between the code and technical specifications, obtain guidance from the Owner's Representative.
 - 1. NFPA 54: National Fuel and Gas Code.
 - 2. NFPA 90A: Air Conditioning and Ventilation Systems.
 - 3. NFPA 101: Life Safety Code.
 - 4. NEC; National Electric Code
 - 5. ANSI Handicapped Code - A117.1.
 - 6. AGA: American Gas Association.
 - 7. ANSI: American National Standards Institute.
 - 8. ARI: American Refrigeration Institute.
 - 9. ASHRAE: American Society of Heating Refrigeration and Air Conditioning.
 - 10. ASME: American Society for Mechanical Engineers.
 - 11. ASTM: American Society for Testing and Materials.
 - 12. MSS: Manufacturer's Standardization Society of the Valve and Fitting Industry.
 - 13. NEMA: National Electrical Manufacturers' Association.
 - 14. NFPA: National Fire Protection Association.
 - 15. SMACNA: Sheet Metal and Air Conditioning Contractors' National Association.
 - 16. UL: Underwriters' Laboratories, Inc.
 - 17. CISPI: Cast Iron Soil Pipe Institute.
 - 18. International Building Code (IBC)
 - 19. International Mechanical Code
 - 20. International Fuel Gas Code
 - 21. International Fire Code
- B. Work shall be in full accord with the State Sanitary Code, local ordinances, building codes, and

other applicable national, local, and state regulations.

- C. Equipment shall conform to requirements and recommendations of the National bureau of Fire Underwriters and the National Fire Protection Association (NFPA).
- D. Items provided under this Division shall, as a minimum, comply with the American National Standards Institute (ANSI) "Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People," ANSI A 117.1
- E. In the event of a conflict between various local state and national codes or regulations and Contract Documents, notify the Owner's Representative immediately.

1.16 FEES, PERMITS, SERVICE CHARGES, CONNECTION FEES AND TAXES

- A. The Contractor is responsible for obtaining and paying for all permits required for the Work of this Division. Pay all utility connection fees, service charges, connection fees or other service charges in connection therewith, including any necessary inspection fees.
- B. Pay any and all taxes levied for Work of this Division, including municipal and/or state and local sales tax where applicable.

1.17 MANUFACTURER'S INSTRUCTIONS & DIRECTIONS

- A. Install, maintain, and operate equipment and materials in strict accord with the manufacturer's installation and operating instructions.
 - 1. The manufacturer's instructions shall become part of the Contract Documents and shall supplement the Drawings and Specifications.
- B. Submit manufacturer's installation instructions and recommendations with shop drawings.

1.18 APPROVALS

- A. Obtain all approvals in accordance with Division 1.
- B. Submit to the Owner's Representative for approval, a list of manufacturers of equipment proposed for the work. The intent of the contractor to use exact of make of equipment or article specified does not relieve the Contractor of the responsibility for submitting the required equipment or article.
- C. Where any specific materials, process or method of construction, or manufactured article is specified by name or by reference to catalog number of a manufacturer, or other standards, the intent is not to take precedence over the basic duty and performance specified, noted on drawings for the intended results. In all cases, verify the duty specified with the specific characteristics of the equipment offered for approval.

1.19 SUBMITTALS

- A. Shop Drawing Schedule
 - 1. The Contractor shall submit, within fifteen (15) days of the acceptance of the Contractor's construction schedule, a schedule of all proposed shop drawing submissions. No Work shall be started until approved shop drawings are received!
 - a. Refer to Division 1, Section 01330 - "Submittal Procedures" for information regarding the submission of shop drawings. This should be the first submission under this Contract.
 - b. Shop Drawings shall be submitted as complete systems.
 - (i) Example: (Boiler, boiler pumps, hot water heating coils, hot water heating accessories, etc.)
 - (ii) Example: (Chiller, chiller pumps, tower, tower pumps, chilled water coils, chilled water system accessories, etc.)

2. The schedule shall include the following information.
 - a. Item to be submitted
 - b. Date of submission
 - e. Latest date for approval
 - f. Manufacturers of the specified item.
3. Items not specifically listed as "approved equal" should be listed for consideration at this time.

B. Manufacturer's Drawings: Submit shop drawings, project data, and samples in accordance with the requirements of Division 1 and in accordance with the technical specifications of each section.

1. The General Contractor shall first review and make any corrections required and stamp and date "Approved" on the shop drawing prior to submission to the Owner's Representative.
 - a. All shop drawings not reviewed by the General Contractor shall be returned without action.
 - b. Failure on the part of the General Contractor to review and/or stamp the shop drawings shall not be reason or grounds for delays.
 - c. Only original documents shall be submitted. Faxed copies or poor quality copies of original documents shall be returned without action.
 - d. Shop drawings shall consist of the following as a minimum:
 - e. Published ratings
 - f. Capacity data
 - g. Clearance requirements
 - h. Access door/panel locations and clearance requirements
 - i. Detailed construction drawings for fabricated or field assembled items
 - j. Electrical data - Differentiate clearly between factory-wired and field-wiring requirements
 - k. Wiring and control diagrams including ladder diagrams
 - l. Performance curves
 - m. All written installation instructions from the manufacturer
 - n. Manufacturer's installation drawings, and other pertinent data on all equipment listed in each section
 - o. Material specifications
 - p. Operating characteristics
 - q. Finishes
 - r. Warranty certificates
 - s. Should the manufacturer of any item submitted not provide sufficiently detailed installation drawings, installation instructions, or detailed written operating characteristics as described above, it shall be the responsibility of the Contractor to provide such information for review by the designer.

C. Installation/Construction/Fabrication Drawings:

1. The General Contractor is directly responsible for the overall coordination process between sub-contractors.
2. The Owner or Owner's Representative is not part of the coordination drawing process. The Owner's Representative shall provide assistance relative to the acceptability of the proposed installations.
3. Any work fabricated or installed prior to sign-off by all trades shall be removed and reinstalled in conformance with approved coordination drawings.
4. Contractor shall provide scaled, coordinated construction drawings indicating routing, location, clearance requirements, location of electrical or control components to be installed. Construction drawings shall indicate the elevation and position of all piping, ductwork, penetrations, spools, electrical disconnects/starters/vfd's and/or control panels/equipment, as well as potential interferences with other trades.
 - a. Provide coordinated scale drawings of all above ground and below ground piping, equipment and other materials including interconnecting piping and ductwork.
 - b. Drawings shall be coordinated with all other trades and signed off by those trades to indicate conformance with the intent of the design drawings.

- c. Coordinate space requirements for equipment, piping, maintenance service, access doors/panels, ducts and ductwork, insulation, and floor or wall penetrations.
- d. Include connections, anchorages and fastenings.
- e. Make allowance for clearances for access to and maintenance of equipment.
- f. Provide coordination drawings of all chases, shafts, or partitions indicating spacial requirements and make adjustments in the physical size of the above spacial requirements prior to installation and provide coordination with other trades.
- g. Submit shop/fabrication drawings, project data, and samples in accordance with the requirements of Division 1 and in accordance with the technical specifications of each section.
- h. Only original documents shall be submitted.
- i. Faxed copies or poor quality copy of original documents shall be returned without action.
- j. Provide scaled layouts (minimum 1/4" = 1'-0") for fan rooms, mechanical equipment rooms, closets, air handler rooms, A/C closets, water heater rooms, etc. including (where applicable):
 - k. Room dimensions.
 - l. Support column locations.
 - m. Locations and dimensions of equipment foundations and pads required.
 - n. Locations and dimensions of equipment and apparatus (with locations of temperature control panels, electrical disconnects, variable frequency drives, and starters indicated).
 - o. Service and coil pull areas.
 - p. Dimensioned floor drain locations.
 - q. Locations of wall mounted equipment.
 - r. Trench locations and sizes.
 - s. Sleeve locations in mechanical rooms and equipment rooms.
 - t. Roof layouts, showing air conditioners, air intakes, exhaust fan discharges, plumbing vents, flues, and all roof mounted equipment.
 - u. Fire Protection System drawings and calculations.
 - v. Sheet metal coordination drawings.
 - w. Plumbing piping (above & below ground including site) coordination drawings.
 - x. Sheet metal shop/fabrication drawings that have been coordinated with the Architectural, Mechanical, Electrical, Fire Protection, Civil, and Structural Drawings shall be submitted to the Owner's Representative for approval. Drawings must be returned from the Owner's Representative either with "No Exceptions Taken" or "Make Corrections Noted" prior to being used as the basis for coordination drawings.
 - y. Refer to Section 15891 - "Metal Ductwork" as well as Section 15910 - "Duct Accessories" for specific sheet metal shop drawing requirements.
 - z. After sheet metal drawings have been revised per Owner's Representative comments, reproducible copies shall be sent to the other trades in the following sequence for inclusion of their work.
 - (i) Plumbing contractor
 - (ii) Electrical Contractor
 - (iii) Mechanical Contractor
 - (iv) Sprinkler Contractor
 - (v) Other Contractors required to coordinate such as Kitchen Equipment Supplier, etc.
 - aa. Prior to inclusion of sprinkler piping and equipment, Contractor shall submitted sprinkler plans and calculations to Owner's Representative for approval and the Rating bureau for review.
 - bb. After all trades have included their work on the coordination drawings and noted conflicts, all trades shall meet to resolve conflicts and agree to acceptable solutions. Each trade shall sign the coordination drawing(s). Items not covered on coordination drawings are the responsibility of the installing Contractor at no cost to the Owner.
 - cc. The oversight of the coordination drawing process is the responsibility of the General Contractor.

- D. Brochures: Submit seven (7) copies of manufacturer's brochures including:
1. Complete descriptions.
 2. Illustrations.
 3. Specifications data of materials, and operating rates, etc.
 4. Where items other than those proposed for use are illustrated and/or described on the same brochure pages, clearly indicate the items proposed for use.
- E. Equipment of one type, such as pumps, air handlers, variable speed drives, vibration isolators, hangers, etc., shall be products of only one manufacturer to the fullest extent possible.
1. Unless specifically so specified and shown on Drawings, the Contractor shall not be allowed the option of "mixing and matching" equipment. (*Example*: Chiller and air handling units supplied by different manufacturers.)
- F. If submissions of catalog cuts of standard manufactured items indicate or show different types, options, finishes, performance requirements, or other variations, those model numbers and features which are proposed for use by the Contractor shall be clearly marked and identified to the reviewer. Contractor shall cross out, delete, or blank out any and all information not pertinent to the specific item being submitted. Shop drawings submitted without the above requirements shall be returned for corrections.
1. Shop drawings are only reviewed in order to establish that the Contractor is complying with the design intent of the contract drawings. Shop drawings are not "Approved" but rather are reviewed for general compliance with the contract documents. Shop drawings shall clearly indicate all details, sectional views, arrangements, working and erection dimensions, kinds and quality of materials and their finishes, and other information necessary for proper checking and for fabrication and installation of the items, and shall include all information required for making connections to other work.
 2. Shop drawings shall be numbered consecutively, and drawings related to various units comprising a proposed assembly shall be submitted simultaneously so that units may be checked individually and as an assembly.
 3. Keep on the Project site, in good condition and order, a complete up-to-date set of all submitted shop drawings. All shop drawings shall be available for review by the Owner's Representative.
 4. The review and acceptance of shop drawings shall be general, and shall not be construed as permitting any departure from the Contract requirements other than those specifically brought to the Owner's Representative's attention and so agreed to with appropriate documentation in the form of change orders.
 - a. If the shop drawings show any variations from Contract requirements because of standard shop practices or other reasons, such variations shall be brought to the attention of the reviewer and clearly identified on the shop drawings in order that, if acceptable, suitable action may be taken for proper adjustment in other work affected thereby.
 - b. Failure to identify such variations shall not relieve the Contractor of responsibility for executing the work in accordance with the Contract even though such shop drawings have been reviewed and the work installed.
 - c. Review and acceptance of the submittals shall not relieve the Contractor of responsibility for any error in quantity, details, dimensions, etc., that may exist on shop drawings nor for the furnishing of materials or work required by the Contract and not indicated on the shop drawings.
 - d. Review and acceptance of the submittals shall not be construed as an approved departure from details or instructions previously furnished to or by the Owner's Representative.
 - e. Review and acceptance of the submittals with a requirement for corrections and/or re-submission is an appropriate review contingent upon satisfactory re-submission within 30 days. Failure to comply within the allotted time shall result in a revocation of the contingent approval.
- G. Deviations and Variations: If during the submission of shop drawings there are any deviations, substitutions, or other variations from the contract documents proposed, or if catalog descriptions

are proposed, or if approved manufacturers and suppliers of equipment, materials, etc., are unable to fully comply with the contract documents, such deviations and/or variations must be clearly noted to the reviewer (in red ink) on the submitted shop drawing or catalog cut.

1. The contractor or submitting agency shall clearly and specifically call out any and all such deviations, changes, or variations to the attention of the Owner's Representative during the submittal phase.
2. Type any and all such deviations on an 8 ½ x 11 separate sheet of paper.
3. Underlined statements or notations on standard brochures, equipment cut sheets, etc. will not be accepted.
4. The General Contractor shall note and acknowledge the receipt of such deviations by approving or disapproving the submittal.

H. Wiring And Control Diagrams

1. Provide electrical wiring diagrams and automatic control diagrams and sequences of operation. The wiring diagrams must be complete and coordinated with the equipment actually installed or proposed.
2. Provide required interlock control diagrams and prepare a statement indicating that the requirements of other trades have been transmitted and coordinated.

I. Provide composite shop drawings showing work of all related construction, when required to ensure full coordination and proper fitting of the work.

J. Provide drawings showing dimensions and locations of concrete work required for the mechanical work.

K. Samples: Generally, samples will be required except for specific items identified in individual technical specification sections. If there is doubt on the part of the Owner's Representative as to the item or unit prepared for use, a sample may be called for. In such case, the contractor shall provide the requested sample or item and shall pay for packaging and transportation both ways. Item will remain the property of the submitter/contractor and may, if approved, be incorporated into the final work. Refer to individual specification sections for the requirements of providing samples and/or mock-ups.

1. Provide color samples for all pre-finished items.
2. Provide samples and types where specifically required in individual specification sections.

L. Reports: Provide the following report data:

1. Manufacturer's certified pressure tests on vessels.
2. Manufacturer's certified performance tests on operating equipment
3. Field pipe testing reports and certificates of approval.
4. Welder's certificates and field test report.
5. Field operating test results for operating equipment.
6. Performance report on the balancing of air and water systems. Testing and balancing reports to include all tests and measurements for initial, preliminary, interim and final testing.
7. Performance report and calculations for vibration isolation equipment.
8. Manufacturer's certified reports on motorized equipment alignment and installation.

1.20 GUARANTEES AND MAINTENANCE SERVICES

A. All workmanship, installation materials and equipment shall be cared for, sustained, maintained and serviced for the guarantee period at no additional cost to the Owner.

1. Follow manufacturer's published recommendations for maintenance and servicing.

B. Guarantee all material, equipment, and workmanship for all equipment specified under the technical sections of Division 15 in writing to be free from defects of material and workmanship for a minimum period of one (1) year from the date of final acceptance by the Owner's Representative

or from the date of project substantial completion whichever occurs first. Contractor shall purchase extended warranties as may be necessary in order to provide the owner with a one year warranty.

1. Certain equipment specified in technical sections require guarantees and warranty periods exceeding the one (1) year period specified above and these periods will be clearly identified and provided for under this section.
 2. Replace without charge any material (including refrigerant) or equipment proving defective during this period.
 3. The guarantee shall include the performance of the equipment under all conditions of load, installing any additional items of control required for proper operation and protective devices including but not limited to the replacement of any refrigerant lost.
 4. If, after the approval of final payment and prior to the expiration of one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with Owner's written instructions, either correct such Defective Work, or if it has been rejected by the Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, the Owner may have the Defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.
- C. Leave entire system installed under this Contract in perfect working order, and, without additional charge, replace any work or material which develops defects within the guarantee period, including all other work damaged as a result of such defects.
- D. Non-durable, expendable items such as air filter media are not subject to replacement after the date of final acceptance or beneficial occupancy.
- E. Manufacturers' Warranties
1. The equipment manufacturer shall warrant that the equipment that has been furnished is free from defects in material and workmanship. Obligations under this warranty shall be as follows:
 - a. The equipment manufacturer or supplier shall provide and pay for all labor, parts, accessories, refrigerant, lubrication, materials, freight and other services to repair or replace any equipment or part thereof which, in the course of installation, start-up and testing is found to be defective.
 - b. For a period of one year from date of acceptance, the Contractor (through the manufacturer) shall replace any defective equipment or part thereof:
 - (i) freight costs for return of defective parts, labor for parts replacement, and replacement of lost refrigerant, are the responsibility of the installing Contractor.
 - c. The Contractor shall provide an additional parts, labor, and refrigerant warranty on all refrigeration compressors under the same terms as Paragraph "a", for a period of four years.
 - d. Tank linings - guarantee (pro-rata) all internal metal surfaces against failure from corrosion, condensation, or defects in workmanship for a period of ten years.
 - e. Performance - where equipment is specified by size, guarantee that it shall have the capacity specified in the system in which it is installed.
 2. The final acceptance of the equipment shall not be made until after the Contractor has adjusted his equipment, balanced the various systems, demonstrated that it fulfills the requirements of the drawings and specifications, and a certificate of beneficial occupancy or substantial completion has been issued by the Owner's Representative, including all required certificates of inspection and approval.

1.21 PERMITS AND CERTIFICATES

- A. Prior to proceeding with any installation, prepare and submit to the proper authorities, for their approval, all required working drawings. Provide all necessary notices, obtain all permits and pay

all local, state, and federal (if applicable) taxes, fees and other costs in connection with the work.

- B. The Contractor shall be responsible for performing all controlled inspections required by applicable Administrative Building Code.

1.22 PRE-INSTALLATION MEETINGS

- A. Refer to Division 1 for the requirements of pre-installation meetings.
 - 1. Contract shall notify Owner's Representative with at least seven (7) days notice of the proposed meeting.
 - 2. Pre-Installation meetings shall be required for the following systems:
 - a. Underground plumbing site work.
 - b. Utility service connections (sewer, water, gas).
 - c. Fire protection sprinklers.
 - d. Test & Balancing

PART 2 - DOCUMENTATION

2.1 OPERATING AND MAINTENANCE MANUALS & INSTRUCTIONS

- A. Furnish manufacturers operating and maintenance instructions, parts lists and sources of supply for replacements in accordance with Division 1.
- B. Provide the following Master Operating & Maintenance Manual (submit in quadruplicate):
 - 1. Complete sets of final and corrected shop drawings, maintenance and replacement parts manuals, and operating instructions, for equipment supplied.
 - 2. Previously submitted and marked-up shop drawings, catalogue cuts, and product data of equipment shall not be the basis of the O & M Submittal. Provide clean, original product/data sheets in binders.
 - a. Faxed copies of any data, equipment, certification, tests, instructions, or any other copied or illegible literature placed in the Operation & Maintenance manuals is not allowed.
 - b. Poor quality copies of equipment product and data sheets shall not be allowed and shall be returned without action by the Owner's Representative.
 - 3. O & M Format:
 - a. Bind each set within a common 1", 2", or 3" three ring binder.
 - (i) Fire Protection O & M shall be provided in its own separate binder(s). Duplicate information if that information is located in other sections of the O & M.
 - (ii) Plumbing O & M shall be provided in its own separate binder(s). Duplicate information if that information is located in other sections of the O & M.
 - (iii) HVAC Operations & Maintenance instructions shall be provided in its own separate binder(s). Duplicate information if that information is located in other sections of the O & M.
 - (iv) Building Automation System O & M shall be provided in its own separate binder(s). Duplicate information if that information is located in other sections of the O & M.
 - (v) Test & Balance Report shall be in its own binder.
 - (vi) Commissioning Data & Report shall be provided in its own binder.
 - (vii) Warranties of each piece of equipment supplied shall be provided in its own separate binder.
 - (viii) "As-Built Drawings" shall be in their own separate package or binder, full size and bound into the above referenced groupings (i.e. - Sprinkler Drawings, Ductwork Drawings, HVAC Piping Drawings, Plumbing Piping Drawings. Do not fold "As-Built" Drawings. Provide the Owner with one (1) commercial type, five (5) stick upright plan holder complete with sticks and support frame and place Drawings on stick type racks.

- b. Label & tag each binder on front and sides to identify its' contents.
- c. Index and organize each binder with a table of contents, to permit quick and convenient reference.
- d. Arrange items in each binder as separate sections (i.e. - Air Handling Units, Pumps, Boilers, Chillers, Warranties, etc.)
 - (i) First sheet in each section shall have the specific equipment's name and identifier (as established by plans), the name and address of equipment vendor or supplier including phone and fax number and name of contact.
 - (ii) Second sheet shall be the warranty for that particular piece of equipment including start and/or ending date and length of warranty. (Duplicate warranty information in Warranty Binder.)
- e. Parts List:
 - (i) Provide the manufacturer's mechanical and electrical equipment parts lists of all components of the systems listed on the equipment schedules, control diagrams and wiring diagrams of controllers.
 - (ii) List shall give system number, unit number, manufacturer's model number, and manufacturer's drawing numbers.
- f. Operating Instructions:
 - (i) Provide step by step operating instructions for each system or piece of equipment including preparation for starting, summer operation, winter operation, shutdown and draining.
- g. Maintenance Instructions:
 - (i) Provide periodic maintenance instructions for each type of equipment.
- h. Trouble Shooting:
 - (i) Provide manufacturer's manual for troubleshooting and repair instructions.
- i. Construction shop drawings:
 - (i) Provide original copy of final approved or accepted shop drawing.
- j. Valve charts & Schedules:
 - (i) Provide 8 ½ x 11 copy of valve chart(s) of the tag numbers, location and function of each valve.
- k. Control Drawings:
 - (i) Provide "As-Installed" control diagrams by the control manufacturer. Format of drawings shall be no smaller than 11" x 17".
 - (ii) Provide description of the sequence operation by the control manufacturer.
- l. Troubleshooting:
 - (i) Recommended trouble shooting procedures in the event of foreseeable mechanical system failure.
- m. Wiring Diagrams:
 - (i) Provide complete "As-Installed" color coded wiring diagrams of all systems and all electric motor controller connections and interlock connections of all other mechanical equipment.
- n. Test Reports: Provide copies of the following test reports:
 - (i) Air Balance.
 - (ii) Water Balance.
 - (iii) System Performance.
 - (iv) Required Pressure Tests (sewer, water, gas, air, medical gases, etc.).
 - (v) Fire Protection Water Flow Tests.
 - (vi) Fire Protection Contractors Material and Test Certificates.
 - (vii) Generator tank or other fuel oil tank test reports.
- o. Provide PDF version of O&M Manual on DVD.

2.2 PROJECT RECORD DRAWINGS

- A. Provide "Record Drawings" in accordance with the General Conditions Governing all Contracts, indicating in a neat and accurate manner a complete record of all revisions of the original design of the work.

1. "As-Built or Record Drawings" shall be in their own separate package or binder, full size and bound into the above referenced groupings (i.e. - Sprinkler Drawings, Ductwork Drawings, HVAC Piping Drawings, Plumbing Piping Drawings).
 2. Do not fold "As-Built" Drawings.
 3. Provide the Owner with one (1) commercial type, upright plan holder, (10 stick capacity) and place Drawings on sticks.
- B. Keep and Maintain Project Record Documents in accordance with requirements of Division 1. During construction period, keep accurate records of installations made under this Division, paying particular attention to major interior and exterior underground and concealed piping, ductwork, etc.
1. Include all field changes made and provide for an accurate record, (on reproductions of the Contract drawings or on appropriate shop drawings), of all deviations between the work shown and work installed.
- C. Submit for approval three (3) bound sets of the required record drawings, manuals and operating instructions.
- 2.3 IDENTIFICATION MARKINGS
- A. General: Apply identification tags, markers, etc. after burial, field painting and/or insulation are completed.

PART 3 - EXECUTION

- 3.1 COORDINATION AND LAYOUT
- A. Study Drawings and Specifications to insure completeness of work required.
1. Include supplementary items normal to manufacturers' requirements or standard accepted trade practices as necessary to complete work, though not specifically indicated or specified.
- B. Verify measurements and conditions in field before starting work.
- C. Examine materials to which work is to be applied and notify the Owner's Representative, in writing, of any conditions existing which are detrimental to proper and expeditious installation of work.
1. Starting of work shall be construed as acceptance of conditions.
- D. Confer with other trades, install work to avoid interference with other trades, and possible necessary adjustments to conform to structural conditions and work of other trades.
- E. Coordinate and set inserts and locate openings in floors and walls in new construction.
1. Locate pipes and ducts to avoid interference with other work shown on the drawings and as directed by the Owner's Representative.
 2. Keep all concealed pipes and ducts within the enclosing construction provided.
 3. Arrange exposed work neatly in parallel runs and parallel with walls or structure, with uniformly spaced hangers and supports, and within the spaces assigned for each kind of work.
- F. Make coordinated layouts showing concrete work required for housekeeping pads, equipment bases and inertia masses which are cast in place, including the location of anchors and dowels.
1. Coordinate the scheduling and placing of the concrete to suit the mechanical work schedules.
 2. Concrete housekeeping pads are to cover the full area of each piece of equipment.
 3. Concrete bases are to be of dimension and heights to suit the equipment.

4. The forming and placing of concrete shall be provided under this specification section.

3.2 MAINTENANCE OF EQUIPMENT AND SYSTEM PRIOR TO FINAL ACCEPTANCE

- A. Maintain all installed equipment and systems in accordance with the manufacturer's published instructions, until final acceptance by the Owner's Representative, and take such measures as necessary to insure adequate protection of all equipment and materials during delivery, storage, installation, operating and shut-down conditions.
 1. This responsibility shall include all provisions required to meet the conditions incidental to the delays pending final test of systems and equipment.
 2. Maintain and periodically clean all equipment until final acceptance.
- B. After installation of systems has been completed, operate the system to determine the capability of the equipment and controls to conform to the requirements of the drawings and specifications prior to performance testing.

3.3 DAMAGED EQUIPMENT

- A. Any and all equipment, parts, components, etc., provided under this division which is either damaged by the contractor or which is received in damaged condition during shipping, transit, handling, or during installation shall be replaced. Dented, or damaged superficial, non-structural, equipment jackets or surface casings such as, but not limited to; water heater jackets, boiler jackets, chiller insulation jackets, etc., shall either be repaired or replaced at the option and sole discretion of the Owner's Representative. If non-structural components are repaired, the finished product shall match original equipment exactly. Structurally damaged equipment shall be replaced.
- B. Any equipment which develops surface rust, either through improper storage, handling or installation, shall be refinished by grinding the affected area down to bare (white) metal, then prepared with a rust preventive primer and finished with the original manufacturer's touch-up paint to match existing color.

3.4 EQUIPMENT INSTALLATION

- A. Locate and set equipment anchor bolts, dowels and aligning devices for all equipment requiring them. Coordinate requirements of concrete work with General Contractor and other trades.
 1. Level the equipment and grout solid between the equipment and the surface below. Grout to be premixed grout mixed in accordance with manufacturer's specifications.
- B. The field assembly, installation and alignment of equipment is to be done under field supervision provided by the manufacturer or with inspections, adjustments and approval by the manufacturer.
- C. Equipment startup
 1. Each manufacturer of equipment shall provide qualified "start-up" personnel to inspect and approve equipment and to supervise the operating tests of the equipment. System commissioning shall be performed in accordance with ASHRAE standards. Notify the Owner's Representative at least ten (10) days prior to equipment start-up.
- D. Equipment and system test operation:
 1. Note: Equipment and system test operation described herein is separate and in addition to the requirements for "Training & Demonstration" articles. Refer to individual sections for requirements regarding "Training & Demonstration".
 2. Notify the Owner's Representative in advance of beginning the equipment and system test operation. All equipment testing/demonstration shall be performed in the presence of the Owner's Representative. A minimum of 10 days notice is required before equipment and system testing.
 3. Each piece of equipment shall be operated in its system to provide proper functioning.
 4. Perform an operating test of each complete system for twenty-four hours continuous

- operation as a minimum to provide coordination and proper functioning of all related systems and controls.
5. The operating criteria for each test shall be determined in advance with the Owner's Representative approval whenever seasonal conditions shall not produce a full design load on any equipment or system.
 6. Certify to the Owner's Representative that all equipment is functioning properly.
 7. Should the apparatus fail to meet the Contract requirements, adjust, repair or replace all defective or inoperative parts and again conduct the complete performance tests.

3.5 UNCOVERING AND CORRECTION OF WORK

A. COVERING OF WORK

1. The following portions of the work are specifically required to be reviewed by the Owner's Representative prior to being covered:
 - a. All underground piping.
 - b. All above ground piping in walls.
 - c. All ductwork above ceilings.
 - d. All specific requests by the Owner's Representative prior to that portion of the Work being covered.

3.6 CLEANING AND ADJUSTING OF SYSTEMS & EQUIPMENT

- A. Blow out, clean and flush each system of piping, and equipment to thoroughly clean the systems.
 1. Clean all materials and equipment, and leave in condition ready to operate and receive succeeding finishes where required.
 2. Adjust and align all equipment interconnected with couplings or belts.
 - a. Adjust valves of all types and operating equipment of all types to provide proper operation.
 - b. Remove and clean elements in all steam trap bodies.
 - c. Clean all strainers. Replace temporary construction screens and install new permanent screens.
- B. Lubricate equipment as recommended by the manufacturer, during temporary construction use, and provide complete lubrication just prior to acceptance.
- C. Permanent equipment operated during construction shall not be abused or be used in service different from its design application.
 1. Temporary disposable filters shall be used during temporary operation.
 2. All expendable media, including belts used for temporary operation and similar expendable materials shall be replaced just prior to acceptance.
 3. Packing boxes of equipment operated during construction must be replaced just prior to system acceptance, using materials and methods specified by the supplying manufacturer.
- D. Equipment furnished with factory finishes where marred, scratched, or damaged shall be retouched and repainted to present a new appearance.
- E. Furnish and maintain protection for all of the work whether completed or in progress.
 1. Furnish and install coverings and enclosures for equipment..
- F. New and/or existing operating equipment and systems shall be clean and dust free inside and out.
 1. Concealed and unoccupied areas such as plenums, pipe and duct spaces and Equipment Rooms shall be free of rubbish and swept, vacuumed and/or wiped clean at time of acceptance.
 2. Refer to Division 15, Section 15190 - "Mechanical Identification" for requirements of marking and tagging of equipment.

3.7

PAINTING

- A. General painting is typically performed by the Division 9 Contractor. Contractor shall either perform specialized painting as called for below in the following conditions or he shall advise the Contractor prior to bidding of these requirements set forth as follows:
1. Thoroughly clean all mechanical surfaces, requiring prime painting, of rust, loose scale, oil and grease.
 2. Dry all surfaces before painting.
 3. Paint only under proper ambient conditions.
 4. Do not paint over controls, or on equipment nameplates, factory labels or sprinkler heads.
- B. Paint all mechanical equipment not otherwise specified to be painted or primed at the factory with one (1), lead free, prime coat (min 2 mil) of rust resistive/prohibitive paint.
- C. Provide field painting as follows:
1. Paint all roof mounted equipment to match color of roof.
 2. Paint all exposed natural gas piping located within building, exposed on roof, or exposed to the exterior.
 3. Paint all exposed, un-galvanized iron work, including un-insulated ferrous piping and conduit system components, hangers, supports, equipment bases, and apparatus; Note: Prime coat with a red, rust preventative, lead-free paint. (Example but not limited to: exterior un-insulated condenser water piping.)
 4. Paint all un-insulated interior and exterior ductwork and casings, exposed to view or weather, and all exposed un-galvanized surfaces of conduit and piping and of equipment prime painted at the shop. (Example: interior and exterior un-insulated galvanized smoke exhaust and supply ductwork or all un-insulated exhaust/supply ductwork located on roof.)
 - e. Provide one (1) prime coat (minimum 3 mil thick) zinc chromate for galvanized surfaces.
 5. Field paint inside surfaces of all duct work where ductwork is visible through registers grilles and louvers:
 - a.. Paint with one (1) coat of 2 mil thick flat white or black paint to match surrounding finishes. Coordinate exact color with Owner's Representative.
 6. Paint welds of all piping with rust-preventive spray paint immediately after welding.
 7. Paint all fire protection piping installed in fire pump room except galvanized piping.
 8. Paint all fire protection piping installed in riser closets (sprinkler risers).
 9. Paint all fire protection piping located exposed in stairs or stairwells.
 10. Paint all fire protection piping where so indicated in individual technical specification sections or shown on Plans.
 11. Paint all vertical edges of concrete equipment pads "SAFETY - YELLOW".
- D. Provide quantities (linear footage & sizes) of the following piping/equipment/duct systems to the General Contractor for painting:
1. Chilled water piping - All chilled water piping is to be painted prior to insulation being applied.
 2. Condenser water supply & return pipe in Central Plant and exposed on exterior at cooling tower.
 3. Interior (exposed to view) natural gas piping in central plant.
 4. Interior (exposed to view) natural gas piping in building.
 5. Exterior natural gas piping on roof or exposed to exterior.
 6. Interior exposed fuel oil piping.
 7. Ducts exposed on roof & to exterior.
 8. Roof mounted equipment such as goose necks, elevator vents, fresh air intakes, exterior louvers provided by the Div. 15 Contractor.
 9. Exposed gas meters.
 10. Exposed water meters & backflow preventors.
 11. Fire protection piping.

3.9 CONNECTIONS TO EQUIPMENT

- A. Provide mechanical connections to equipment and fixtures requiring such connections which are supplied by Owner's Representative or under other divisions of these specifications.
- B. Provide unions, nipples, adapters, valves, flexible connections, and other trim required for final connections for each such fixture or item of equipment, for complete operation, servicing, and maintenance.

3.10 WORKMANSHIP

- A. Perform all work in a practical, neat and workmanlike manner with mechanics skilled in work, and using the best practices of the trade involved.
- B. No work shall be concealed until it has been inspected and approved by the Owner's Representative.
- C. Workmanship or materials not meeting the requirements of the specifications and drawings and satisfaction of the Owner's Representative shall be rejected and immediately replaced in an acceptable manner, without additional cost to the Owner's Representative.

3.11 LUBRICATION

- A. All equipment furnished, installed or connected under this division, shall be inspected for proper lubrication when connected and before operation of the equipment is begun.
- B. The Contractor for the work of this division shall be held responsible for any damage to equipment that is operated without having been properly lubricated or serviced.

3.12 USE OF PREMISES AND CLEANING

- A. Remove and dispose of all waste materials and rubbish due to all construction operations under the Contract, except as otherwise noted, and keep the building free from rubbish and dirt caused by his and/or his Sub-Contractors' employees.
 - 1. During the entire progress of the work, rubbish removal shall be made frequently so as to prevent any potential safety or health hazard.
- B. Upon completion of the work, remove all protection, paint, putty, and other stains from all fixtures and glass and leave the premises thoroughly broom cleaned.

3.13 CUTTING, ALTERING AND PATCHING

- A. Provide all cutting, chasing, drilling, altering and rough patching required for the work of this division.
- B. Do all shoring, bracing, cutting, patching, piecing out, filling in, repairing and refinishing of all present work as made necessary by the alteration and the installation of new work.
- C. All holes and openings occurring in the existing floors after equipment, partitions, floors, steel work, conduits and pipes are removed or installed shall be closed up with materials similar to the adjacent work.
- D. The size and location of items requiring an opening, chase or other provisions to receive it shall be given by the trade requiring same in ample time to avoid undue cutting of any new work to be installed. These provisions shall not relieve the Contractor from keeping other trades informed as to the required opening, chases, etc., nor from responsibility for the correctness thereof, nor for cutting and repairing after the new work is in place.
- E. Include all cutting, repairing and patching in connection with the work that may be required to make the several parts come together properly and fit it to receive or be received by the work of other trades, on the drawings and/or specified, or reasonably implied by the drawings and specifications.
- F. All repairing, patching, piecing-out, filling-in, restoring and refinishing shall be neatly done by mechanics skilled in their trade to leave same in condition satisfactory to the Owner's Representative.

- G. Materials and their methods of application for patching shall as a minimum, comply with applicable requirements of the specifications.
 - 1. Materials and workmanship not covered by the specifications and items of work exposed to view adjoining existing work to remain shall conform to similar materials and workmanship existing in or adjacent to the spaces to be altered.
- G. Cutting, repairing and patching shall include all items shown on the drawings, specified in the specifications or required by the installation of new work or the removal of existing work.
- H. Remove partitions, walls, suspended ceilings, etc., as necessary to perform the required alterations or new construction work.
 - 1. Avoid damage to construction and finishes that are to remain.
- I. Protect and be responsible for the existing building, facilities and improvements if any.
 - 1. Any disturbance or damage to the work, the existing building, and improvements, or any impairments of facilities resulting from the construction operations, shall be promptly rectified, with the disturbed, damaged, or impaired work, restored, repaired or replaced at no extra cost.
- J. All alterations to the existing work shall be restored to a condition satisfactory to the Owner's Representative.
- K. All holes in masonry floors and walls are to be core drilled.
- L. Disturbed concrete and /or cement floor areas shall be patched with approved type latex mortar.
 - 1. When cement mortar is used for patching, the surfaces shall be depressed a minimum depth of one inch (1").
- M. Reinstall all weather protection work in waterproof manner.
- N. Openings in roofs:
 - 1. Openings in roofs shall be kept properly plugged and caulked at all times, except when being worked on, to preclude the possibility of flooding or other damage due to storms or other causes. After completion of work, openings shall be permanently sealed.
- O. Temporary openings:
 - 1. All temporary openings cut in walls, floors or ceilings for pipe or duct work shall be closed off with non-combustible material except when mechanics are actually working at the particular opening.

3.14 CONTRACTOR REQUESTED FIELD OBSERVATIONS

- A. During the course of, and at stages appropriate to the progress of construction, the Contractor or Owner's Representative may request periodic field observations of the design professionals. If the field observation is at the request of the Contractor or the Owner's Representative, the Contractor shall provide all necessary ladders, scaffolding, lifts, safety harnesses or other equipment in order for the Owner's Representative to safely and adequately perform the requested observations.
 - 1. Requests for observations shall be made a minimum of seven (7) days in advance of the requested date of observation.
 - 2. All equipment, ladders, lifts, safety nets, scaffolding, etc., shall be provided and in place for the use of the Owner's Representative.
 - 3. All equipment panel covers, electrical panels, or other equipment shall be opened by the Contractor for viewing by the Owner's Representative.
 - 4. The Contractor shall make available a mechanic or technician of that field in order to

answer questions of the designer, make any and all adjustments and/or corrections and to assist the Owner's Representative.

3.15 SPARE PARTS

- A. Refer to individual specification sections for exact number and requirements for each item provided under this Project.
- B. In general:
 - a. Provide one (1) set of spare belts at each belt driven piece of equipment.
 - a. Contractor shall adjust all belts at the Request for Substantial Completion and at 45 days after Substantial Completion has been awarded.
 - b. Provide one (1) set of spare pump seals at each pump.
 - c. Provide one (1) set of spare keys for all lockable cabinets, control panels, access panels, etc.
 - d. Replace air compressor filters at Substantial Completion.
 - a. Provide one (1) set of spare air compressor filters at completion of project.
 - e. Provide touch-up paints for equipment.
- C. Provide spare items (batteries, motors, sprinkler heads, valve stem packing, operating keys, water treatment chemicals, lubricant, etc.) for equipment spares specifically so indicated in individual specification sections or on Drawings.

END OF SECTION 15001

SECTION 15310 - FIRE PROTECTION PIPING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Pipe, fittings, valves, covers, and connections for combination sprinkler and standpipe systems including exterior piping systems.

1.2 RELATED SECTIONS

- A. Division 9, Section - "Painting": Preparation and painting of fire protection piping systems.
- B. Division 2, Section - "Excavation, Filling and Grading" for further specific trenching and backfilling requirements.
- C. Division 15, Section - "Mechanical General Provisions"
- D. Division 15, Section 15325 - "Sprinkler Systems"

1.3 REFERENCES

- A. ASTM A351, A743, A744 Stainless Steel Fittings
- B. ASTM A312 Stainless Steel Pipe
- C. AWWA C110 - Ductile Iron and Gray Iron Fittings.
- D. AWWA C151 - Ductile Iron Pipe, Centrifugally Cast.
- E. NFPA 13 - Installation of Sprinkler Systems.
- F. NFPA 24 - Installation of Private Fire Service Mains and Their Appurtenances.
- G. UL - Fire Resistance Directory.
- H. UL 262 - Gate Valves for Fire-Protection Service.
- I. UL 312 - Check Valves for Fire-Protection Service.
- J. UL 405 - Fire Department Connections.

1.4 SUBMITTALS FOR REVIEW

- A. Section - "Submittal Procedures": Procedures for submittals.
- B. Product Data: Provide manufacturers catalogue information. Indicate valve data and ratings.
- C. Shop Drawings: Indicate pipe materials used, jointing methods, supports, floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.

1.5 SUBMITTALS AT PROJECT CLOSEOUT

- A. Section - "Closeout Submittals": Record actual locations of components and tag numbering.

- B. Operation and Maintenance Data: Include installation instructions and spare parts lists.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section and shall be licensed to perform sprinkler work in the State of Louisiana.

1.7 REGULATORY REQUIREMENTS

- A. Conform as a minimum to UL and FM.
- B. Sprinkler Systems: As a minimum, conform work to NFPA 13.
- C. Welding Materials and Procedures: Conform to ASME Code and AWS D10.9.
- D. Valves: Bear UL and/or FM label or marking. Provide manufacturer's name and pressure rating marked on valve body.
- E. Products Requiring Electrical Connection: Listed and classified as suitable for the purpose specified and indicated.

1.8 DELIVERY, STORAGE, AND PROTECTION

- A. Refer to Division 1, Section -"Temporary Facilities & Controls": Transport, handle, store, and protect products.
- B. Deliver and store valves in shipping containers, with labeling in place.
- C. Provide temporary protective coating on cast iron and steel valves.
- D. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- E. Store all materials a minimum of 12" above grade when stored in exterior environment, 6" when stored on slab. Do not allow materials to contact ground. Provide end caps on all piping to prevent dirt or other construction debris from entering piping while stored.

1.9 EXTRA MATERIALS

- A. Provide two sets of valve stem packings for each size and type of valve installed.

PART 2 - PRODUCTS

2.1 BACKFLOW PREVENTOR ASSEMBLY

- A. Backflow Preventors:
 - 1. Provide Reduced Pressure Principal or Double Check Assembly as required by local governing authority and at a location approved by the Authority Having Jurisdiction.
 - 2. Enclose backflow assembly in a heated enclosure.
- B. Heated Valve Assembly Enclosure
 - 1. Provide factory assembled, heated, backflow preventor assembly enclosure.
 - a. Acceptable Manufacturers

- 1) Hot Box
 - 2) Safe - T - Cover
 - 3) Aquashield
2. Provide insulated valve enclosure on all above ground exposed fire protection piping. Insulate fire protection piping which is NOT located in heated valve box assembly.
 3. Insulation shall be polyisocyanurate foam sprayed in place with a minimum of 1-inch thickness average coverage.
 - a. Dimensional stability shall be less than 2% linear shrinkage.
 - b. Compressive strength shall be 20 psi or greater.
 - c. Flame spread rating shall not exceed 25.
 4. Enclosure shall be of aluminum.
 5. Structural components shall be of aluminum.
 6. Multi-sectional enclosures shall be fitted together with overlapping "tongue & groove" joints.
 7. The enclosure shall be securely attached to a concrete base with anchor brackets installed on the interior of the enclosure, through the flange base of the enclosure itself or through a stainless steel anchor hinge.
 8. Access panels shall be provided to allow access for operations and inspections without the removal of the entire enclosure.
 9. Heating equipment shall be furnished by the enclosure manufacturer to maintain a temperature of 40 deg F with an outside temperature of (-) 10 deg. F.
 - a. Factory assemble heater shall be ETL, UL, or CSA certified.
 - b. Heating equipment shall be installed above the level of the backflow equipment.
 - c. Electrical power source shall be GFI protected, with a minimum of 18" clearance from the receptacle base to the top of slab.

2.2 HEAT TRACE CABLE ASSEMBLY

A. Heat Trace Cable:

1. Exposed exterior system piping shall be insulated in accordance with Section 15250 - "Mechanical Insulation" and heat traced.
 - a. Heat trace tape shall be UL 515 Listed for fire line applications.
 - b. Heat trace tape shall be installed and then insulated. Provide applicable power kits and end strips and manufacturer's listed controller.
 - 1) Heat Trace Manufacturers:
 - a) Chromalox Incorporated SRL Cable

2.3 BURIED PIPING

A. PVC Pipe (On exterior of building) - ASTM - D2241; AWWA - C-900, Class 150-DR-18.

1. Fittings - AWWA C110.
2. Joints - ASTM F-477; AWWA C-111.
3. Mechanical Couplings - Shaped composition sealing gasket, stainless steel bolts, nuts and washers.

B. Refer to Division 2, Section - "Excavation, Filling and Grading" for further specific trenching and backfilling requirements.

2.4 ABOVE GROUND PIPING

A. General: Refer to PART 3 - Article 3.2 "PIPE APPLICATIONS" or on individual plan sheets for identification and type of piping where the below materials are used.

1. All above ground wet system fire protection piping located within non-heated enclosures shall be insulated.
- B. Stainless Steel Pipe: ASTM A53; ASTM A135; ASTM A795; Schedule 40, black and galvanized.
1. Stainless Steel Fittings: ASTM A351, A743, A744
 2. Mechanical Roll Grooved Couplings (Cut grooves not acceptable): Stainless iron housing clamps to engage and lock, "C" shaped elastomeric sealing gasket, stainless steel bolts, nuts, and washers.
 - a. Listed for dry or wet pipe use.
 - b. Grooves shall be rolled (cut grooves not allowed).
 3. Mechanical Tees are not acceptable for use.

2.5 PIPE HANGERS AND SUPPORTS

- A. Conform to the General Requirements of NFPA 13 and NFPA 14 and the additional design and installation requirements as listed below:
1. Provide hangers and vertical piping restraints within 12 inches on all sprinkler drops at end of branch where system pressure exceeds 100 psig in accordance with NFPA 13.
 2. Provide hangers within 12 inches of each turn of direction (horizontal elbow) in sprinkler piping.
 3. Powder- driven Studs are not acceptable.
 4. Prime coat all sprinkler pipe hangers where indicated in Part 3 - "Execution"
 5. Hangers for Pipe Sizes 1 to 8 Inch: Provide Stainless steel, Stainless steel, adjustable swivel, split ring hangers..
 6. Vertical Support: Steel riser clamps.
 7. Floor Support: Stainless adjustable pipe saddles, lock nut, nipple, floor flange, and concrete pier or steel support.

2.6 FIRE PROTECTION GATE VALVES

- A. Up to and including 2 Inches:
1. Manufacturers:

a.	Nibco	Model T-104-O.
b.	Kennedy	Model C 509
c.	Stockham	Model B-133.
 2. Bronze body, bronze trim, rising stem, handwheel, solid wedge or disc, threaded ends.

2.7 BALL VALVES

- A. Up to and including 2 Inches (Ball valves are not to be used over 2 inches):
1. Manufacturers:
 - a. NIBCO KG-505-W-8
 - b. Victaulic Series 728
 2. Bronze two piece body, brass, full port, chrome plated bronze, or stainless steel ball, teflon seats and stuffing box ring, lever handle and balancing stops, threaded ends. 300 psi pressure rated.

2.8 BUTTERFLY VALVES

A. Cast or Ductile Iron Body:

1. Manufacturers:
 - a. Kennedy Fig. O1G
 - b. Victaulic Series 705W
2. Cast or ductile iron, chrome or nickel plated ductile iron or aluminum bronze disc, resilient replaceable EPDM seat, wafer, lug, or grooved ends, extended neck, handwheel and gear drive and integral indicating device , and internal tamper switch rated 10 amp at 115 volt AC.

2.9 CHECK VALVES

A. Up to and including 2 Inches:

1. Manufacturers:
 - a. Nibco Model KT403W
2. Bronze body and swing disc, rubber seat, threaded ends.

B. Over 2 Inches:

1. Manufacturers:
 - a. Nibco Model G917-W
 - b. Victaulic Series 717
2. Iron body, bronze trim, swing check with rubber disc, renewable disc and seat, flanged ends with automatic ball check. 250 psi pressure rated

2.10 DRAIN VALVES

A. Compression Stop:

1. Manufacturers:
 - a. Nibco Model T301-W
2. Bronze with hose thread nipple and cap.

2.11 BACKFLOW PREVENTER VALVE ASSEMBLY

A. Manufacturer

1. Apollo
 - a. Apollo Valves DCDALF 4An Series with by-pass meter, bypass double check valve assembly, Butterfly Valves and tamper switches
2. Wilkins
 - a. Model 350 ASTDA with by-pass meter, bypass double check valve assembly Butterfly Valves and tamper switches

PART 3 - EXECUTION

3.1 PREPARATION

A. Ream pipe and tube ends.

1. Remove burrs.
2. Bevel plain end ferrous pipe.
3. Remove scale and foreign material, from inside and outside, before assembly.
4. Prepare piping connections to equipment with flanges or unions.

3.2 PIPE APPLICATIONS

- A. Underground Pipe: Listed CL 900 DR 18 PVC pipe and ductile iron fittings, 150 lb working pressure. Refer to Division 2, Section - "Excavation, Filling and Grading" for further specific trenching and backfilling requirements.
1. Depth of Bury:
 - a. Minimum 36 inches depth of bury from top of pipe to finished grade in accordance with NFPA 24.
 - 1) Provide pipe tape markers and # 12 copper trace wire over entire length of pipe.
 - b. Minimum 42 inches depth of bury under driveways, slabs, parking lots, etc., in accordance with NFPA 24.
 - 1) Provide pipe tape markers and # 12 copper trace wire over entire length of pipe.
- B. Above Ground Pipe: Provide piping in accordance with the following schedule of systems:
1. Sprinkler pipe (dry pipe systems 1 1/4 inches and below): Schedule 40, hot dipped galvanized steel pipe with Hot dipped galvanized screwed fittings (note: electro plating not allowed)
 2. Sprinkler pipe (dry pipe systems - 1 1/2 thru 5 inches): Hot Dipped Galvanized Schedule 40 steel pipe with rolled grooves and hot dipped galvanized rolled grooved fittings
 3. Sprinkler pipe (dry pipe systems -6 inches and larger): Hot Dipped Galvanized Schedule 10 steel pipe with rolled grooves and hot dipped galvanized rolled grooved fittings
 4. Air compressor lines: Schedule 40 stainless steel pipe - screwed fittings
 5. Drain lines: Schedule 40 galvanized steel pipe - screwed fittings

* all exposed sprinkler pipe where indicated to be painted shall be properly prepared for painting

3.3 INSTALLATION

- A. Heated Backflow Prevention Device enclosure shall be assembled and mounted on concrete pad in accordance with the manufacturer's published installation instructions.
1. Enclosure shall be installed plumb, level, and square.
- B. Install piping in accordance with NFPA 13 for Sprinkler Systems and NFPA 24 for service mains. Refer to Division 2, Section - "Excavation, Filling and Grading" for further specific trenching and backfilling requirements.
- C. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.
- D. Install piping to conserve building space, to not interfere with use of space and other work.
- E. Group piping whenever practical at common elevations.
- F. Sleeve pipes passing through partitions, walls, and floors.
- G. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- H. Pipe Hangers and Supports:

1. Install in accordance with NFPA 13 except where specifically indicated in order to raise the minimum standards set by NFPA.
 2. Install hangers to provide minimum ½ inch space between finished covering and adjacent work.
 3. Place hangers within 12 inches of each horizontal elbow.
 4. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
 5. Support vertical piping at every floor. Support riser piping independently of connected horizontal piping.
 6. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
 7. Prime coat exposed steel hangers and supports or provide factory primed hangers and supports. Refer to Section - "Painting". Hangers and supports located in areas not generally in view of the general public including crawl spaces, pipe shafts, and above suspended ceiling spaces are not considered exposed.
- I. Electrical Service to Fire Protection Systems:
1. Except for high voltage electrical service to fire pumps, jockey pumps, and pump controllers, if electrical circuits or services are required for the operation of the fire protection system(s) at a location selected by sprinkler designer, the sprinkler contractor shall coordinate the location and placement of required electrical circuit(s) with the electrical sub-contractor. It is the responsibility of the sprinkler contractor to coordinate the number, size, type, and location of electrical circuits in the field with other trades. The fire protection contractor shall be responsible for providing and/or paying for all costs associated with providing electrical service for his equipment prior to bidding.
- J. Drains:
1. Where sanitary sewer drains, storm drains, hub drains, floor drains, etc., are required for the draining of fire protection systems at a location indicated or selected by the sprinkler designer, the sprinkler contractor shall coordinate the location and placement of required drains with the plumbing sub-contractor. It is the responsibility of the sprinkler contractor to coordinate the number, type, and location of drains in field with other trades. Contractor shall be responsible for covering all costs associated with providing for and/or paying for drainage piping for his equipment prior to bidding.
- K. Slope piping and arrange systems to drain at low points.
1. Use eccentric reducers to maintain top of pipe level.
- L. Do not penetrate building structural members unless indicated.
- M. Provide sleeves when penetrating building footings, floors and walls. Seal pipe and sleeve penetrations to achieve fire resistance rating equivalent to fire separation required.
- N. When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.
- O. Die cut threaded joints with full cut standard taper pipe threads with red lead and linseed oil or other non-toxic joint compound applied to male threads only.
- P. Install valves with stems upright or horizontal, not inverted. Remove protective coatings after

installation.

1. Provide gate or butterfly valves for shut-off or isolating service.
2. Provide drain valves at main shut-off valves, low points of piping and apparatus.

3.4 TRAINING & DEMONSTRATION

A. Demonstration Services: Arrange and pay for a factory-authorized service representative to train Owner's maintenance personnel on the following:

1. Procedures and schedules related to start-up and shut down, troubleshooting, servicing, preventative maintenance, and how to obtain replacement parts.
2. Familiarization with contents of Operating and Maintenance Manuals specified in Division 1, Section - "Closeout Submittals" and Division 15, Section - "Basic Mechanical Materials & Methods."
3. Provide Service Manuals for each sprinkler system specified.

B. Provide three (3) hours of factory authorized training and demonstration.

1. Refer to Section - "Mechanical General Provisions" for video taping requirements.
2. Schedule training with a minimum of seven (7) days notice to Owner's Representative.

END OF SECTION 15310

SECTION 15325 - SPRINKLER SYSTEMS

PART 1 - GENERAL

1.1 REQUIRED PRE-BID FLOW TESTS

- A. Prior to submitting a bid, the Sprinkler Contractor shall perform a flow test utilizing the nearest municipal fire hydrant(s) at the Project site in order to substantiate the basis of the Contractor's design. The flow test shall be performed using gauges which have been calibrated within twelve (12) months of the flow test. The flow test shall be performed in accordance with the recommendations included in NFPA 291.
 - 1. The Contractor shall utilize a five (5) psig reduction/safety factor in the field flow test data (static & residual) and a ten (10) percent reduction/safety factor in the flow in GPM obtained during the flow test for the basis of design in order to calculate and/or perform a hydraulic analysis of the proposed system.
- B. All flow test data shall be performed by the Contractor at no cost to Owner.
 - 1. Contractor shall notify the Owner's Representative a minimum of seven (7) days prior to flow tests being performed.
 - 2. Owner's Representative shall witness all flow tests.
 - 3. Provide a report to Owner's Representative stating location, time and duration of test.

1.2 SECTION INCLUDES

- A. Dry-pipe sprinkler systems. Note!: The utilization of glycol anti-freeze wet-pipe sprinkler systems for freeze protection is not allowed!
- B. Sprinkler system design, installation, and certification including site work and insurances.
- C. Fire department connections.

1.3 RELATED SECTIONS

- A. Division 2, Section - "Excavation, Filling and Grading"
- B. Division 15, Section - "Mechanical General Provisions"
- C. Division 15, Section 15310 - "Fire Protection Piping"

1.4 REFERENCES

- A. NFPA 13 - Installation of Sprinkler Systems.
- B. FM - Factory Mutual Approval Guide.
- C. NFPA 70 - National Electrical Code.
- D. UL - Fire Resistance Directory.
- E. UL 199 - Automatic Sprinklers.

F. Warnock Hersey - Certification Listings.

1.5 SYSTEM DESCRIPTION

- A. The sprinkler system is to provide coverage for the entire pier and heated/insulated valve enclosure.
1. Note: It is not the intent of this specification to design or to construct the sprinkler system in accordance with the "minimum" design criteria allowed by the applicable codes. Where indicated, certain areas, specific equipment or methods may exceed the "minimum" criteria required by applicable codes. Refer to Section - "Mechanical General Provisions", Article 1.3 - "Compliance with National & Local Code Requirements."
 2. The contractor shall refer to both plans and specifications in order to accomplish the design intent.
- B. Provide a system designed in accordance with NFPA 13 for Light hazard, Ordinary hazard, Group 1, Ordinary hazard, Group 2, or other hazard classification as indicated on the various plan sheet.
- C. Interface the sprinkler system with the building Fire and Smoke Alarm Systems and Smoke Evacuation systems. Coordinate electrical power requirements or control interfaces with the various sub-contractors.
- D. Provide fire department connections where indicated. Coordinate thread patterns with the local fire department serving the site.

1.6 ELECTRICAL REQUIREMENTS

- A. Note: It is the intent of this section that prior to bidding, the fire protection contractor shall coordinate and either provide, or pay to provide, all of the minor electrical power and control services, circuits, wiring and conduit required for the fire protection equipment.
- B. It is not the intent of this section that the fire protection contractor provide or pay for the necessary electrical service to the emergency fire pump, jockey pump, controllers or associated wiring and conduit required to connect fire protection devices (such as limit switches, flow switches, tamper switches, etc.) to the fire alarm system. Other coordination issues and requirements between sub-contractors however, remain.

1.7 PLUMBING REQUIREMENTS

- A. Sprinkler Drains: "Note" - Where sewer or storm drains are required for any component of the sprinkler system the sprinkler contractor shall provide such drains as required to prevent spillage of water onto or within the building. Contractor shall coordinate with other trades and pay for and/or provide at the point of discharge, all floor drains, hub drains, catch basins, etc., needed for the maintenance and draining of the sprinkler system.

1.8 SUBMITTALS FOR REVIEW

- A. Refer to Division 1, Section - "Submittal Procedures": for full submittal requirements.
- B. Product Data: Provide data on all system components including fire pumps (if applicable), pipes, sprinklers, valves, flow switches, pressure reducing devices, meters, and other specialties, including manufacturers catalog information. Submit performance ratings, rough-

in details, weights, support requirements, and piping connections. Contractor shall submit a minimum of one (1) printed set of shop drawings, hydraulic calculations, and equipment cut sheets to the Architect/Engineer for review. Architect/Engineer will review the submittal, and if it is found to be acceptable for submittal to the State Fire Marshals office for review, the Architect/Engineer will stamp it with their shop drawing review stamp. This stamped submittal will be scanned and a "PDF" copy will be E-mailed to the contractor for electronic submittal to the State Fire Marshall for review. Contractor shall be responsible for all fees and costs as may be required for final acceptance of system(s) by all Authorities Having Jurisdiction.

C. Shop Drawings: Submittal to the State Fire Marshal shall occur after Contractor has obtained a "No Exception Taken", or "Appears to Comply" comment on the System Shop Drawings from the Architect/Engineer. No payment will be made to the contractor for any automatic sprinkler system work until submittal is forwarded to the AHJ for approval.

1. Provide State Fire Marshal "Plan Review Application" with submittal. Provide project name, project address, occupancy and owner on application. Drawings shall include "Preparer of Shop Drawings" indicated on each sheet.
2. Drawing shall be legible and drawn to a scale suitable for proper definition and clarity. In no case shall the scale be less than 1/8" = 1'- 0". Indicate partitions or small enclosures in which no sprinklers are to be installed. Provide graphic representation of the scale used on all plans.
3. The submittal shall include a list of all materials and components, to be installed on the project, by manufacturer, model number, and size. Contractor shall include quantity of each..
4. Provide the number of sprinklers on each riser per floor.
5. Provide the total number of sprinklers on each dry pipe system, pre-action system, combined dry pipe pre-action system, or deluge system.
6. Provide the approximate capacity in gallons of each dry pipe system.
7. Provide the location and electrical characteristics of all air compressors, pre-action cabinets, and any and all other components which require electrical services.
8. Provide type of fittings and joints and location of all welds and bends. The contractor shall specify on the drawing any sections to be shop welded and the type of fittings or formations to be used.
9. Indicate piping provisions for flushing.
10. Provide kind, type and location of alarm bells.
11. Provide size, location, of hose outlets, hand hose, and related equipment if used. The hydraulic reference point shown on plans shall correspond with comparable reference points on the hydraulic calculation sheets.
12. Provide full height cross section of building or schematic diagram.
13. Provide the occupancy class or each area or room identified.
14. All sprinklers shall be identified by make, type, orifice size, temperature rating, thermal sensitivity including if applicable, all existing heads affecting the submitted scope of work.
15. For large storage areas, provide the storage height, method of storage, description of commodities, etc. If the project is a specialized storage design, provide a complete design statement denoting the methodology for arriving at the project area/densities.
16. All piping shall be identified by size, type, inside diameter, and schedule.
17. Submit layout of finished ceiling areas indicating sprinkler head locations and type, fully coordinated with ceiling installation. Provide ceiling information such as heights, architectural profiles, (vaults, coffers, furrings, etc.), construction assembly, (combustible ceiling or framing, significant combustibles in ceiling cavity, etc.).

18. Provide sprinkler obstructions denoted (suspended light fixtures, duct work, fire alarm strobes, fire alarm horns, speakers, motion detectors, or other architectural items.)
19. Show all HVAC openings and all ductwork over 48" in width/height.
20. Indicate the method of maintaining the sprinkler system at or above 40 deg F. Describe all unheated applicable areas and explain the methodology of all sizes, types, locations, etc. of freeze protection devices.
21. Graphically highlight each hydraulic area (perimeter dashed lines, etc.) title each area on the plans with matching title on each calculation sheet.
22. Provide the locations and ratings of fire walls, unprotected vertical openings, and other assemblies affecting sprinkler design.
23. Provide a site plan showing location and size of city mains at street, denoting dead end or circulating or denote private supply system.
24. Provide the total area protected by each system on each floor.
25. Provide and indicate the location, type, and listing of each pipe hanger.
26. Provide the underground pipe size, length, location, type, point of connection to city main, bury depth, thrust blocks, and all appurtenances (valve types, water meters, backflow preventors, valve pits, etc.) with appropriate back-up data sheets denoting manufacturer's fire protection equipment listing and friction/pressure loss for each device.
27. Provide all hydraulic nameplate information.
28. Hydraulic reference points shall coordinate between the drawings and calculations.
29. Provide the setting for pressure reducing devices denoted.
30. Submit hydraulic calculations, building sections, site plan indicating piping layout, detailed building piping layouts, hangers and supports locations, sprinklers, components and accessories. Indicate system controls.

D. Hydraulic Calculations:

1. Verify that the water supply, test location, date (must be 4 months current) of peak demand time (or calculated adjustment) and account for test elevations at calculations. Reduce the static and residual pressures by 5 psig and calculate on this basis.
2. Verify the hazard classification (light, ordinary, special occupancy, etc.).
3. Verify the design criteria (density/sq. ft. over the hydraulic design area).
4. Verify the location of the design area calculated (most hydraulically demanding not always the most physically remote).
5. Verify the physical dimensions of the area calculated (design area shall not extend beyond the designated area served by each sprinkler). Sufficient length parallel to the branch lines or cross mains, as required.
6. Verify the densities (sprinklers flowing at or above minimum required flow rate).
7. Verify the pipe sizes, lengths, equivalent lengths of fittings, and flow paths (account for all pressure losses).
8. Verify the hose demand and provide the total quantity of water and the pressure required for hose streams both inside and outside.
9. Confirm that the system demand is at or less than the available water supply (include demand versus supply graph).
10. Sprinkler Drains: "Note" - Where drains are required for any component of the sprinkler system such as pre-action cabinets, standpipes, etc. the sprinkler contractor shall provide such drains as required to prevent spillage of water onto or within the building. Contractor shall coordinate with other trades and pay for and/or provide floor drains, hub drains, catch basins, etc. needed for the maintenance and draining of the sprinkler system.

11. Samples: Submit two samples of each style of sprinkler head specified. Submit shop drawings, product data, hydraulic calculations to Architect for submittal to the Office of State Fire Marshal. Contractor shall be responsible for all costs involved and revisions as may be required to obtain approval, submit seven (7) copies.

1.9 SUBMITTALS AT PROJECT CLOSEOUT

- A. Section - Project Record Documents: Record actual locations of sprinklers and deviations of piping from drawings. Indicate drain and test locations.
- B. Manufacturer's Certificate: Certify that system has been tested and meets or exceeds code requirements.
- C. Operation and Maintenance Data: Include components of system, servicing requirements, record drawings, inspection data, replacement part numbers and availability, and location and numbers of service depot.
- D. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.
- E. Provide a copy of NFPA 25 - "Standard for Inspection, Testing, and Maintenance of Water Based Fire Protection Systems."

1.10 QUALITY ASSURANCE

- A. Perform Work in accordance with NFPA 13. Maintain one copy on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- C. Installer Qualifications: Company specializing in performing the work of this section with minimum 5 years documented experience.
- D. Design system under direct supervision of a NICET III Certified Technician experienced in design of this work and licensed in the State of Louisiana. The Fire Protection contractor shall be licensed for fire protection work in the State of Louisiana.

1.11 REGULATORY REQUIREMENTS

- A. Conform to UL, FM.
- B. Perform Work in accordance with NFPA 13.
- C. Equipment and Components: Bear UL, FM, label or marking.
- D. Products Requiring Electrical Connection: Provide products that are listed and classified by Underwriters Laboratories Inc., or other testing firm acceptable to the authority having jurisdiction as suitable for the purpose specified and indicated.
- E. Fire Protection Contractor shall be licensed to perform fire protection systems design and installation in the State of Louisiana.

1.12 PRE-INSTALLATION MEETING

- A. Convene one week before starting work of this section.
 - 1. Provide seven (7) days advanced notice to Owner's Representative.

1.13 DELIVERY, STORAGE, AND PROTECTION

- A. Section - Product Requirements: Transport, handle, store, and protect products.
- B. Store products in shipping containers and maintain in place until installation. Provide temporary inlet and outlet caps. Maintain caps in place until installation.

1.14 EXTRA MATERIALS

- A. Provide extra sprinklers under provisions of NFPA 13.
- B. Provide suitable wrenches for each sprinkler type.
- C. Provide metal storage cabinet in location designated.

PART 2 - PRODUCTS

2.1 SPRINKLERS

- A. Exposed Area Type:
 - 1. Manufacturers:
 - a. Viking Microfast .Model Sin No. VK 338
 - b. Tyco TY-FRB SIN No. TY 8181
 - c. Reliable RA6524
 - 2. Type: Standard coverage Quick Response Upright type.
 - 3. Construction: Stainless Steel.
 - 4. Fusible Link: Glass bulb type temperature rated for specific area hazard.

2.2 PIPING SPECIALTIES

- A. Electric Horn Strobe (Weatherproof):
 - 1. Manufacturers
 - a. Potter Electric Model HS-24WR-WP
 - b. System Sensor Model P2RHK
 - 2. Electrically operated red horn/strobe.
- B. Fire Department Connections:
 - 1. Manufacturers:
 - a. Potter Roemer Model 5761
 - b. Guardian Model 6224
 - 2. Type: Free standing type brass with chrome plated finish.
 - 3. Outlets: Two (2)-way with thread size to suit fire department hardware; threaded dust cap and chain of matching material and finish.
 - 4. Drain: 3/4 inch automatic drip, outside.
 - 5. Label: "Auto. Sprinkler - Fire Department Connection".

- C. Supervisory Switches:
 - 1. Manufacturers
 - a. Potter Electric Model OSYSU-2, PCVS
 - b. System Sensor. Model OSY-2, PIBV2
- D. Test and Drain Valve
 - 1. Manufacturers
 - a. AGF Model 1000
 - b. Guardian Model 9210
- E. Dry Pipe Sprinkler Alarm Valve: Check type valve with divided seat ring, rubber face clapper to automatically actuate electric alarm, with tank mounted air compressor, test and drain valve.
 - 1. Manufacturers
 - a. Viking Model F-1, G-4000
 - b. Reliable Model EX
- F. Post Indicator Valve
 - 1. Manufacturers
 - a. Kennedy Style 2945-A
 - b. Nibco Model NIP-1AJ
- G. Alarm Pressure Switches:
 - 1. Manufacturers
 - a. Potter Electric Model PS10-2A
 - b. System Sensor Model EPS10-2
- H. High/Low Pressure Supervisory Switches:
 - 1. Manufacturers
 - a. Potter Electric Model PS40-2A
 - b. System Sensor Model EPS40-2
- I. Tank Mounted Air Compressors:
 - 1. Manufacturers
 - a. General Air Model LT900150
 - b. Jenny Model K15S-30UMS

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install in accordance with NFPA 13.
- B. Install equipment in accordance with manufacturers instructions.
- C. Install buried shut-off valves in valve box. Provide post indicator.

- D. Provide approved double detector check valve assembly at sprinkler system water source connection.
- E. Locate fire department connection with sufficient clearance from walls, obstructions, or adjacent siamese connectors to allow full swing of fire department wrench handle.
- F. Locate outside alarm gong on building wall as indicated.
- G. Place pipe runs to minimize obstruction to other work.
- H. Place piping in concealed spaces above finished ceilings.
- I. Apply masking tape or paper cover to ensure concealed sprinklers, cover plates, and sprinkler escutcheons do not receive field paint finish. Remove after painting. Replace painted sprinklers.
- J. Flush entire piping system of foreign matter.
- K. Install guards on sprinklers where indicated.
- L. Hydrostatically test entire system.
- M. Require test be witnessed by Fire Marshal and Architect.

3.2 INTERFACE WITH OTHER PRODUCTS

- A. Ensure required devices are installed and connected as required to fire alarm system.

3.3 TRAINING & DEMONSTRATION

- A. Demonstration Services: Arrange and pay for a factory-authorized service representative to train Owner's maintenance personnel on the following:
 1. Procedures and schedules related to start-up and shut down, troubleshooting, servicing, preventative maintenance, and how to obtain replacement parts.
 2. Familiarization with contents of Operating and Maintenance Manuals specified in Division 1, Section- "Closeout Submittals" and Division 15, Section - "Basic Mechanical Requirements."
 3. Provide Service Manuals for each sprinkler system specified.
- B. Provide three (3) hours of factory authorized training.
 1. Refer to Section - "Mechanical General Provisions" for video taping requirements.
 2. Provide seven (7) days advanced notice to Owner's Representative.

3.4 INSPECTIONS AND TESTS

- A. All fees, etc. for the installation, inspection, or construction of the work which are required by any authority and/or agencies having jurisdiction, shall be obtained and paid for by the contractor.
- B. All inspections, examination, and tests required shall be arranged and paid for by the contractor as necessary to obtain complete and final acceptance of the Fire Protection

System. The contractor shall deliver certificates of all such inspections to the Architect/Engineer.

- C. Maintenance Instructions to the Owners: After installation of this system is completed and before it is accepted by the owner, the sprinkler contractor shall instruct the maintenance personnel on the care and maintenance of this system. Included in these instructions shall be the following:
1. Two (2) original copies of NFPA 25 shall be furnished to the owner's maintenance personnel.
 2. Normal conditions of the sprinkler system.
 3. Weekly test of alarm valve.
 4. Weekly test of waterflow indicator.
 5. Semi-Annual test of alarm valve and water flow indicator.
 6. Abnormal conditions and corrections.
 7. Maintenance.
- D. After the above instruction has been completed, this contractor shall notify the Architect/Engineer by letter of such. This letter should state the name(s) of the individuals receiving instructions.

3.5 INSPECTIONS

- A. For a period of one (1) year after acceptance, this contractor shall make two (2) inspections on the sprinkler system. One shall be six (6) months after acceptance and the other one (1) year after acceptance. This contractor shall furnish the owner with all inspection certificates and shall "Green Tag" the system in accordance with the SFM requirements. After each inspection and furnish the architect with two copies of the inspection certificate. After one year, the owner shall be responsible for arranging for inspections by a qualified sprinkler contractor.

END OF SECTION 15325

SECTION 16001 - ELECTRICAL GENERAL PROVISIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions as appropriate, apply to the Work specified in this Section.
- B. Refer to all Electrical Divisions of the Specifications as well as the Specifications for the other various trades and materials and be thoroughly familiar with all provisions regarding electrical work.

1.2 BIDDING REQUIREMENTS AND RESPONSIBILITIES

- A. Prime bidder is responsible for all work, of all trades and sub-contractors bidding this project. It is the prime bidder's responsibility, prior to submitting a bid to ensure that sub-contractors coordinate all aspects of the work between trades, sub-contractors, etc. to the fullest extent possible.
- B. Prime bidder shall ensure that all sub-contractors, suppliers, equipment vendors, etc., obtain all necessary and pertinent contract document information pertaining to their work prior to the submission of a bid. Contractor shall realize that different sub-contractors may furnish equipment, accessories, devices, etc. necessary for a complete and working installation, that require provision of services by another sub-contractor or trade.
- C. Bidders of all or any portions of this section or division are required to review all contract documents including but not limited to Architectural drawings, Structural drawings, Mechanical drawings, Plumbing drawings, Electrical drawings, etc. to coordinate requirements and responsibilities with and through prime bidder.
- D. Bidders of all or any portions of this section or division, by furnishing a bid on a portion of the prime contract are indicating that they have received all contract documents and coordinated services provided under their portion of the work with the prime bidder; they are indicating that they have expressed any pertinent questions (which would result from a detailed, thorough review of the entire set of contract documents) to the prime bidder in accordance with the general provisions of the Specifications requirements, prior to bidding.
- E. All timely, pertinent, questions provided in writing prior to bids, in accordance with the general provisions of the Specifications requirements, will be clarified, defined, or otherwise explained in a written addendum and/or addendums prior to bids, in accordance with the general provisions of the Specifications requirements.
- F. It is not the intention of these contract documents to leave any issue relating to coordination between trades or sub-contractors vaguely defined. The intention is to define all issues, coordination matters, equipment requirements, sizes, routing, etc. to the satisfaction of the prime bidder, prior to receipt of bids.
- G. Bidders of all or any portions of this section or division, by virtue of the submission of a bid to the prime bidder, are indicating that they have reviewed the entire set of contract documents with due diligence and regard for the Owner's desire for a comprehensive and complete bid proposal; that they have expressed all concerns or questions requiring clarification on matters of coordination between trades and/or sub-contractors; that they have expressed any such concerns or questions in writing in accordance with contract document's General Provisions requirements.

- H. Prime bidders, by submission of a comprehensive bid on the project are indicating that the subcontractors selected in their bid have complied with all contract document's General Provisions requirements, that they have indicated in writing, prior to bidding, all questions or concerns requiring clarification and/or explanation and have documented any and all specific exclusions involving work that would generally be considered to be work of their trade. The prime bidder shall coordinate all work so that anything excluded by the bidder of all or any portions of this section or division, have been addressed prior to bids in one of the following manners:
1. The work has been confirmed, by the prime bidder, to be work of another trade or subcontractor whose proposal is also being accepted.
 2. Clarification of the matter has been made through the prime design professional via written addendum and is clearly and mutually understood by the prime bidder and the party raising the issue/question, or seeking clarification.
 3. The work has been accepted as the responsibility of the prime contractor directly.

1.3 MATERIAL AND EQUIPMENT

- A. The term "provide" when used in the Contract Documents includes all items necessary for the proper execution and completion of the work.
- B. Specific reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number, shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the Contractor, in such cases, may at his option use any article, device, product, material, fixture, form or type of construction which in the judgement of the Architect expressed in writing is equivalent to that specified.
- C. Coordinate and properly relate all work of this Division to building structure and work of all other trades.
- D. Visit premises and become thoroughly familiar with existing conditions; verify all dimensions in field. Advise Architect of any discrepancies prior to Bid Date in accordance with contract document's General Provisions.
- E. Do not rough-in for any item or equipment furnished by others or noted "Not in Contract" (NIC), without first receiving rough-in information or determining rough-in requirements from other trades and/or Architect.
- F. Provide storage and protection for all equipment and materials in accordance with requirements of contract document's General Provisions. Replace any equipment and materials damaged by improper handling, storage, or protection, at no additional cost to the Owner.
- G. Keep premises clean in accordance with requirements of contract document's General Provisions.

1.4 SUBSTITUTIONS

- A. Substitutions are allowed under La. R.S. 38:2291 and La R.S. 38:2292. Any requests for prior approval (as provided for under La. R.S. 38:2295) including any re-submitted data, shall be received by the Architect/Engineer a minimum of ten (10) working days prior to bid date. Submittals sent via facsimile and/or electronic mail will not be accepted. The Contractor shall recognize that it may be necessary to submit certain requests for prior approval sooner than the final date listed in the Instructions to Bidders, depending upon

the complexity and completeness of the submittal. If, in the opinion of the Architect/Engineer, there is neither sufficient time available nor adequate descriptive data attached to the submittal, the submittal will not be considered. Except as otherwise specified, materials and equipment shall be new and bear the approval label of the Underwriters Laboratories, Inc. for the type of installation required.

- B. Basis of design of systems is based on specific equipment for performance, size, shape, color, construction material, etc... If the use of other manufacturer's equipment, even though approved by Architect, involves additional cost due to space requirements, foundation requirements, increased mechanical or electrical services, the cost of such extra work shall be borne by the contractor. Even though a manufacturer's name appears in the Contract Documents as having acceptable equipment, his equipment shall be classified as being a substitute to the equipment originally designed for and named in the Contract Documents. Substitute equipment, materials, etc., will not be allowed to deviate from basis of design requirements.
- C. All requests for prior approval shall identify where proposed material matches or exceeds the performance of the equipment specified. In addition, such submittal shall also clearly identify all deficiencies compared to specified product. Submittal of general cut sheets will be returned rejected.

1.5 DRAWINGS AND SPECIFICATIONS

- A. The specific intent of these Contract Documents is to provide the various systems, equipment, etc. to the Owner complete and in a thoroughly calibrated and functional condition.
- B. The Drawings shall not be construed as shop drawings. In the event of a possible interference with piping or equipment of another trade, items requiring set grade and elevations shall have precedence over other items. Should any major interference develop, immediately notify the Architect.
- C. In laying out Work, refer to mechanical, electrical, structural, and architectural drawings at all times in order to avoid interference and undue delays in the progress of the Work.

1.6 CODES AND REGULATIONS

- A. Work shall be in full accord with the LA State Sanitary Code, 2017 N.E.C. (NFPA 70), local ordinances, building codes, and other applicable national, state, and local regulations.
- B. Equipment shall conform to requirements and recommendations of the National Bureau of Fire Underwriters and National Fire Protection Association (NFPA).
- C. Items provided under this Division shall comply with the American National Standards Institute (ANSI) "Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People," ANSI A 117.1, and the Americans with Disabilities Act (A.D.A.).
- D. Work called for in these Plans and Specifications shall be executed by competent workmen.
- E. In the possible event of conflict between codes or regulations and Contract Documents, notify the Architect/Engineer immediately.
- F. The drawings show approximate locations only of feeders, branch circuits, outlets, etc., except where specific routing or dimensions are indicated. The Architect reserves the right

to make reasonable changes in locations indicated, before roughing-in, without additional cost to the Owner.

- G. Because of the small scale of the drawings, it is not possible to indicate all of the offsets, fittings, and accessories required. The Contractor shall investigate the structural and finish conditions affecting his work and shall arrange such work accordingly, fittings, bends, junction boxes, pull boxes, access panels, and accessories required to meet such conditions at no additional costs to the Owner.

1.7 FEES, PERMITS, AND TAXES

- A. Obtain and pay for permits required for the Work of this Division. Pay fees in connection therewith, including necessary inspection fees.
- B. Pay any and all taxes levied for Work of this Division, including municipal and/or state sales tax where applicable.

1.8 MANUFACTURER'S DIRECTIONS

- A. Install and operate equipment and material in strict accord with manufacturer's installation and operating instructions. The manufacturer's instructions shall become part of the Contract Documents and shall supplement Drawings and Specifications.

1.9 SUBMITTAL DATA

- A. Submit shop drawings, project data, and samples in accordance with requirements of the General Provisions of the contract documents. Submittals shall be received no later than thirty (30) consecutive calendar days from effective date of "Notice to Proceed".
- B. Shop drawings shall consist of published ratings or capacity data, detailed construction drawings for fabricated items, wiring and control diagrams, performance curves, installation instructions, manufacturer's installation drawings, and other pertinent data. Submit drawings showing revisions to equipment layouts due to use of alternate or substitute equipment.
- C. Where manufacturers and suppliers of equipment, materials, etc. are unable to fully comply with Contract Document basis of design requirements, specifically call such deviations to attention of Architect/Engineer on submittals. Typed deviations on a separate sheet; underlined statements or notations on standard brochures, equipment fly sheets, etc. will not be accepted. Submittals shall clearly indicate where material submitted meets and/or exceeds the performance criteria of the equipment used as the basis of design of the project. Failure to note compliance with the basis of design material/equipment shall result in rejection of submittals.
- D. Approval of submittals shall not relieve Contractor from furnishing required quantities and verifying dimensions. In addition, approval shall not waive original intent of Contract Documents.
- E. Failure to obtain written approval of equipment shall be considered sufficient grounds for rejection of said equipment regardless of the stage of completion of the project.
- F. Contractor shall submit Submittals/Shop Drawings on all equipment listed below. In addition, contractor shall refer to subsequent sections of the Electrical portion of the specifications for additional shop drawing submittal requirements.
 - 1. Lighting Fixtures and Poles

2. Electrical Gear (Panelboards, Safety Switches and Circuit Breakers). This includes Short-Circuit Study, Coordination Study and Arc-Flash Study.
 3. Receptacles
 4. Toggle Switches
 5. Wiring Device Box Support Brackets
 6. Photocells
 7. Cover Plates
 8. Pull Boxes
 9. Wire
 10. Occupancy/Motion Sensors
 11. Video Surveillance System
- G. Shop Drawings/submittals shall be submitted in individual books as grouped together and stated below and shall be submitted simultaneously. Electrical gear shop drawings shall not be submitted until approval is obtained for all HVAC and plumbing equipment. Prior to submission of electrical gear shop drawings, contractor shall obtain a copy of the approved mechanical and plumbing submittals. Any modifications required to be made to the electrical gear due to changes in electrical requirements (increases and/or decreases) of the mechanical and plumbing equipment shall be clearly notated in the electrical gear submittals.
1. Light Fixtures, Lamps, Occupancy/Motion Sensors, Poles, Photocells
 2. Electrical Gear, Overcurrent Protective Device Studies
 3. Dimmer Switches, Receptacles, Toggle Switches, Cover Plates, Device Box Support Brackets, Pull Boxes
 4. Video Surveillance System

1.10 PROJECT COORDINATION

- A. Refer to applicable Electrical Specification Sections for products work of this Division.
- B. Refer to all plumbing, mechanical and fire protections specifications sections for related products affecting work of these electrical sections.
- C. Coordinate handling of all products, materials, etc., through the Contractor. Coordinate space, access, clearances, etc., through the Contractor prior to preparation of shop drawing submittal.
- D. The Contractor is herein cautioned to note that the work involved is a complicated renovation and a new addition project requiring continuous owner occupancy. The Contractor should review the phasing plans/descriptions and visit the project site to determine existing conditions. The Contractor will be held responsible for allowing for these conditions in his bid.

1.11 SERVICE CONTINUITY

- A. At all times during the construction of the project, electric service shall be maintained to all portions of the site and existing facility, except with prior written approval from the Architect/Engineer of interruptions. It shall be the responsibility of the contractor to provide, install and maintain (fuel included) any required rental generators to accomplish said task. Any required interruptions of electric service due to work being performed under this Contract shall be scheduled in writing a minimum of forty-eight (48) hours in advance after consultation with the Architect/Engineer and the Owner, and shall occur when permitted by the Architect/Engineer. The Contractor shall be responsible for any overtime pay required to meet these requirements, at no additional cost to the Owner.

1.12 VALUE ENGINEERING (V/E):

- A. While it may be in the Owner's interest to consider the first cost money saving that may be generated via alternatives and options generated via participation in Value Engineering, contractor shall realize that substantive offers of Value Engineering (V/E), if accepted by the Owner, constitute a design-build agreement (offer and acceptance) with the owner, and drastically change the design concept of the project, as developed by the Professional of Record identified on the Contract Documents.
- B. Should contractor offer, and the owner accept value engineering options that alter aspects of the system design, equipment, performance and/or performance verification or monitoring of respective systems, the contractor shall provide duly licensed professional engineering consultants working on behalf of the contractor (including sub-contractors and equipment vendors/manufacturers) to review, approve and take professional responsibility for performance and suitability of V/E hybrid systems, materials or operational changes related to respective V/E items. The contractor's licensed professional engineering consultants and the contractor assume any and all responsibility for the design and suitability in terms of performance, of hybrid systems installed, as contractor's Professional of Record, absolving the original project Professional of Record (identified on the original Contract Documents, released for the original project Bid/Negotiation) from responsibility for the V/E hybrid systems portion of the work.
- C. The contractor, via the offer and acceptance of value engineering items on the project agrees to provide professional engineering design services and take full and complete responsibility for the hybrid design. Further, the contractor's (V/E Items) professional of record (either employees, or independent consultants to the contractor) through the offer and acceptance of V/E items, agree to indemnify and hold harmless the project owner, the owner's original A/E team (Professional of Record on behalf of the owner for the original Contract Documents) their heirs and assigns in regard to the V/E changes and their impact on the systems altered, affected or modified, in whole or in part. The Professional of Record shown on the original Contract Documents in regard to the systems altered, adjusted, revised, modified or otherwise affected by the value engineering items implemented, shall be absolved of design responsibility as a result of implementation of V/E items, and their original use of Engineering Seals used for original Contract Documents, shall not apply.

1.13 PROJECT RECORD DOCUMENTS

- A. Keep Project Record Documents in accordance with general provision requirements of the specifications.
- B. During construction period, keep accurate records of installations paying particular attention to major interior and exterior underground and concealed piping, ductwork, etc.
- C. The Contractor shall obtain a minimum of one (1) set of the contract documents including all addenda and change orders as prepared by the Architect/Engineer.
- D. If the Contractor elects to vary from the Contract Documents and secures prior approval from the Architect/Engineer for any phase of the work, he shall record in a neat and readable manner all such variances on the contract documents in red ink. Prior to requesting substantial completion the marked-up set of contract documents shall be returned to the Architect/Engineer for approval.
- E. All deviations from sizes, locations and from all other features of the installation shown in the Contract Documents shall be recorded.

- F. In addition, it shall be possible using these drawings to correctly and easily locate, identify and establish sizes of all piping, directions, and the like, as well as other features of work which will be concealed underground and/or in the finished building.
- G. Locations of underground work shall be established by dimensions to columns, lines or walls, locating all turns, etc. and by properly referenced centerline or invert elevations and rates of fall.
- H. For work concealed in the building, sufficient information shall be given so it can be located with reasonable accuracy and ease. In some cases this may be by dimension. In others, it may be sufficient to illustrate the work on the drawings in relation to the spaces in the building near which it was actually installed. The decision of the Architect/Engineer in this matter will be final.
- I. The following requirements apply to all Record Drawings:
 - 1. They shall be maintained at the Contractor's expense.
 - 2. All such drawings shall be done carefully and neatly.
 - 3. Additional drawings shall be obtained at the Contractor's expense.
 - 4. They shall be kept up-to-date during the entire course of the work and shall be available upon request for examination by the Architect/ Engineer and when necessary, by other trades, to establish clearances for other parts of the work.
 - 5. Record Drawings shall be returned to the Architect/Engineer upon completion of the work and are subject to approval of the Architect/ Engineer.
 - 6. CAD/Revit files can be provided upon request (proper release forms must be completed). Contractor shall update CAD/Revit files to reflect As-Built conditions and shall submit revised file back to Architect/Engineer as part of the close-out documents.

1.14 OPERATION AND MAINTENANCE DATA

- A. Refer to the specification Sections related to PROJECT CLOSEOUT or OPERATION AND MAINTENANCE DATA for procedures and requirements for preparation and submittal of maintenance manuals.
- B. Provide the Owner with three (3) copies of printed instructions indicating various pieces of equipment by name and model number, complete with parts lists, maintenance and repair instructions and test and balance report.
- C. COPIES OF SHOP DRAWINGS WILL NOT BE ACCEPTABLE AS OPERATION AND MAINTENANCE INSTRUCTIONS.
- D. This information shall be bound in plastic hardbound notebooks with the job name, Architect and Engineer names permanently embossed on the cover. Rigid board dividers with labeled tabs shall be provided for different pieces of equipment. Submit manuals to the Architect for approval.
- E. In addition to the operation and maintenance brochure, the Contractor shall provide a separate brochure which shall include registered warranty certificates on all equipment, especially any pieces of equipment which carry warranties exceeding one (1) year.
- F. As part of the O & M binders, contractor shall include copies of all studies and test reports performed as part of this project, including but not limited to, the following:
 - 1. Acceptance Testing Reports
 - a. Grounding Tests

- b. Thermographic Tests
- c. Equipment Tests
- d. Torque Values
- e. Rotation Tests
- f. Medium Voltage Cable Tests
- 2. Short Circuit Study Report
- 3. Coordination Study Report
- 4. Arc Flash Study Report

G. The operation and maintenance brochure shall be furnished with a detailed list of all equipment furnished to the project, including the serial number and all pertinent nameplate data such as voltage, amperage draw, recommended fuse size, rpm, etc. The Contractor shall include this data on each piece of equipment furnished under this contract including but not limited to those items listed below.

- 1. Lighting Fixtures and Poles
- 2. Electrical Gear (Panelboards, Safety Switches and Circuit Breakers). This includes Short-Circuit Study, Coordination Study and Arc-Flash Study.
- 3. Receptacles
- 4. Toggle Switches
- 5. Wiring Device Box Support Brackets
- 6. Photocells
- 7. Cover Plates
- 8. Pull Boxes
- 9. Wire
- 10. Occupancy/Motion Sensors
- 11. Video Surveillance System

1.15 EXCAVATING AND BACKFILLING

- A. Provide excavating and backfilling necessary for Work of this Division. Comply with provisions of specification section pertaining to Site Work, if applicable.
- B. Trenches shall be inspected by Code Authorities and/or Owner's Representative before and after piping is laid. Give Owner's Representative 24-hour notice for each inspection. If any trenches are filled without Owner's Representative and/or authority having jurisdiction inspection and as subsequently found to be deficient, the trenches shall be uncovered, inspected, and then re-filled, if requested by Owner's Representative. Prior to covering any and all underground facilities, including but not limited to conduit, ground rods, terminations, etc., Contractor shall take clear and concise digital photos and shall forward said photos to Engineer prior to covering said utilities.
- C. Provide minimum 24 inches of cover to finish grades or paving at raceways.
- D. Protect and maintain trenches in dry condition until piping has been inspected and approved. Immediately after approval, backfill trenches in tamped layers. Repeat backfill and tamping 6 months after initial coverage has been accomplished to avoid swale development from sinking soils.
- E. Compact fill to satisfaction of Architect and/or Owner's Representative.
- F. Prior to any excavating, Contractor shall be responsible for having all utilities in the area of excavation located and marked by an approved company with a minimum of five (5) years' experience locating underground facilities. This includes all owner owned utilities on their site.

- G. Approximate locations shown on the drawings shall not be used. Any facility damaged by the Contractor's underground work shall be repaired and/or replaced at no additional cost to the Owner

1.16 CUTTING AND PATCHING

- A. Comply with requirements of the Specifications regarding cutting and patching. Locate and timely install sleeves as required to minimize cutting and patching.
- B. Cutting, fitting, repairing, patching, and finishing of Work shall be done by craftsmen skilled in their respective trades. Where cutting is required, cut in such a manner as not to weaken structure, partitions, or floors. Holes required to be cut must be cut or drilled without breaking out around the holes. Where patching is necessary in finished areas of the building, the Architect will determine the extent of such patching and refinishing.
- C. Repairing Roadways and Walks: Where this contractor cuts or breaks roadways or walks to lay the piping, he shall repair or replace these sections to match existing, unless specifically identified as the responsibility of others.

1.17 PAINTING

- A. Painting shall be provided under the Specification section regarding painting, unless specified otherwise. Leave exposed piping, materials, and equipment clean and free of rust, grease, dirt, etc. before and after painting.
- B. Factory finished equipment, fixtures, and materials which are marred, chipped, scratched, or otherwise unacceptable shall be repaired or replaced under this Division to Architect satisfaction, at no additional cost to Owner.
- C. Coordinate all painting requirements with prime bidder prior to bids.
- D. All exposed conduit, materials, hangers, anchors, etc., are to be primed and painted. Color shall match adjacent surfaces where not specifically designated otherwise. All galvanized materials shall be suitably treated prior to painting to ensure adhesion.
- E. All exterior electrical gear (panels, meter cans, CT can, switchboards, safety switches, etc.) shall be painted to match adjacent wall surface(s). All interior panels (flush mount) shall have their covers painted to match adjacent wall surface(s).
- F. All exterior receptacles, junction boxes, speakers, trumpants, shall be painted to match adjacent wall surface(s).

1.18 EXISTING CONDITIONS

- A. The Electrical Contractor shall visit the building site to determine existing conditions and will be held responsible for allowing for these conditions in his bid.
- B. Note that this area of work will have storm drainage, mechanical and electrical utilities located underground and within and under the buildings. It is part of this work for the Contractor to determine the scope and location of all utilities to be installed with this project and arrange his work around others. There will be no extra consideration for work discovered as being hidden after the bid, and no change orders for extra cost that may be caused by unknown after bid conditions. The drawings show approximate locations only of feeders, branch circuits, outlets, etc., except where specific routing or dimensions are indicated. The Architect reserves the right to make reasonable changes in locations indicated, before roughing-in, without additional cost to the Owner.

1.19 PROTECTION OF APPARATUS

- A. The Contractor shall take precautions necessary at all times to properly protect his apparatus from damage. Failure on the part of the Contractor to comply with the above to the Architect's satisfaction shall be sufficient cause for the rejection of the particular piece of apparatus in question.

1.20 MINOR DEVIATIONS

- A. The Contractor shall realize that the drawings cannot delve into every step, sequence, or operation necessary for the completion of the project without drawing on the Contractor's experience. Only typical details are shown on the plans. In cases where the Contractor is not certain about the method of installation of his work, he shall ask for details. Lack of details will not be an excuse for improper installation.

1.21 SALVAGED MATERIALS

- A. The Owner shall have priority for the selection of salvaged material and equipment. Any equipment, light fixtures, devices, ballasts, materials, etc. selected to remain property of the Owner shall be removed and delivered to a location on the site as designated by the Owner. Material and equipment not retained by the Owner shall become the property of this Contractor and shall be removed from the site by him.
- B. The Contractor shall obtain written approval of all material and equipment determined not to be salvaged by the Owner.

1.22 SAFETY PRECAUTIONS

- A. Work methods and project safety are the Contractor's sole responsibility.
- B. Contractor shall furnish and place proper guards for prevention of accidents. He should provide and maintain any other necessary construction required to secure safety of life or property, including maintenance of sufficient lights during all day and night hours as required to secure such protection.
- C. Temporary electrical services during construction should be maintained in perfect condition. Frayed, loose or opened connections should not be used for temporary services. The Contractor should use only equipment in first class working condition for construction services.

1.23 TEMPORARY CONSTRUCTION LIGHTING

- A. The Contractor should provide and install construction lighting as required by General Contractor and other trades. The installation shall conform to requirements of the National Electrical Code.

1.24 SUPERVISION

- A. Contractor shall personally, or through an authorized and competent representative, constantly supervise the work done from beginning to completion and final acceptance. To the best of his ability he shall keep the same foreman and workmen throughout the project duration. Foreman shall be present at project site at all times while work under this section of the contract documents is being performed. Foreman shall be accessible by cellular phone at all times. Respective telephone numbers shall be forwarded to Architect/Engineer prior to commencement of work on this project.

1.25 CAD FILES

- A. ADG will provide, upon request, AutoCAD files to the contractors for use in preparing submittals and record drawings. Plans will be provided at a cost of \$10.00 per drawings sheet requested. Prior to release of the AutoCAD files, contractor will be required to complete the CAD Release form found in the drawing details.

PART 2 - PRODUCTS

2.1 EQUIPMENT LABELS

- A. Panelboards, safety switches, equipment cabinets, motor starters and other equipment shown on the drawings and furnished and/or installed under this section of the Specifications shall be labeled with laminated plastic nameplates inscribed to identify equipment with description shown on the drawings for panels, the name of the equipment controlled for motor starters or the system or function involved for other equipment. Provide typewritten panelboard directories indicating the equipment served and its location using final approved room numbers, etc., as directed by the Architect. Refer to specification section – Electrical Distribution System for additional requirements.

PART 3 - EXECUTION

3.1 COORDINATION OF TRADES

- A. Where work is in close proximity to the work of other contractors, the Contractor shall review plans of other contractors and coordinate his work with theirs. The Electrical Contractor shall verify the location of lighting fixtures, beams, structural members, conduit, ductwork, pipes or other obstructions before beginning his work in the area. Notify the Architect where proper clearances do not occur or where the work of others would interfere with the safe and/or proper operation of this work.

3.2 HARMONIC DISTORTION

- A. IEEE 519-1992 - Harmonic Control in Electrical Power Systems shall be a requirement of this project. Harmonic filters (passive or active), phase multiplication devices, or any other components required to mitigate harmonic voltage THD to 5% and current THD to 8% maximum levels shall be an integral part of the VFD system. Compliance measurement shall be based on THD added (during VFD full load operation compared to across-the-line operation) at the VFD circuit breaker terminals or actual THD measurement at the VFD circuit breaker terminals during full load VFD operation. Designs which employ shunt tuned filters must be designed to prevent the importation of outside harmonics which could cause system resonance or filter failure. Calculations supporting the design, including a system harmonic flow analysis, must be provided as part of the submittal process for shunt tuned filters. Any filter designs which cause voltage rise at the VFD terminals must include documentation in compliance with the total system voltage variation of plus or minus 10%. Documentation of Power Quality compliance shall be part of the commissioning required by the VFD supplier. Actual job site measurement testing shall be conducted at full load and documented in the operation and maintenance manuals. Harmonic measuring equipment utilized for certification shall carry a current NiTS calibration certificate. The final test report shall be reviewed and compliance certification stamped by a licensed professional engineer (PE).

3.3 SUPPORTS AND FOUNDATIONS

- A. Support all items covered by this Specification directly from building structural members independent of any ceilings or any other installed item. Panelboards and switches may be attached to suitably reinforced walls. Ground or slab mounted equipment shall be mounted on a separate four inch high concrete slab. Extending 6" beyond equipment footprint on all sides
- B. Do not attach items of this Specification to HVAC ductwork, ceiling grids and ceiling support members, piping or other equipment unless specifically shown otherwise. Where applicable, all equipment including conduit shall be supported from overhead wall, floor or roof structures using galvanized channel or angle members for a rigid support. Position supports and equipment such that access through lay-in ceilings or panels is not impaired and all Code required clearances are maintained.
- C. Where applicable, under no circumstances is the Contractor to attach to or support from any bar joist bridging. Any supports to the bar joists or any structural systems shall be approved by the Architect. All supplemental angle or channel iron required to support equipment of this Specification shall be furnished by the Electrical Contractor.

3.4 EQUIPMENT LAYOUT

- A. The physical location and arrangements of electrical equipment is shown on the Plans and is to be used by the Contractor as a guideline in construction. It is the responsibility of the Contractor to review the Plans with the proposed equipment and equipment of other contractors that are affected, and to ensure that all Code required clearances, wiring distances and maintenance accesses, including equipment heights, of all items are maintained. Alternate arrangements to accomplish the above due to field conditions or changes in physical size of the equipment proposed for the project are to be submitted to the Architect for review before any work is begun or equipment ordered.
- B. All electrical gear arrangements shall be presented in a 1/4 inch scaled drawing showing all equipment, including those of other contractors. This includes all electrical rooms, mechanical rooms, mechanical yards, electrical yards, service platforms, boiler rooms, etc... Include shop drawing cut sheets and applicable information. Indicate on the drawing by dimension all required Code clearances, wiring distances and maintenance access requirements. Where equipment heights are required to be coordinated with architectural or other items, indicate revised heights. Refer to "MOUNTING HEIGHTS."

3.5 GUARANTEE

- A. The Contractor shall guarantee all materials, equipment and workmanship for a period of one (1) year from the date of final acceptance of the project. This guarantee shall include furnishing of all labor and material necessary to make any repairs, adjustments or replacement of any equipment, parts, etc. necessary to restore the project to first class condition. This guarantee shall include the replacement of lamps. Warranties exceeding one (1) year are hereinafter specified with individual pieces of equipment.
- B. If the Contractor's office is in excess of a fifty (50) mile radius of the project, he shall appoint a local qualified contractor to perform any emergency repairs or adjustments required during the guarantee period. The name of the contractor appointed to provide emergency services shall be submitted to the Architect/Engineer for approval.

3.6 CLEANING

- A. Refer to the Specification Section relating to PROJECT CLOSEOUT or FINAL CLEANING for general requirements for final cleaning.

- B. Clean all light fixtures, lamps and lenses prior to final acceptance. Replace all inoperative lamps.

END OF SECTION 16001

SECTION 16050 - BASIC MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions; as appropriate, apply to the work specified in this section.
- B. Refer to all portions of the Contract Documents as well as the plans and specifications for the other various trades and materials and be thoroughly familiar with all provisions regarding electrical work.

PART 2 - PRODUCTS

2.1 WIRE (600 VOLT AND BELOW)

- A. All conductors used in the work shall be soft drawn annealed copper having a composition of not less than 98% of pure copper. Conductors shall be standard code gauge in size, insulated, and shall have insulation rated for use at 600 volts. The contractor's bid shall reflect the use of all copper conductors. When aluminum conductors are used as part of the V.E. process, their use shall be limited to circuits, feeders and services rated 200 Amperes and larger and shall be of the high alloy, compact stranded type, Southwire SIM pull THHN, SIM pull THWN or equivalent. It shall be the contractor's responsibility for properly upsizing the conductors and associated conduit to achieve the equivalent ampere rating of the circuit/feeder/service as specified for copper conductors.
- B. Unless otherwise noted or specified, insulation shall be Type THWN. Wires shall be of the single conductor type and shall be stranded. Wire insulation shall not contain any asbestos materials.
- C. Throughout the system, conductors shall be identified as to phase and voltage of system by color-coding. Color-coding shall be continuous the full length of wire for all wire sizes. Identification by permanent paint bands or tags at outlets will not be acceptable. Surface printing at regular intervals on all conductors shall indicate manufacturer, size, voltage, and insulation type. White and/or gray colored insulation shall be used for grounded conductors and only for grounded conductors.
- D. The color code assigned to each phase wire shall be consistently followed throughout the project. The following systems of color-coding shall be strictly adhered to:
 - 1. 208/120 V Systems
 - a. Grounding leads green
 - b. Grounded neutral leads white
 - c. Ungrounded phase wires black, red and blue
 - 2. 277/480 V Systems
 - a. Grounding leads green
 - b. Grounded neutral leads gray
 - c. Grounded phase wires brown, orange, yellow
- E. Where multiple neutral conductors are installed in a common raceway, the neutral conductor for each circuit shall be separately identified in accordance with the National Electric Code (NEC).

2.2 CONDUIT

- A. Unless otherwise specified or shown on the drawings, all conduit shall be rigid galvanized steel (RGS), electrical metallic tubing (EMT), or rigid nonmetallic conduit (PVC) as allowed in the paragraphs below.
- B. RGS may be used for conduit shown run underground (red concrete encasement required), may be used in concrete slabs, and shall be used for conduit run exposed to the weather (locations defined as damp locations and wet locations in Article 100 of the NEC) and shall be run in hazardous areas.
- C. EMT shall be used for conduit not encased in concrete, not exposed to the weather, not run underground, and not run in hazardous areas.
- D. PVC may be used for conduit run in concrete slabs or may be run underground (underground only where permitted by NEC and local ordinances). Concrete encasement will not be required on underground runs unless specifically noted or specified elsewhere. PVC shall not be run exposed nor concealed in walls nor above ceilings nor in hazardous areas. When rigid nonmetallic conduit (PVC) is installed underground, it shall be Schedule 80 at all underground road crossings, at all underground driveway crossings, and when required by the NEC or local ordinance or specified otherwise. PVC Schedule 40 may be used at all other underground locations. The only use of exposed above ground PVC conduit shall be for telephone service entrance use up utility poles (schedule 80 required), for CATV service entrance use up utility pole (schedule 80 required) or for power utility service entrance use up utility pole (scheduled 80 required).
- E. Where PVC is utilized for underground installations, RGS 90 elbows and conduit shall be utilized to turn conduit vertical and to rise up to above grade/slab. Red concrete encasement shall be required for all elbows and vertical conduits. Refer to detail on plans.
- F. All conduit shall be new and shall bear the inspection label of the Underwriters Laboratories, Inc. (U.L.).
- G. Where multiple conduits are installed underground in the same trench, carlon snap-n-stac spacers, or approved equivalent, shall be utilized and spaced a maximum of 5'-0" apart. Provide pre-cast, 4" thick, concrete bases at each spacer and where conduits are turned to be installed in a vertical orientation. Provide spacers immediately before and after all elbows and where conduit transitions from underground to above ground.
- H. Fittings for rigid steel conduit and EMT shall be hot-dipped galvanized and shall be of an approved type specially designed and manufactured for their purpose.
- I. All flexible conduit, where installed indoors and outdoors, shall be of the flexible liquid tight metallic type. Flexible weatherproof electrical conduit is prohibited from use on this project.
- J. Metallic conduit shall be metallized, sheradized, or hot-dipped galvanized.
- K. Where conduit is installed exposed in finished spaces (excluding mechanical, equipment and electrical rooms), conduit shall be painted to match adjacent surfaces (color as selected by the Architect/Engineer). All other conduit installations shall be complete with factory applied paint finish as manufactured by Allied Tube and Conduit (True Color EMT) or Wheatland Tube Company (Color Check Conduit). All fittings, couplings, boxes, covers, etc. shall match color of conduit. Color of conduit shall comply with color code noted below.

2.3 EXPANSION FITTINGS

- A. Each conduit that is buried in or rigidly secured to the building construction on opposite sides of a building expansion joint and each long run of exposed conduit that may be subject to excessive stresses shall be provided with an expansion fitting. Expansion fittings shall be made of hot-dipped galvanized malleable iron and shall have a factory-installed packing, which will prevent the entrance of water, a pressure ring, and a grounding ring
- B. In addition to the grounding ring, a separate grounding conductor shall be provided. This grounding conductor shall be an external flexible copper ground securely bonded by approved grounding straps on each end of the fitting. Grounding conductor may be omitted when expansion fitting includes an approved integral grounding conductor or device.
- C. Where conduits are buried in concrete, they shall cross the building expansion joints at right angles. Ends of conduit shall be provided with insulated bushings.

2.4 OUTLET BOXES

- A. Outlet boxes in concealed conduit systems shall be flush mounted. Boxes shall be galvanized steel of sufficient size to accommodate devices shown and shall have raised covers. Requirements of the NEC shall be minimum.
- B. Boxes for lighting fixtures shall be four inch (4") octagon, not less than 1-1/2" deep. Where boxes are installed in concrete, boxes designed for this application shall be used.
- C. Outlet boxes for switches and receptacles in concealed work shall be 4" square, and not less than 1-1/2" deep. Flush mounted outlet boxes shall be installed with plaster rings.
- D. Outlet boxes for switches and receptacles installed in exposed conduit system shall be cast iron or cast aluminum Type FD or approved equivalent.
- E. Where multiple outlet boxes are shown to be installed at the same location, they shall be installed using B-Line Series BB8 mounting bracket or approved equivalent. Where single boxes are shown to be installed, the B-Line Series BB2 mounting bracket or approved equivalent shall be used.
- F. Outlet boxes for adjacent rooms shall not be installed in the same stud space to minimize sound transmission.
- G. Outlet boxes used for lighting toggle switches shall have outlet box stabilizer(s) installed.

2.5 PULL BOXES

- A. Furnish and install pull boxes. Boxes shall be code gauge galvanized steel with screw attached access panels unless noted otherwise in top, side or bottom as required.

2.6 OUTLET COVER PLATES

- A. Unless otherwise noted, all outlets including telephone outlets, television outlets, computer outlets, etc. shall be fitted with cover plates of the type indicated below.
- B. Cover plates shall be uniform in design and finish for switches, receptacles, and other outlets requiring cover plates. Plates shall be one (1) piece of the required number of gangs. Sectional plates shall not be used.

- C. Cover plates shall be smooth plastic with gray, white, black, brown or ivory finish. Color shall be selected by the Architect/Engineer to suit the wall finish.
- D. Cover plates shall be brushed aluminum.
- E. Devices and their associated coverplates shall be red when an emergency power generator powers said device. Exception to this is when entire building is backed-up by emergency power.
- F. Provide blank coverplates for all un-used/empty device boxes including, but not limited to tele/data, CATV, access controls, etc....boxes.

2.7 WIRING DEVICES

- A. Wiring devices shall be as listed in the following table, except that color of device shall match color of outlet cover plate. Where cover plates are aluminum, device color shall be as selected by the Architect. Provide and install hospital grade devices in all areas as required by NEC Article 517.
 1. Leviton / Hubbell (or equivalent by Pass and Seymour)
Single Pole-20A (CS120-2 / CS120)
Toggle Switch
 2. 20A 125V 2P 3W Duplex (CR020 / CR020)
Smooth Face
Grounded Receptacle
 3. 20A 125V 2P 3W Duplex (7899 / GFR5352)
GFCI Receptacles
 4. Switch with Pilot Light (120V)1221-PLR / HBL-1221PL
(277V)1222-7PLR /HBL-1221-PL

2.8 WEATHERPROOF RECEPTACLES

- A. Weatherproof receptacles shall be duplex receptacles of the ground fault current interrupting type as specified under WIRING DEVICES, mounted in a cast iron or cast aluminum Type FD (or approved equivalent) conduit fitting with Leviton No. 5977-DCL, (or approved equivalent) clear, extra deep GFCI Style weather resistant cover. Weatherproof receptacles shall be flush mounted in exterior walls whenever possible.

2.9 PHOTOELECTRIC CONTROLS

- A. Unless otherwise noted on the drawings, photoelectric controls shall be Tork 2100 Series or equivalent by Precision Multiple or Paragon to suit voltage and power requirements of circuits controlled.

PART 3 - EXECUTION

3.1 MOUNTING HEIGHTS

- A. Unless otherwise noted on the drawings or required by the Architect/Engineer, the mounting heights set forth below shall apply. Dimensions given are from finished floor to the top of the device.
 1. Toggle Switches 4'-0"

- | | | |
|----|-------------|---------------------|
| 2. | Receptacles | 1'-6" |
| 3. | Panelboards | 6'-7" to top of can |

- B. Where overcurrent or safety switch devices are shown to serve exterior equipment, the Contractor shall review in detail with the Architect/Engineer proposed exterior mounting locations, mounting heights, conduit routing, etc., and receive approval prior to rough-in.
- C. Where overcurrent or safety switch devices are shown to serve condensing units, the top of the overcurrent device shall be 3'- 0" AFG or level with the top of the condensing unit(s) whichever is lower. Refer to detail on plans for additional requirements.

3.2 WIRE (600 VOLT AND BELOW)

- A. Service entrance, feeders, and motor circuit conductors shall be run their entire length without joints or splices. Splices and joints in branch circuit wiring shall be only at outlets or in accessible junction boxes.
- B. Joints and splices in branch circuit wiring shall be made with compression type solderless connectors. Connectors of the nonmetallic screw on type are not acceptable.
- C. Terminations or splices for conductors # 6 AWG and larger shall utilize Burndy Unitap, Polaris Black or equivalent connectors.
- D. Unless otherwise specified, all wiring shall be installed in conduit.
- E. No wire shall be smaller than No. 12 for power or lighting service, fixture whips or for switch legs. Wire for each branch circuit shall be of a single size and type from the branch circuit protective device to the last outlet on the circuit unless noted otherwise.
- F. Not more than three (3) branch circuits shall be installed in a raceway for three-phase electrical systems. For single phase electrical systems, the number of circuits in any one raceway shall be limited to two (2).
- G. Branch circuits shall have a 200% rated neutral where more than one (1) branch circuit is in a raceway and the neutral conductor is shared. The neutral should match the branch phase wire size when only one (1) circuit is in a raceway and when the neutral conductor is not shared. Refer to the "Multiple Circuit Neutral Wiring Diagram." Provide multi-pole breakers to simultaneously trip all phase conductors for shared neutral circuits.
- H. Each isolated ground receptacle circuit shall be wired as follows (Refer to Isolated Ground System Wiring Schematic)
 - 1. There shall be phase, neutral, ground, and isolated ground conductors for each branch circuit, whether located in a separate raceway or grouped, (maximum of three (3) isolated ground branch circuits in any one (1) raceway).
 - 2. Each raceway shall have a separate grounding conductor for the equipment and/or outlet box grounding.
- I. Type THWN conductors may be connected directly to recessed fixtures only when the fixtures are equipped with outlet boxes approved by Underwriters Laboratories, Inc. for use with wires having insulation rated for maximum operating temperature of 75o C., (167o F.); otherwise, conductors with Type SF2 insulation shall be run from fixture terminal connections to an outlet box placed at least one foot (1') from the fixture, such a tap shall extend for at least four feet (4'), but not more than six feet (6'), in flexible metal conduit.

- J. Branch circuit home run numbers shown on the drawings shall be used for connection of circuit wiring to similarly numbered protective devices in branch circuit panelboards.
- K. Where the length of a home run, from panel to the first outlet exceeds 75 feet (75') for 120 volt circuits or 175 feet (175') for 277 volt circuits, the conductor size shall be No. 10 AWG or that shown on the drawings, whichever is larger.
- L. For all 3-phase circuits, contractor shall provide and install a full size neutral conductor and a grounding conductor for a complete 5-wire circuit. If the neutral conductor is not required by the equipment, contractor shall install wire nuts on each end of the neutral conductor for future use.

3.3 CONDUIT

- A. When conduits are shown to be installed in the floor slab, under the floor slab, or underground, whenever possible and approved by the Architect/Engineer, conduits one inch (1") trade size and smaller shall be installed in the concrete floor slab. Conduits embedded in concrete slabs shall have lateral spacing not less than three diameters except where the slab has been specially designed to accommodate closer spacing.
- B. Conduits larger than one-inch (1") trade size shall not be installed in the floor slab and shall be installed a minimum of twelve inches (12") below the floor slab.
- C. Conduits shown underground but not in or under a floor slab shall be installed not less than thirty inches (30") below grade. Conduit locations shall be identified by means of 4" wide, detectable, Red warning/ marker tape installed in trench in accordance with NEC requirements
- D. Prior to backfilling of trenches and /or providing concrete encasement, contractor shall take photographs of conduit installation including spacers/supports and concrete support blocks. In addition, prior to backfilling trenches and after concrete encasement, take additional photographs of installation. Submit photographs to engineer upon request.
- E. Rigid conduit joints shall be made with threaded fittings made up tight with at least five threads fully engaged. Compression type threadless fittings and setscrew type fittings shall not be used for RGS unless specifically approved in writing by the Architect/Engineer.
- F. Couplings and connectors for EMT shall be compression type or cast iron set screw type.
- G. Where conduits enter boxes or cabinets that do not have threaded hubs the conduit shall be secured in place with galvanized locknuts inside and outside and shall have bushings inside for interior locations. All exterior terminations shall be made with Meyers hubs or approved equivalent. Conduits larger than one inch (1") shall have galvanized insulating bushings.
- H. All conduits shall be installed as indicated or scheduled on the drawings and shall be of sufficient size to accommodate the required number of insulated conductors including equipment-grounding conductor. A grounding conductor shall be pulled in every raceway and properly terminated. The Contractor shall increase the conduit size from that shown on the drawings where necessary to accommodate the equipment-grounding conductor and/or where to comply with the NEC.
- I. Unless otherwise noted, conduit shall be run concealed. Conduit runs from wall mounted receptacles, toggle switches, etc. shall be run concealed in walls whenever possible.

- J. Conduit runs shall be straight; elbows and bends shall be uniform, symmetrical, and free from dents or flattening. All conduit shall be installed with runs parallel or perpendicular to walls, ceilings and structural members.
- K. Conduit shall not be run nearer than three inches (3") to hot water or steam pipes except where crossings are unavoidable. Conduit shall be kept at least one inch (1") from covering of pipe crossed and the conductor size shall be increased one (1) size
- L. Conduit shall be held securely in place by approved hangers and fasteners of appropriate design and dimensions for the particular application. Support shall be such that no strain will be transmitted to the outlet box and/or pull box supports. Conduit shall be secured only to the building structure.
- M. All conduit runs shall be installed in accordance with all applicable sections of the National Electrical Code and local codes or ordinances.
- N. Where empty conduits are shown, a #14 pull wire shall be installed and conduits shall be capped.
- O. Terminations to all mechanical equipment and to all dry-type transformers shall be made using a minimum of 12" to a maximum of 24" liquid-tight flexible metallic conduit.
- P. At each concealed junction box in the power and lighting system, identify the panel and circuit number(s) contained in the junction box by writing in permanent marker on the outside of the junction box cover.
- Q. Where conduits are run from condition spaces to/thru un-conditioned spaces, the ends of the conduits shall be sealed (after conductor installation) to prevent the transmission of air from non-conditioned spaces in to the conditioned spaces. Expanding spray foam and EYS seals are approved methods of sealing conduits.
- R. For all surface mounted devices, including fire alarm, intercom and nurse call systems, device boxes shall be Wiremold No. R5752 and R5753 or approved equivalent style boxes sized such that device does not overhang edge(s) of back box. Color of box shall match device.

3.4 WIRING DEVICES

- A. All wiring devices installed shall be identified as to which panel serves it and which overcurrent protection device protects the wiring device. This shall be accomplished via panel name and circuit number being written using a permanent marker on the back side of the coverplate. In health-care facilities, panel name and circuit number shall be permanently engraved into each receptacle coverplate.

3.5 MANUFACTURER'S DIRECTION

- A. Contractor shall be responsible for coordinating all aspects of equipment electrical service installation for all electrical gear, devices, mechanical, plumbing, fire protection, architectural, and owner furnished equipment including any and all medical equipment. Contractor shall obtain and review actual manufacturer's installation instructions and shall install electrical facilities to said equipment in accordance with the instructions, NEC, NFPA and contract documents. Should a discrepancy exist between the manufacturer's installation directions and the contract documents, the engineer shall be notified in writing immediately.

3.6 COORDINATION WITH OTHER TRADES

- A. Prior to purchasing and installing any wire and/or conduit for all circuitry to owner furnished equipment, and other equipment requiring electrical power furnished by other trades as part of this project, contractor shall review equipment cut sheets and shall verify exact equipment electrical requirements. Any discrepancies between contract documents and equipment submittals shall be immediately brought to the architect/engineer's attention for clarification.

END OF SECTION 16050

SECTION 16400 - ELECTRICAL DISTRIBUTION SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions); as appropriate, apply to the work specified in this section.
- B. Refer to all Electrical specification sections, as well as the plans and specifications for the other various trades and materials and be thoroughly familiar with all provisions regarding electrical work.

1.2 ELECTRIC SERVICE

- A. Contractor shall modify existing **277/480 volt 3 phase 4 wire** electrical system(s) at the facility as specified herein and noted on the drawings. This Contractor shall be responsible for the coordination of any required electrical work with the local utility company. Contractor shall be responsible for determining the proper breakers and connectors to tie into the existing electrical systems. Short circuit current interrupting rating of new breakers shall match rating of existing breakers. Contractor shall be responsible for examining the panelboards to be tied into, building structure, and site, and shall include in his bid all materials and time (regular pay and overtime pay) to install the new feeders avoiding conflicts with existing equipment to remain.

1.3 GENERAL

- A. All electrical gear furnished as part of this project, panelboards, switchboards, motor control centers, dry-type transformers, safety switches, etc. shall be of the same manufacturer unless specified otherwise. Electrical equipment manufactured by a subsidiary or parent company of manufacturer that is prior approved is not itself prior approved unless its own manufacturer's name specifically is listed as being prior approved.

1.4 ARC-FLASH; COORDINATION AND FAULT CURRENT STUDIES

- A. As part of the electrical gear shop drawings, the contractor shall perform and submit complete arc-flash, coordination and fault current studies, including phase-to-phase and ground faults for coordinating all elements of the distribution system. These three studies shall be performed and furnished by the successful electrical gear manufacturer. Contractor shall refer to these specification sections for specific study requirements: These studies shall be submitted simultaneously with the gear submittal or the gear submittal will be returned un-reviewed.
 - 1. Overcurrent Protective Device Short-Circuit Study (Cannot be VE'd from project)
 - 2. Overcurrent Protective Device Coordination Study
 - 3. Overcurrent Protective Device Arc-Flash Study (Cannot be VE'd from project)
- B. Provide all arc-flash safety and short circuit current stickers on all panels, switchboards, safety switches, motor control center, etc. as required/specified. Refer to details for additional requirements. Proposed stickers for each individual piece of gear shall be submitted for review as part of shop drawings.
- C. Provide and install a fully coordinated electrical distribution system as directed by the Overcurrent Protective Device Coordination Study at no additional costs to the Owner.
- D. In addition, this study shall indicate all required settings for adjustable circuit breakers and motor circuit protectors. These settings include instantaneous, short time, long time,

ground fault trip characteristics and all time based pick-up, drop-out and re-close parameters.

- E. The contractor shall provide all breakers, trip plugs, solid state breakers, etc. to provide a fully coordinated electrical system as identified in the coordination study. This shall be accomplished as part of the Base Bid and all alternates at no additional costs to the owner and/or design team.
- F. Refer to individual specification sections of each specified study for additional requirements.

1.5 SERIES RATING OF EQUIPMENT

- A. The electrical gear provided and installed as part of this project shall not be series rated.

PART 2 - PRODUCTS

2.1 PANELBOARDS

- A. Panelboards shall be circuit breaker type using quick-make, quick-break, trip free, thermal magnetic trip indicating, bolt-on circuit breakers. Two and three pole branches and mains shall be common trip. Panelboards shall be dead front safety type with main breaker or main lugs, and number and size of branches as shown on the drawings. Panelboards shall have single, feed through, or double lugs, to accommodate feeder conductors as shown on the drawings, and shall have neutral and ground bus for termination of conductors. Bussing shall be copper.
- B. Doors shall be fitted with flush cylinder locks, keys to which shall all on project be alike. Two (2) keys shall be furnished for each lock. Cabinet fronts shall be finished as directed by the Architect/Engineer. Cabinet fronts shall not be removable with door in the locked position. Provide for each panel a directory frame with waterproof transparent plastic window on inside of door and place therein a typewritten identification of all circuits.
- C. Directories shall be made only after permanent room numbers have been assigned. Room numbers shown on the construction drawings shall not be used for making directories. Each circuit shall be clearly identified as to use and location (ex: Receptacles Rooms 201, 202 or Lighting Rooms 207, 209, 211, and 213).
- D. Cabinets shall be galvanized steel not less than twenty inches (20") in width. Gutters shall not be smaller than minimum dimensions required by the National Electrical Code.
- E. Double section panelboards shall be comprised of cabinets of equal dimensions.
- F. All panels rated NEMA 1, shall be of the door-in-door type construction providing tool-less access to interior of the panelboard(s).
- G. Panelboards shall be as shown in the schedules and shall be completely factory assembled. Do not purchase panelboards or cabinets until shop drawings have been approved. Approved manufacturers include:
 - 1. General Electric
 - 2. Square D
 - 3. Eaton-Cutler Hammer
 - 4. Siemens
 - 5. Approved Equivalent

- H. Minimum short circuit current interrupting ratings for circuit breakers shall be 10,000 amps. Where a specific interrupting rating is shown on the drawings, in the panel schedules, or as required by the coordination and fault current study, panelboards and associated circuit breakers shall be rated for that value as a minimum at no additional cost to the owner.
- I. In branch circuit panelboards having two (2) vertical columns of devices, circuit numbers shall be such that, starting at the top, odd numbers shall be used in sequence down the left hand side. See Schedule of Panelboards on drawings for circuit device sizes and number of poles.
- J. Construction of panelboards shall be such that, where applicable, any three (3) adjacent single-pole devices are individually connected to each of the three different phases in such a manner that 2 or 3 pole devices, when available, can be installed at any location.
- K. UL Listing: Panelboards shall be listed by UL and bear the UL label.
- L. Interior panelboards shall be NEMA I unless noted otherwise. All exterior panelboards shall be rated NEMA 3R.

2.2 LABELS

- A. All switchboards, panelboards, starters, VFD's, contactors, transformers, safety switches and fused safety switches installed by this contractor shall have plastic tags with 1/4" characters embossed thereon identifying the equipment by name, voltage, ampacity, phase and number of current carrying conductors such as:

Panel Name
 120/208 V - 400A
 3 Phase - 4 Wire
 Fed From Panel: _____, Circuit _____

The tags shall be fixed to the center of the equipment cover/door with a suitable heavy duty industrial grade adhesive.

- B. Color Coding of labels shall be as follows:

Normal Power	White Background with Black Letters
Emergency Power (Life Safety Branch)	Red Background with White Letters
Emergency Power (Critical Branch)	Blue Background with White Letters
Emergency Power (Equipment Branch)	Yellow Background with Black Letters

2.3 DRY-TYPE TRANSFORMERS

- A. Dry-type transformers shall be three phase, 60 cycle with 480 volt delta primary windings and 120/208 volt, 4-wire wye secondary windings with capacities and mounting arrangements as indicated on the drawings. Each transformer shall have four (4) 2-1/2% FCBN taps, except that two (2) full current taps above normal and two (2) below normal will be acceptable where this is manufacturer's standard for the particular size.
- B. Transformers shall have internally isolated core and coil and shall be built with 220 Class insulation and shall have a temperature rise not to exceed 115° C where installed indoors or not to exceed 150 C where installed outdoors. Where shown on plans where transformers are stacked, both transformers shall have a temperature rise not to exceed 80 C, under full load in an ambient temperature of 40° C. Windings shall be copper.

- C. Units shall be designed for quiet operation with core and coil completely isolated from the enclosure by vibration absorbing mounts. Sound levels shall not exceed 45 db for 75 KVA or below, or 50 db for units above 75 KVA in an ambient of 24 db.
- D. Enclosures shall be NEMA I for secured interior locations, NEMA 3R for secured exterior locations, and totally enclosed for all unsecured locations.
- E. Enclosures shall be constructed of heavy code gauge steel with terminal compartments located at the bottom of each unit. Circuit connections shall be made through flexible metallic conduit.
- F. Transformers shall be as manufactured by Square D, General Electric, Eaton Electrical, Siemens, or approved equivalent.

2.4 LIGHTING CONTACTORS

- A. The Contractor shall furnish and install lighting contactors where shown on the drawings except those contactors shown mounted in branch circuit panelboards shall be factory mounted by panelboard manufacturer. Contactors shall be suitable for use at voltage rating of circuits controlled and shall have the number of poles and ampere rating shown on the drawings as a minimum.
- B. The contactor amp rating shall be continuous per pole for all types of ballast and tungsten lighting, resistance and motor loads. The contactor shall have totally enclosed, double-break silver-cadmium-oxide power contacts. Auxiliary arcing contacts are not acceptable. Contact inspection and replacement shall be possible without disturbing line or load wiring. The contactor shall have straight-through wiring with all terminals clearly marked. The contactor shall be approved per UL508 and/or CSA, and be designed in accordance with NEMA ICS2-211B. They shall be industrial-duty rated for applications to 600 volts maximum. The contactor shall have the following:
 1. Control-circuit fuse holder, with one (1) fuse.
 2. 0.2-60 second TDE (Time Delay Energize) and TDD (Time Delay De-energize) timer attachments.
- C. The contactor shall have a NEMA Type I enclosure, and shall be the mechanically held type.
- D. Coil-clearing contacts shall be supplied so that the contactor coils shall be energized only during the instance of operation. Both latch and unlatch coils shall be encapsulated.

2.5 SAFETY SWITCHES

- A. Furnish and install safety switches at locations and in capacities shown on the drawings, as hereinafter specified and/or as required by the latest edition of the National Electrical Code.
- B. Safety switches shall be rated heavy duty and fusible.
- C. Safety switches exposed to the weather shall be rated NEMA 3R.
- D. Safety switches shall be of the solid neutral type where required by circuit or feeder specified.
- E. Safety switch covers shall be internally mechanically held closed when in the ON position and shall be allowed to open in the OFF position. The switch shall come equipped with provisions to allow the switch to be padlocked in the off position.

- F. Galvanized angle or other suitable supports shall be provided for switches that cannot be mounted on walls or other rigid surfaces. Switches shall not be supported by conduit alone and shall not be mounted on HVAC or other equipment unless specifically approved by the Architect/Engineer. Verify mounting heights for all exterior locations with Architect/Engineer prior to rough-in.
- G. Safety switches shall be General Electric, Square "D", Eaton Electrical, Siemens or approved equivalent.

2.6 FUSES

- A. Unless otherwise noted or specified, all fuse holders shall be equipped with dual-element, time-lag, and current limiting fuses. Provide one (1) spare set of fuses for each size initially installed, with a minimum of three (3) fuses of each size. Spare fuses shall be turned over to the Owner's maintenance supervisor prior to requesting substantial completion inspection.
- B. Fuses shall be Gould, Bussman, or approved equivalent.

PART 3 - EXECUTION

3.1 MANUFACTURER'S DIRECTION

- A. All electrical gear shall be installed in accordance with the manufacturer's directions. Contractor shall review these directions prior to rough-in. Should any discrepancies exist between the contract documents and the manufacturer's direction, contractor shall advise the engineer in writing.
- B. All electrical terminations shall be properly tightened to manufacturer's specifications. Where manufacturer's specifications are not available, contractor shall refer to the NEC and adjust tightness valves (torque) to the NEC published values.
- C. Install all safety switches, breakers, disconnects, etc., in accordance with manufacturer's directions and maintain all required NEC clearances. Coordinate exact locations in field with applicable contractors.

END OF SECTION 16400

SECTION 16401 - OVERCURRENT PROTECTIVE DEVICE SHORT-CIRCUIT STUDY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes a computer-based, fault-current study to determine the minimum interrupting capacity of circuit protective devices.

1.3 DEFINITIONS

- A. 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.
- B. One-Line Diagram: A diagram which shows, by means of single lines and graphic symbols, the course of an electric circuit or system of circuits and the component devices or parts used therein.
- C. Protective Device: A device that senses when an abnormal current flow exists and then removes the affected portion from the system.
- D. SCCR: Short-circuit current rating.
- E. Service: The conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served.

1.4 ACTION SUBMITTALS

- A. Product Data: For computer software program to be used for studies.
- B. Other Action Submittals: Submit the following after the approval of system protective devices submittals. Submittals shall be in digital form.
 - 1. Short-circuit study input data, including completed computer program input data sheets.
 - 2. Short-circuit study and equipment evaluation report; signed, dated, and sealed by a qualified professional engineer.
 - a. Submit study report for action prior to receiving final approval of the distribution equipment submittals. If formal completion of studies will cause delay in equipment manufacturing, obtain approval from Architect for preliminary submittal of sufficient study data to ensure that the selection of devices and associated characteristics is satisfactory.
 - b. Revised single-line diagram, reflecting field investigation results and results of short-circuit study.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Short-Circuit Study Specialist and Field Adjusting Agency.
- B. Product Certificates: For short-circuit study software, certifying compliance with IEEE 399.

1.6 QUALITY ASSURANCE

- A. Studies shall use computer programs that are distributed nationally and are in wide use. Software algorithms shall comply with requirements of standards and guides specified in this Section. Manual calculations are unacceptable.
- B. Short-Circuit Study Software Developer Qualifications: An entity that owns and markets computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.
 - 1. The computer program shall be developed under the charge of a licensed professional engineer who holds IEEE Computer Society's Certified Software Development Professional certification.
- C. Short-Circuit Study Specialist Qualifications: Professional engineer in charge of performing the study and documenting recommendations, licensed in the state where Project is located. All elements of the study shall be performed under the direct supervision and control of this professional engineer.
- D. Field Adjusting Agency Qualifications: An independent agency, with the experience and capability to adjust overcurrent devices and to conduct the testing indicated, that is a member company of the International Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 COMPUTER SOFTWARE

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. SKM Systems Analysis, Inc.
 - 2. ETAP
- B. Comply with IEEE 399 and IEEE 551.
- C. Analytical features of fault-current-study computer software program shall have the capability to calculate "mandatory," "very desirable," and "desirable" features as listed in IEEE 399.
- D. Computer software program shall be capable of plotting and diagramming time-current-characteristic curves as part of its output.

2.2 SHORT-CIRCUIT STUDY REPORT CONTENTS

- A. Executive summary.
- B. Study descriptions, purpose, basis, and scope. Include case descriptions, definition of terms, and guide for interpretation of the computer printout.
- C. One-line diagram, showing the following:
 - 1. Protective device designations and ampere ratings.
 - 2. Cable size and lengths.
 - 3. Transformer kilovolt ampere (kVA) and voltage ratings.
 - 4. Motor and generator designations and kVA ratings.

5. Switchgear, switchboard, motor-control center, and panelboard designations.
- D. Comments and recommendations for system improvements, where needed.
- E. Protective Device Evaluation:
1. Evaluate equipment and protective devices and compare to short-circuit ratings.
 2. Tabulations of circuit breaker, fuse, and other protective device ratings versus calculated short-circuit duties.
 3. For 600-V overcurrent protective devices, ensure that interrupting ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.
 4. For devices and equipment rated for asymmetrical fault current, apply multiplication factors listed in the standards to 1/2-cycle symmetrical fault current.
 5. Verify adequacy of phase conductors at maximum three-phase bolted fault currents; verify adequacy of equipment grounding conductors and grounding electrode conductors at maximum ground-fault currents. Ensure that short-circuit withstand ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.
- F. Short-Circuit Study Input Data: As described in "Power System Data" Article in the Evaluations.
- G. Short-Circuit Study Output:
1. Low-Voltage Fault Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
 - a. Voltage.
 - b. Calculated fault-current magnitude and angle.
 - c. Fault-point X/R ratio.
 - d. Equivalent impedance.
 2. Momentary Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
 - a. Voltage.
 - b. Calculated symmetrical fault-current magnitude and angle.
 - c. Fault-point X/R ratio.
 - d. Calculated asymmetrical fault currents:
 - 1) Based on fault-point X/R ratio.
 - 2) Based on calculated symmetrical value multiplied by 1.6.
 - 3) Based on calculated symmetrical value multiplied by 2.7.
 3. Interrupting Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
 - a. Voltage.
 - b. Calculated symmetrical fault-current magnitude and angle.
 - c. Fault-point X/R ratio.
 - d. No AC Decrement (NACD) ratio.
 - e. Equivalent impedance.
 - f. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a symmetrical basis.
 - g. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a total basis.

3.1 EXAMINATION

- A. Obtain all data necessary for the conduct of the study.
 - 1. Verify completeness of data supplied on the one-line diagram. Call any discrepancies to the attention of Engineer.
 - 2. For equipment provided that is Work of this Project, use characteristics submitted under the provisions of action submittals and information submittals for this Project.
 - 3. For relocated equipment and that which is existing to remain, obtain required electrical distribution system data by field investigation and surveys, conducted by qualified technicians and engineers. The qualifications of technicians and engineers shall be qualified as defined by NFPA 70E

- B. Gather and tabulate the following input data to support the short-circuit study. Comply with recommendations in IEEE 551 as to the amount of detail that is required to be acquired in the field. Field data gathering shall be under the direct supervision and control of the engineer in charge of performing the study, and shall be by the engineer or its representative who holds NETA ETT Level III certification or NICET Electrical Power Testing Level III certification.
 - 1. Product Data for Project's overcurrent protective devices involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.
 - 2. Obtain electrical power utility impedance at the service.
 - 3. Power sources and ties.
 - 4. For transformers, include kVA, primary and secondary voltages, connection type, impedance, X/R ratio, taps measured in percent, and phase shift.
 - 5. For reactors, provide manufacturer and model designation, voltage rating, and impedance.
 - 6. For circuit breakers and fuses, provide manufacturer and model designation. List type of breaker, type of trip, SCCR, current rating, and breaker settings.
 - 7. Generator short-circuit current contribution data, including short-circuit reactance, rated kVA, rated voltage, and X/R ratio.
 - 8. Busway manufacturer and model designation, current rating, impedance, lengths, and conductor material.
 - 9. Motor horsepower and NEMA MG 1 code letter designation.
 - 10. Cable sizes, lengths, number, conductor material and conduit material (magnetic or nonmagnetic).

3.2 SHORT-CIRCUIT STUDY

- A. Perform study following the general study procedures contained in IEEE 399.
- B. Calculate short-circuit currents according to IEEE 551.
- C. Base study on the device characteristics supplied by device manufacturer.
- D. The extent of the electrical power system to be studied is indicated on Drawings.
- E. Begin short-circuit current analysis at the service, extending down to the system overcurrent protective devices as follows:
 - 1. To normal system low-voltage load buses where fault current is 10 kA or less.
 - 2. Exclude equipment rated 240-V ac or less when supplied by a single transformer rated less than 125 kVA.

- F. Study electrical distribution system from normal and alternate power sources throughout electrical distribution system for Project. Study all cases of system-switching configurations and alternate operations that could result in maximum fault conditions.
- G. The calculations shall include the ac fault-current decay from induction motors, synchronous motors, and asynchronous generators and shall apply to low- and medium-voltage, three-phase ac systems. The calculations shall also account for the fault-current dc decrement, to address the asymmetrical requirements of the interrupting equipment.
 - 1. For grounded systems, provide a bolted line-to-ground fault-current study for areas as defined for the three-phase bolted fault short-circuit study.
- H. Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault at each of the following:
 - 1. Electric utility's supply termination point.
 - 2. Incoming switchgear.
 - 3. Unit substation primary and secondary terminals.
 - 4. Low-voltage switchgear.
 - 5. Motor-control centers.
 - 6. Control panels.
 - 7. Standby generators and automatic transfer switches.
 - 8. Branch circuit panelboards.
 - 9. Disconnect switches.

3.3 ADJUSTING

- A. Make minor modifications to equipment as required to accomplish compliance with short-circuit study.

3.4 DEMONSTRATION

- A. Train Owner's operating and maintenance personnel in the use of study results.

END OF SECTION 16401

SECTION 16402 - OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes computer-based, overcurrent protective device coordination studies to determine overcurrent protective devices and to determine overcurrent protective device settings for selective tripping.

1.3 DEFINITIONS

- A. 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.
- B. One-Line Diagram: A diagram which shows, by means of single lines and graphic symbols, the course of an electric circuit or system of circuits and the component devices or parts used therein.
- C. Protective Device: A device that senses when an abnormal current flow exists and then removes the affected portion from the system.
- D. SCCR: Short-circuit current rating.
- E. Service: The conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served.

1.4 ACTION SUBMITTALS

- A. Product Data: For computer software program to be used for studies.
- B. Other Action Submittals: Submit the following after the approval of system protective devices submittals. Submittals shall be in digital form.
 - 1. Coordination-study input data, including completed computer program input data sheets.
 - 2. Study and equipment evaluation reports.
 - 3. Overcurrent protective device coordination study report; signed, dated, and sealed by a qualified professional engineer.
 - a. Submit study report for action prior to receiving final approval of the distribution equipment submittals. If formal completion of studies will cause delay in equipment manufacturing, obtain approval from Architect for preliminary submittal of sufficient study data to ensure that the selection of devices and associated characteristics is satisfactory.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Coordination Study Specialist and Field Adjusting Agency.
- B. Product Certificates: For overcurrent protective device coordination study software, certifying compliance with IEEE 399.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For the overcurrent protective devices to include in emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - a. The following parts from the Protective Device Coordination Study Report:
 - 1) One-line diagram.
 - 2) Protective device coordination study.
 - 3) Time-current coordination curves.
 - b. Power system data.

1.7 QUALITY ASSURANCE

- A. Studies shall use computer programs that are distributed nationally and are in wide use. Software algorithms shall comply with requirements of standards and guides specified in this Section. Manual calculations are unacceptable.
- B. Coordination Study Software Developer Qualifications: An entity that owns and markets computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.
 - 1. The computer program shall be developed under the charge of a licensed professional engineer who holds IEEE Computer Society's Certified Software Development Professional certification.
- C. Coordination Study Specialist Qualifications: Professional engineer in charge of performing the study and documenting recommendations, licensed in the state where Project is located. All elements of the study shall be performed under the direct supervision and control of this professional engineer.
- D. Field Adjusting Agency Qualifications: An independent agency, with the experience and capability to adjust overcurrent devices and to conduct the testing indicated, that is a member company of the International Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 COMPUTER SOFTWARE DEVELOPERS

- A. Software Developers:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. SKM Systems Analysis, Inc.
 - b. ETAP
- B. Comply with IEEE 242 and IEEE 399.
- C. Analytical features of device coordination study computer software program shall have the capability to calculate "mandatory," "very desirable," and "desirable" features as listed in IEEE 399.
- D. Computer software program shall be capable of plotting and diagramming time-current-characteristic curves as part of its output. Computer software program shall report device

settings and ratings of all overcurrent protective devices and shall demonstrate selective coordination by computer-generated, time-current coordination plots.

1. Optional Features:
 - a. Arcing faults.
 - b. Simultaneous faults.
 - c. Explicit negative sequence.
 - d. Mutual coupling in zero sequence.

2.2 PROTECTIVE DEVICE COORDINATION STUDY REPORT CONTENTS

- A. Executive summary.
- B. Study descriptions, purpose, basis and scope. Include case descriptions, definition of terms and guide for interpretation of the computer printout.
- C. One-line diagram, showing the following:
 1. Protective device designations and ampere ratings.
 2. Cable size and lengths.
 3. Transformer kilovolt ampere (kVA) and voltage ratings.
 4. Motor and generator designations and kVA ratings.
 5. Switchgear, switchboard, motor-control center, and panelboard designations.
- D. Study Input Data: As described in "Power System Data" Article.
- E. Short-Circuit Study Output: As specified in "Short-Circuit Study Output" Paragraph in "Short-Circuit Study Report Contents" Article in Section 260572 "Overcurrent Protective Device Short-Circuit Study."
- F. Protective Device Coordination Study:
 1. Report recommended settings of protective devices, ready to be applied in the field. Use manufacturer's data sheets for recording the recommended setting of overcurrent protective devices when available.
 - a. Phase and Ground Relays:
 - 1) Device tag.
 - 2) Relay current transformer ratio and tap, time dial, and instantaneous pickup value
 - 3) .Recommendations on improved relaying systems, if applicable.
 - b. Circuit Breakers:
 - 1) Adjustable pickups and time delays (long time, short time, ground).
 - 2) Adjustable time-current characteristic.
 - 3) Adjustable instantaneous pickup.
 - 4) Recommendations on improved trip systems, if applicable.
 - c. Fuses: Show current rating, voltage, and class.
- G. Time-Current Coordination Curves: Determine settings of overcurrent protective devices to achieve selective coordination. Graphically illustrate that adequate time separation exists between devices installed in series, including power utility company's upstream devices. Prepare separate sets of curves for the switching schemes and for emergency periods where the power source is local generation. Show the following information:
 1. Device tag and title, one-line diagram with legend identifying the portion of the system covered.

2. Terminate device characteristic curves at a point reflecting maximum symmetrical or asymmetrical fault current to which the device is exposed.
3. Identify the device associated with each curve by manufacturer type, function, and, if applicable, tap, time delay, and instantaneous settings recommended.
4. Plot the following listed characteristic curves, as applicable:
 - a. Power utility's overcurrent protective device.
 - b. Medium-voltage equipment overcurrent relays.
 - c. Medium- and low-voltage fuses including manufacturer's minimum melt, total clearing, tolerance, and damage bands.
 - d. Low-voltage equipment circuit-breaker trip devices, including manufacturer's tolerance bands.
 - e. Transformer full-load current, magnetizing inrush current, and ANSI through-fault protection curves.
 - f. Cables and conductors damage curves.
 - g. Ground-fault protective devices.
 - h. Motor-starting characteristics and motor damage points.
 - i. Generator short-circuit decrement curve and generator damage point.
 - j. The largest feeder circuit breaker in each motor-control center and panelboard.
5. Series rating on equipment allows the application of two series interrupting devices for a condition where the available fault current is greater than the interrupting rating of the downstream equipment. Both devices share in the interruption of the fault and selectivity is sacrificed at high fault levels. Maintain selectivity for tripping currents caused by overloads.
6. Provide adequate time margins between device characteristics such that selective operation is achieved.
7. Comments and recommendations for system improvements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine Project overcurrent protective device submittals for compliance with electrical distribution system coordination requirements and other conditions affecting performance. Devices to be coordinated are indicated on Drawings.
 1. Proceed with coordination study only after relevant equipment submittals have been assembled. Overcurrent protective devices that have not been submitted and approved prior to coordination study may not be used in study.

3.2 PROTECTIVE DEVICE COORDINATION STUDY

- A. Comply with IEEE 242 for calculating short-circuit currents and determining coordination time intervals.
- B. Comply with IEEE 399 for general study procedures.
- C. The study shall be based on the device characteristics supplied by device manufacturer.
- D. The extent of the electrical power system to be studied is indicated on Drawings.
- E. Begin analysis at the service, extending down to the system overcurrent protective devices as follows:
 1. To normal system low-voltage load buses where fault current is 10 kA or less.
 2. Exclude equipment rated 240-V ac or less when supplied by a single transformer rated less than 125 kVA.

- F. Study electrical distribution system from normal and alternate power sources throughout electrical distribution system for Project. Study all cases of system-switching configurations and alternate operations that could result in maximum fault conditions.
- G. Transformer Primary Overcurrent Protective Devices:
1. Device shall not operate in response to the following:
 - a. Inrush current when first energized.
 - b. Self-cooled, full-load current or forced-air-cooled, full-load current, whichever is specified for that transformer.
 - c. Permissible transformer overloads according to IEEE C57.96 if required by unusual loading or emergency conditions.
 2. Device settings shall protect transformers according to IEEE C57.12.00, for fault currents.
- H. Motor Protection:
1. Select protection for low-voltage motors according to IEEE 242 and NFPA 70.
 2. Select protection for motors served at voltages more than 600 V according to IEEE 620.
- I. Conductor Protection: Protect cables against damage from fault currents according to ICEA P-32-382, ICEA P-45-482, and protection recommendations in IEEE 242. Demonstrate that equipment withstands the maximum short-circuit current for a time equivalent to the tripping time of the primary relay protection or total clearing time of the fuse. To determine temperatures that damage insulation, use curves from cable manufacturers or from listed standards indicating conductor size and short-circuit current.
- J. Generator Protection: Select protection according to manufacturer's written recommendations and to IEEE 242.
- K. The calculations shall include the ac fault-current decay from induction motors, synchronous motors, and asynchronous generators and shall apply to low- and medium-voltage, three-phase ac systems. The calculations shall also account for the fault-current dc decrement, to address the asymmetrical requirements of the interrupting equipment.
1. For grounded systems, provide a bolted line-to-ground fault-current study for areas as defined for the three-phase bolted fault short-circuit study.
- L. Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault and single line-to-ground fault at each of the following:
1. Electric utility's supply termination point.
 2. Switchgear.
 3. Unit substation primary and secondary terminals.
 4. Low-voltage switchgear.
 5. Motor-control centers.
 6. Standby generators and automatic transfer switches.
 7. Branch circuit panelboards.
- M. Protective Device Evaluation:
1. Evaluate equipment and protective devices and compare to short-circuit ratings.
 2. Adequacy of switchgear, motor-control centers, and panelboard bus bars to withstand short-circuit stresses.

3.3 LOAD-FLOW AND VOLTAGE-DROP STUDY

- A. Perform a load-flow and voltage-drop study to determine the steady-state loading profile of the system. Analyze power system performance two times as follows:
 - 1. Determine load-flow and voltage drop based on full-load currents obtained in "Power System Data" Article.
 - 2. Determine load-flow and voltage drop based on 80 percent of the design capacity of the load buses.
 - 3. Prepare the load-flow and voltage-drop analysis and report to show power system components that are overloaded, or might become overloaded; show bus voltages that are less than as prescribed by NFPA 70.

3.4 MOTOR-STARTING STUDY

- A. Perform a motor-starting study to analyze the transient effect of the system's voltage profile during motor starting. Calculate significant motor-starting voltage profiles and analyze the effects of the motor starting on the power system stability.
- B. Prepare the motor-starting study report, noting light flicker for limits proposed by IEEE 141 and voltage sags so as not to affect the operation of other utilization equipment on the system supplying the motor.

3.5 POWER SYSTEM DATA

- A. Obtain all data necessary for the conduct of the overcurrent protective device study.
 - 1. Verify completeness of data supplied in the one-line diagram on Drawings. Call discrepancies to the attention of Engineer.
 - 2. For new equipment, use characteristics submitted under the provisions of action submittals and information submittals for this Project.
 - 3. For existing equipment, whether or not relocated obtain required electrical distribution system data by field investigation and surveys, conducted by qualified technicians and engineers. The qualifications of technicians and engineers shall be qualified as defined by NFPA 70E.
- B. Gather and tabulate the following input data to support coordination study. The list below is a guide. Comply with recommendations in IEEE 551 for the amount of detail required to be acquired in the field. Field data gathering shall be under the direct supervision and control of the engineer in charge of performing the study, and shall be by the engineer or its representative who holds NETA ETT Level III certification or NICET Electrical Power Testing Level III certification.
 - 1. Product Data for overcurrent protective devices specified in other Sections and involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.
 - 2. Electrical power utility impedance at the service.
 - 3. Power sources and ties.
 - 4. Short-circuit current at each system bus, three phase and line-to-ground.
 - 5. Full-load current of all loads.
 - 6. Voltage level at each bus.
 - 7. For transformers, include kVA, primary and secondary voltages, connection type, impedance, X/R ratio, taps measured in percent, and phase shift.
 - 8. For reactors, provide manufacturer and model designation, voltage rating, and impedance.

9. For circuit breakers and fuses, provide manufacturer and model designation. List type of breaker, type of trip and available range of settings, SCCR, current rating, and breaker settings.
10. Generator short-circuit current contribution data, including short-circuit reactance, rated kVA, rated voltage, and X/R ratio.
11. For relays, provide manufacturer and model designation, current transformer ratios, potential transformer ratios, and relay settings.
12. Maximum demands from service meters.
13. Busway manufacturer and model designation, current rating, impedance, lengths, and conductor material.
14. Motor horsepower and NEMA MG 1 code letter designation.
15. Low-voltage cable sizes, lengths, number, conductor material, and conduit material (magnetic or nonmagnetic).
16. Medium-voltage cable sizes, lengths, conductor material, and cable construction and metallic shield performance parameters.
17. Data sheets to supplement electrical distribution system diagram, cross-referenced with tag numbers on diagram, showing the following:
 - a. Special load considerations, including starting inrush currents and frequent starting and stopping.
 - b. Transformer characteristics, including primary protective device, magnetic inrush current, and overload capability.
 - c. Motor full-load current, locked rotor current, service factor, starting time, type of start, and thermal-damage curve.
 - d. Generator thermal-damage curve.
 - e. Ratings, types, and settings of utility company's overcurrent protective devices.
 - f. Special overcurrent protective device settings or types stipulated by utility company.
 - g. Time-current-characteristic curves of devices indicated to be coordinated.
 - h. Manufacturer, frame size, interrupting rating in amperes rms symmetrical, ampere or current sensor rating, long-time adjustment range, short-time adjustment range, and instantaneous adjustment range for circuit breakers.
 - i. Manufacturer and type, ampere-tap adjustment range, time-delay adjustment range, instantaneous attachment adjustment range, and current transformer ratio for overcurrent relays.
 - j. Panelboards, switchboards, motor-control center ampacity, and SCCR in amperes rms symmetrical.
 - k. Identify series-rated interrupting devices for a condition where the available fault current is greater than the interrupting rating of the downstream equipment. Obtain device data details to allow verification that series application of these devices complies with NFPA 70 and UL 489 requirements.

3.6 FIELD ADJUSTING

- A. Adjust relay and protective device settings according to the recommended settings provided by the coordination study. Field adjustments shall be completed by the engineering service division of the equipment manufacturer under the Startup and Acceptance Testing contract portion.
- B. Make minor modifications to equipment as required to accomplish compliance with short-circuit and protective device coordination studies.
- C. Testing and adjusting shall be by a full-time employee of the Field Adjusting Agency, who holds NETA ETT Level III certification or NICET Electrical Power Testing Level III certification.

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters. Perform NETA tests and inspections for all adjustable overcurrent protective devices.

3.7 DEMONSTRATION

- A. Engage the Coordination Study Specialist to train Owner's maintenance personnel in the following:
 1. Acquaint personnel in the fundamentals of operating the power system in normal and emergency modes.
 2. Hand-out and explain the objectives of the coordination study, study descriptions, purpose, basis, and scope. Include case descriptions, definition of terms, and guide for interpreting the time-current coordination curves.
 3. Adjust, operate, and maintain overcurrent protective device settings.

END OF SECTION 16402

SECTION 16403 - OVERCURRENT PROTECTIVE DEVICE ARC-FLASH STUDY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes a computer-based, arc-flash study to determine the arc-flash hazard distance and the incident energy to which personnel could be exposed during work on or near electrical equipment.

1.3 DEFINITIONS

- A. 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.
- B. One-Line Diagram: A diagram which shows, by means of single lines and graphic symbols, the course of an electric circuit or system of circuits and the component devices or parts used therein.
- C. Protective Device: A device that senses when an abnormal current flow exists and then removes the affected portion from the system.
- D. SCCR: Short-circuit current rating.
- E. Service: The conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served.

1.4 ACTION SUBMITTALS

- A. Product Data: For computer software program to be used for studies.
- B. Other Action Submittals: Submit the following submittals after the approval of system protective devices submittals. Submittals shall be in digital form.
 - 1. Arc-flash study input data, including completed computer program input data sheets.
 - 2. Arc-flash study report; signed, dated, and sealed by a qualified professional engineer.
 - a. Submit study report for action prior to receiving final approval of the distribution equipment submittals. If formal completion of studies will cause delay in equipment manufacturing, obtain approval from Architect for preliminary submittal of sufficient study data to ensure that the selection of devices and associated characteristics is satisfactory.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Arc-Flash Study Specialist and Field Adjusting Agency.
- B. Product Certificates: For arc-flash hazard analysis software, certifying compliance with IEEE 1584 and NFPA 70E.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance procedures according to requirements in NFPA 70E shall be provided in the equipment manuals.
- B. Operation and Maintenance Procedures: In addition to items specified in Section 017823 "Operation and Maintenance Data," provide maintenance procedures for use by Owner's personnel that comply with requirements in NFPA 70E.

1.7 QUALITY ASSURANCE

- A. Studies shall use computer programs that are distributed nationally and are in wide use. Software algorithms shall comply with requirements of standards and guides specified in this Section. Manual calculations are unacceptable.
- B. Arc-Flash Study Software Developer Qualifications: An entity that owns and markets computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.
 - 1. The computer program shall be developed under the charge of a licensed professional engineer who holds IEEE Computer Society's Certified Software Development Professional certification.
- C. Arc-Flash Study Specialist Qualifications: Professional engineer in charge of performing the study, analyzing the arc flash, and documenting recommendations, licensed in the state where Project is located. All elements of the study shall be performed under the direct supervision and control of this professional engineer.
- D. Field Adjusting Agency Qualifications: An independent agency, with the experience and capability to adjust overcurrent devices and to conduct the testing indicated, that is a member company of the International Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 COMPUTER SOFTWARE DEVELOPERS

- A. Software Developers:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. SKM Systems Analysis, Inc.
 - b. ETAP
- B. Comply with IEEE 1584 and NFPA 70E.
- C. Analytical features of device coordination study computer software program shall have the capability to calculate "mandatory," "very desirable," and "desirable" features as listed in IEEE 399.

2.2 ARC-FLASH STUDY REPORT CONTENT

- A. Executive summary.
- B. Study descriptions, purpose, basis and scope.
- C. One-line diagram, showing the following:

1. Protective device designations and ampere ratings.
 2. Cable size and lengths.
 3. Transformer kilovolt ampere (kVA) and voltage ratings.
 4. Motor and generator designations and kVA ratings.
 5. Switchgear, switchboard, motor-control center and panelboard designations.
- D. Study Input Data: As described in "Power System Data" Article.
- E. Short-Circuit Study Output: As specified in "Short Circuit Study Output" Paragraph in "Short-Circuit Study Report Contents" Article in Section 260572 "Overcurrent Protective Device Short-Circuit Study."
- F. Protective Device Coordination Study Report Contents: As specified in "Protective Device Coordination Study Report Contents" Article in Section 260573 "Overcurrent Protective Device Coordination Study."
- G. Arc-Flash Study Output:
1. Interrupting Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
 - a. Voltage.
 - b. Calculated symmetrical fault-current magnitude and angle.
 - c. Fault-point X/R ratio.
 - d. No AC Decrement (NACD) ratio.
 - e. Equivalent impedance.
 - f. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a symmetrical basis.
 - g. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a total basis
- H. Incident Energy and Flash Protection Boundary Calculations:
1. Arcing fault magnitude with and without required Arc Energy Reduction methods.
 2. Protective device clearing time.
 3. Duration of arc.
 4. Arc-flash boundary.
 5. Working distance.
 6. Incident energy.
 7. Hazard risk category.
 8. Recommendations for arc-flash energy reduction.
- I. Fault study input data, case descriptions, and fault-current calculations including a definition of terms and guide for interpretation of the computer printout.

2.3 ARC-FLASH WARNING LABELS

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems." Produce a 3.5-by-5-inch thermal transfer label of high-adhesion polyester for each work location included in the analysis.
- B. The label shall have an orange header with the wording, "WARNING, ARC-FLASH HAZARD," and shall include the following information taken directly from the arc-flash hazard analysis:
1. Location designation.
 2. Nominal voltage.

3. Flash protection boundary.
 4. Hazard risk category.
 5. Incident energy.
 6. Working distance.
 7. Engineering report number, revision number, and issue date.
- C. Labels shall be machine printed, with no field-applied markings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine Project overcurrent protective device submittals. Proceed with arc-flash study only after relevant equipment submittals have been assembled. Overcurrent protective devices that have not been submitted and approved prior to arc-flash study may not be used in study.

3.2 ARC-FLASH HAZARD ANALYSIS

- A. Comply with NFPA 70E and its Annex D for hazard analysis study.
- B. Preparatory Studies:
1. Protective Device Coordination Study Report Contents: As specified in "Protective Device Coordination Study Report Contents" Article in Section 260573 "Overcurrent Protective Device Coordination Study."
- C. Calculate maximum and minimum contributions of fault-current size.
1. The minimum calculation shall assume that the utility contribution is at a minimum and shall assume no motor load.
 2. The maximum calculation shall assume a maximum contribution from the utility and shall assume motors to be operating under full-load conditions.
- D. Calculate the arc-flash protection boundary and incident energy at locations in the electrical distribution system where personnel could perform work on energized parts.
- E. Include medium- and low-voltage equipment locations, except equipment rated 240-V ac or less fed from transformers less than 125 kVA.
- F. Safe working distances shall be specified for calculated fault locations based on the calculated arc-flash boundary, considering incident energy of 1.2 cal/sq.cm.
- G. Incident energy calculations shall consider the accumulation of energy over time when performing arc-flash calculations on buses with multiple sources. Iterative calculations shall take into account the changing current contributions, as the sources are interrupted or decremented with time. Fault contribution from motors and generators shall be decremented as follows:
1. Fault contribution from induction motors should not be considered beyond three to five cycles.
 2. Fault contribution from synchronous motors and generators should be decayed to match the actual decrement of each as closely as possible (e.g., contributions from permanent magnet generators will typically decay from 10 per unit to three per unit after 10 cycles).
- H. Arc-flash computation shall include both line and load side of a circuit breaker as follows:

1. When the circuit breaker is in a separate enclosure.
 2. When the line terminals of the circuit breaker are separate from the work location.
- I. Base arc-flash calculations on actual overcurrent protective device clearing time. Cap maximum clearing time at two seconds based on IEEE 1584, Section B.1.2.

3.3 POWER SYSTEM DATA

- A. Obtain all data necessary for the conduct of the arc-flash hazard analysis.
1. Verify completeness of data supplied on the one-line diagram on Drawings and under "Preparatory Studies" Paragraph in "Arc-Flash Hazard Analysis" Article. Call discrepancies to the attention of Engineer.
 2. For new equipment, use characteristics submitted under the provisions of action submittals and information submittals for this Project.
 3. For existing equipment, whether or not relocated, obtain required electrical distribution system data by field investigation and surveys, conducted by qualified technicians and engineers.
- B. Electrical Survey Data: Gather and tabulate the following input data to support study. Comply with recommendations in IEEE 1584 and NFPA 70E as to the amount of detail that is required to be acquired in the field. Field data gathering shall be under the direct supervision and control of the engineer in charge of performing the study, and shall be by the engineer or its representative who holds NETA ETT Level III certification or NICET Electrical Power Testing Level III certification.
1. Product Data for overcurrent protective devices specified in other Sections and involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.
 2. Obtain electrical power utility impedance at the service.
 3. Power sources and ties.
 4. Short-circuit current at each system bus, three phase and line-to-ground.
 5. Full-load current of all loads.
 6. Voltage level at each bus.
 7. For transformers, include kVA, primary and secondary voltages, connection type, impedance, X/R ratio, taps measured in per cent, and phase shift.
 8. For reactors, provide manufacturer and model designation, voltage rating and impedance.
 9. For circuit breakers and fuses, provide manufacturer and model designation. List type of breaker, type of trip and available range of settings, SCCR, current rating, and breaker settings.
 10. Generator short-circuit current contribution data, including short-circuit reactance, rated kVA, rated voltage, and X/R ratio.
 11. For relays, provide manufacturer and model designation, current transformer ratios, potential transformer ratios, and relay settings.
 12. Busway manufacturer and model designation, current rating, impedance, lengths, and conductor material.
 13. Motor horsepower and NEMA MG 1 code letter designation.
 14. Low-voltage cable sizes, lengths, number, conductor material and conduit material (magnetic or nonmagnetic).
 15. Medium-voltage cable sizes, lengths, conductor material, and cable construction and metallic shield performance parameters.

3.4 LABELING

A. Apply one arc-flash label for 600-V ac, 480-V ac, and applicable 208-V ac panelboards and disconnects and for each of the following locations:

1. Motor-control center.
2. Low-voltage switchboard.
3. Switchgear.
4. Medium-voltage switch.
5. Control panel.

3.5 APPLICATION OF WARNING LABELS

A. Install the arc-fault warning labels under the direct supervision and control of the Arc-Flash Study Specialist.

3.6 DEMONSTRATION

A. Engage the Arc-Flash Study Specialist to train Owner's maintenance personnel in the potential arc-flash hazards associated with working on energized equipment and the significance of the arc-flash warning labels.

END OF SECTION 16403

SECTION 16455 - GROUNDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions) as appropriate, apply to the Work specified in this Section.
- B. Refer to all Electrical portions of the specifications, as well as the Specifications for the other various trades and materials and be thoroughly familiar with all provisions regarding electrical work.

1.2 GENERAL

- A. Contractor shall provide grounding of service equipment, transformers, non-current carrying conductive surfaces of equipment, cable tray, metallic raceways, fencing, metal buildings, structures and other equipment as specified herein and as shown on the drawings.

1.3 SCOPE

- A. The equipment shall be grounded as shown on the plans and as specified herein. All metal structures and equipment, including fences, shall be connected to the systems ground grid. Ground conductors must be as short and straight as possible, protected from mechanical injury and, if practicable, without splice or joint.
- B. Provide and install 1" C with insulated 3/0 C.U. service grounding conductor from grounding electrode(s) to telephone service backboard and to each and every tele/data/CATV closet.
- C. Provide and install Andrew Corporation No. MTC 9674TS 1/4" x 2" x 10" Tamper Resistant Copper Bus Bar Kit or approved equivalent, at each telephone service backboard, data backboard, CATV backboard in the MDF Room and IDF Rooms. Terminate 3/0 C.U. conductor to each bus bar. Refer to details.

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Main grounding conductors shall be bare, soft drawn, stranded, single conductor copper wire, and generally sized as follows:
 - 1. Ground grid cable: #3/0 AWG
 - 2. Equipment and structures to grid conductor: #3/0 AWG
 - 3. Fence grid conductor: #3/0 AWG
 - 4. Fence-to-fence post conductor: #2 AWG (Stranded)
 - 5. Fence post to grid conductor: #2 AWG (Stranded)

2.2 CONNECTORS

- A. All connectors shall be of the exothermic weld type.

2.3 GROUND RODS

- A. Ground electrodes shall be copper-clad steel rods nominal 3/4 inch in diameter and ten feet (10') long.

2.4 EXOTHERMIC WELD PROCESS

- A. All wire-to-wire exothermic welds shall be the parallel type. Wire-to-wire rod connections shall be "T" type. The following is a partial list of approved Cadweld type connections. Prior approved equivalent connectors by other manufacturers may be utilized.

Connections	Cadweld Type
Parallel cable-to-cable	PG
Cable to ground rod	GR, FT, NT or NX
Cable to steel	VN
Cable to lug	LA
Cable to rebar	Consult factory (similar to RR)

PART 3 - EXECUTION

3.1 EXPOSED NON-CURRENT-CARRYING METAL PARTS

- A. Ground connections to equipment or devices shall be made as close to the current-carrying parts as possible; that is, to the main frame rather than supporting structures, bases or shields. Grounding connections shall be made only to surfaces that are clean and dry. Steel surfaces shall be ground or filed to remove all scale, rust, grease and dirt. Copper and galvanized steel shall be cleaned to remove oxide before making welds or connections. Code size ground conductors shall be run in all conduits containing circuits protected by overcurrent devices; then properly terminated.
- B. All raceways, cable racks, cable trays, conduits, armored or shielded cable or cables with ground and all exposed non-current carrying metal parts shall be grounded. Such items shall be bonded together and permanently grounded to the equipment ground bus. Conduits shall be connected by the grounding bushings or clamps to ground bus. Flexible "jumpers" shall be provided around all raceway expansion joints. Bonding straps for steel conduit shall be copper. Jumper connections shall be provided to effectively ground all sections of rigid conduit connected into plastic pipe. No metallic conduit shall be left underground. In conduit systems interrupted by junction or switch boxes where locknuts and bushings are used to secure the conduit in the box, the sections of conduit and box must be bonded together using grounding bushings.
- C. Any conduits entering low voltage (600 volts or below) equipment through sheet metal enclosure and effectively grounded to enclosure by hub need not be otherwise bonded. Both ends of ground buses in switchboards, etc., shall be separately connected to the main ground bus to form two (2) separate paths to ground.
- D. All metal buildings shall be grounded by separate grounding conductor and ground rods. Fencing (existing and new) shall be grounded as specified herein and as shown on the drawings. Where exposed to physical damage, the ground wires shall be suitably protected with PVC conduit enclosures. Cables below grade shall be laid with a reasonable amount of slack to reduce the possibility of breakage.

3.2 EXOTHERMIC WELD PROCESS

- A. The grounding grid shall be installed and connected as specified herein and as shown on the drawings using an exothermic weld process (Cadweld or other approved

manufacturer). Where bolted connections are required, brass/bronze 2 hole pads exothermically welded to the grounding conductor shall be used.

- B. All exothermic weld grounding connections shall be made using exothermic welded Cadweld (or other approved manufacturer) connections, tools and materials.
- C. Unless noted otherwise, all copper-to-copper or copper-to-steel splices and terminating specified shall be made with exothermic welds.
- D. Steel surfaces shall be ground or filed to remove the galvanizing coating and the surface cleaned and dried thoroughly prior to making the welds. All welds shall be repainted with an approved galvanized paint after the welds are made.
- E. Copper surfaces shall be sanded to remove oxides and the surface cleaned and dried thoroughly prior to making the welds. All welds shall be painted with an approved anti-oxide manufactured by T&B or Burndy (or other approved manufacturer) to prevent corrosion.
- F. Brass/bronze split bolts shall be used to connect the fence grounding conductors where shown on the drawings.
- G. Where bolted connections are specified, brass/bronze 2 hole pads shall be utilized except for equipment manufactured neutral and ground busses. The equipment to be grounded shall be cleaned of all paint, dirt, and rust prior to making the bolted connection. All bolts, nuts, washers, and lock washers shall be stainless steel. All such connections shall be coated with an approved anti-oxide compound. Only one (1) 2-hole pad shall be terminated on one (1) set of bolts, nuts and washers.
- H. Where approved in writing by the Engineer, brass/bronze pipe ground clamps or 2 set screw 2 hole pads may be used for special conditions.
- I. Where grounding conductors or PVC conduits penetrate walls, floors, etc., these openings and conduits shall be sealed with Dow Corning No. 2001 Silicone RTV (or other prior approved manufacturer) after installation is complete.
- J. Provide gradual bends for all grounding grid cables wherever possible. Sharp bends will not be permitted. The minimum being radius should be 8 inches.
- K. The Contractor shall notify the Architect/Engineer when the buried grounding grid is completed for inspection by the Engineer prior to backfilling. Notification should be no less than 24 hours prior to scheduling the backfill of trenches.
- L. The Contractor shall test the grounding grid resistance and continuity. The testing shall be performed after all underground and above ground connections have been made. Refer to "Acceptance Testing" specification section for additional requirements.

END OF SECTION 16455

SECTION 16500 - LIGHTING FIXTURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions) as appropriate, apply to the Work specified in this Section.
- B. Refer to other Electrical specifications, as well as the Specifications for the other various trades and materials and be thoroughly familiar with all provisions regarding electrical work.

1.2 GENERAL

- A. The Contractor shall furnish and install lighting fixtures and accessories as shown on the drawings and/or described herein.
- B. Unless otherwise specified, lighting fixtures shall be permanently installed and connected to the wiring system.
- C. The Contractor shall support each new fixture independently, from the building structure. Ceiling framing members shall not be used to support fixtures except in specific areas where ceiling supports for this purpose have been specified elsewhere in these specifications.
- D. Catalog numbers scheduled on the drawings or descriptions of lighting fixtures contained herein may indicate fixture compatibility with certain types of ceiling construction. The Contractor shall determine exact type of ceilings actually to be furnished in each area and shall obtain fixtures to suit, deviating from specified catalog numbers or descriptions only where necessary, and only to the extent necessary to insure fixture-ceiling compatibility. The Contractor shall notify the Architect/Engineer in writing where such changes are to be made. Contractor shall clean all lighting fixtures of dirt and debris upon completion of project prior to requesting substantial completion inspection.
- E. Incandescent fixtures for recessed locations shall have a thermal cutout and be installed in accordance with manufacturer's requirements and in accordance with NEC.
- F. Unless noted otherwise on the drawings, lamps installed in each fixture shall be of the type specifically recommended by the manufacturer of the fixture for use in the fixture. Fixtures shall not be wired with or have any parts constructed using asbestos materials.
- G. All requests for prior approval shall contain the following:
 - 1. Photometric data for each fixture being submitted.
 - 2. For all exterior lighting, point by point foot candle levels shall be submitted. (Exception: Wall packs, ground mounted flood lights, landscape lighting).
 - 3. Listing of all deviations of fixtures proposed as compared to fixtures specified.
 - 4. For interior lighting point by point foot-candle levels shall be submitted for typed interior spaces (offices, classrooms, corridors) and for spaces with indirect and/or specialty lighting.

PART 2 - PRODUCTS

2.1 EMERGENCY BATTERY PACKS

A. Emergency battery packs shall be provided and installed in all fixtures denoted by the letter "E" appearing at the end of the fixture type designation and where required in the light fixture schedule. Emergency battery packs shall be installed in the ballast/driver housing (not on top of the fixture) of the fixture(s) unless specifically noted otherwise on the drawings.

B. Operation of the fixture shall be as follows:

<u>Normal A/C Power</u>	<u>Switch Position</u>	<u>Operation of Lamps/LED's</u>
On	On	All lamps/LED's operating
On	Off	All lamps/LED's off
Off	On	Emergency Lamps/LED'S all operating
Off	Off	Emergency Lamps/LED's all operating

C. Emergency operation of the light fixture shall provide a minimum total lamp output of 1200 lumens for a minimum time period of ninety (90) minutes.

D. Emergency battery packs shall be as manufactured by Bodine, Iota Engineering Co., or approved equivalent.

E. The Contractor shall be responsible for any additional wiring, conduit, labor, etc., to provide the emergency lighting system specified at no additional cost to the Owner. This includes running of a continuously energized conductor to each and every battery pack.

2.2 LED FIXTURES

A. Manufacturers of LED luminaires shall demonstrate a suitable testing program incorporating high heat, high humidity and thermal shock test regimens to ensure system reliability and to substantiate lifetime claims.

B. The use of IESNA LM-80 data to predict luminaire lifetime is not acceptable.

C. At time of manufacture, electrical and light technical properties shall be recorded for each luminaire. At a minimum, this should include lumen output, CCT, and CRJ. Each luminaire shall utilize a unique serial numbering scheme. Technical properties must be made available for a minimum of 5 years after the date of manufacture.

D. Luminaires shall be provided with a 5 year warranty covering LEDs, drivers, paint and mechanical components.

1. Each luminaire shall consist of an assembly that utilizes LEDs as the light source. In addition, a complete luminaire shall consist of a housing, LED array and electronic driver (power supply).
2. The rated operating temperature range shall be 30°C to +40°C.
3. Each luminaire is capable of operating above 100°F° (37°C), but not expected to comply with photometric requirements at elevated temperatures.
4. Photometry must be compliant with IESNA LF-79 and shall be conducted at 25°C ambient temperature.
5. The individual LEDs shall be constructed such that a catastrophic loss or the failure of one LED will not result in the loss of the entire luminaire.

6. Luminaire shall be constructed such that LED modules may be replaced or repaired without replacement of whole luminaire.
7. Each luminaire shall be listed with Underwriters Laboratory, Inc. under UL 1598 for luminaires, or an equivalent standard from a nationally recognized testing laboratory.
8. Power Consumption: Maximum power consumption allowed for the luminaire shall be determined by application. The luminaire shall not consume power in the off state.
9. Operation Voltage: The luminaire shall operate from a 60 HZ \pm 3HZ AC line over a voltage ranging from 108 VAC to 305 VAC. The fluctuation of line voltage shall have no visible effect on the luminous output.
10. Power Factor: The luminaire shall have a power factor of 0.90 or greater.
11. THD: Total harmonic distortion (current and voltage) induced into an AC power line by a luminaire shall not exceed 20 percent.
12. Surge Suppression: The luminaire onboard circuitry shall include fused surge protection devices (SPD) to withstand high repetition noise transients as a result of utility line switching, nearby lightning strikes, and other interference. The SPD shall protect the luminaire from damage and failure for common mode transient peak voltages up to 10 kV (minimum) and transient peak currents up to 5 kA (minimum) SPD shall conform to UL 1449 depending on the components used in the design. SPD performance shall be tested per the procedures in ANSI/IEEE C62.41-1992 (or current edition for category C (standard)). The SPD shall fail in such a way as the luminaire will no longer operate. The SPD shall be field replaceable.
13. Each luminaire shall have integral UL Listed Class II power supplies. Class I power supplies will not be acceptable.
14. Operational Performance: The LED circuitry shall prevent visible flicker to the unaided eye over the voltage range specified above.
15. RF Interference: LED drivers must meet Class A emission limits referred in Federal Communications Commission (FCC) Title 47, Subpart B, Section 15 regulations concerning the emission of electronic noise.
16. Drivers shall have a Class A sound rating.
17. Illuminance: The illuminance shall not decrease by more than 30% over the expected operating life. The measurements shall be calibrated to standard photopic calibrations.
18. Light Color Quality: The luminaire shall have a correlated color temperature (CCT) range of 3300K to 3700K, The color rendition index (CRI) shall be 80 or greater. Binning of LEDS shall conform to ANSI/G.NEMA SSL 3-2010.
19. Backlight –Uplight-Glare: the luminaire shall not allow more than 10 percent of the rated lumens to project above 80 degrees from vertical. The luminaire shall not allow more than 2.5 percent of the rated lumens to project above 90 degrees from vertical. Backlight and Glare ratings as per fixture schedule and calculated per IESNA TM-15.
20. The thermal management (of the heat generated by the LEDs) shall be of sufficient capacity to assure proper operation of the luminaire over the expected useful life.
21. The LED manufacturer's maximum thermal pad temperature for the expected life shall not be exceeded.
22. Thermal management shall be passive by design. The use of fans or other mechanical devices shall not be allowed.
23. The luminaire shall have a minimum heat sink surface such that LED manufacturer's maximum junction temperature is not exceeded at maximum rated ambient temperature.
24. The heat sink shall be aluminum.
25. The luminaires shall be dimmable from 100 percent output to 0 percent output.
26. Driver shall be internal to fixture.

PART 3 - EXECUTION

3.1 INSTALLATION

A. All surface mounted fixtures shall be properly anchored so that all sides of the fixture are butted up against the mounting surface. A minimum of two (2) anchors shall be used; however, where additional anchors are required to properly install fixture (all sides evenly spaced from ceiling), the Contractor shall provide and install them at no additional cost to the Owner.

1. Anchor types shall be as follows:

<u>Mounting Surface Material</u>	<u>Anchor type</u>
* Gypsum board (wall)	Toggle bolts or blocking with screws
Gypsum board (ceiling)	Expansion type anchor
Concrete/concrete block	Expansion type anchor
** Wood	Screws

*Anchor type shall be determined in field by Architect/Engineer as dictated by fixture weight.

** Any fixture installed on combustible material shall be installed on ½ minimum spacers unless prior approved, otherwise in writing by Architect/Engineer.

B. All recessed fixtures in suspended ceiling shall be supported by a minimum of two (2) support wires, at opposite corners of the fixture. Each support wire shall be continuous without splices to the building structure and separately anchored. Fixture support wires shall support only the light fixture and not the ceiling. Surface mounted fixtures installed on lay-in ceiling shall be supported as lay-in fixtures. Refer to details for additional requirements.

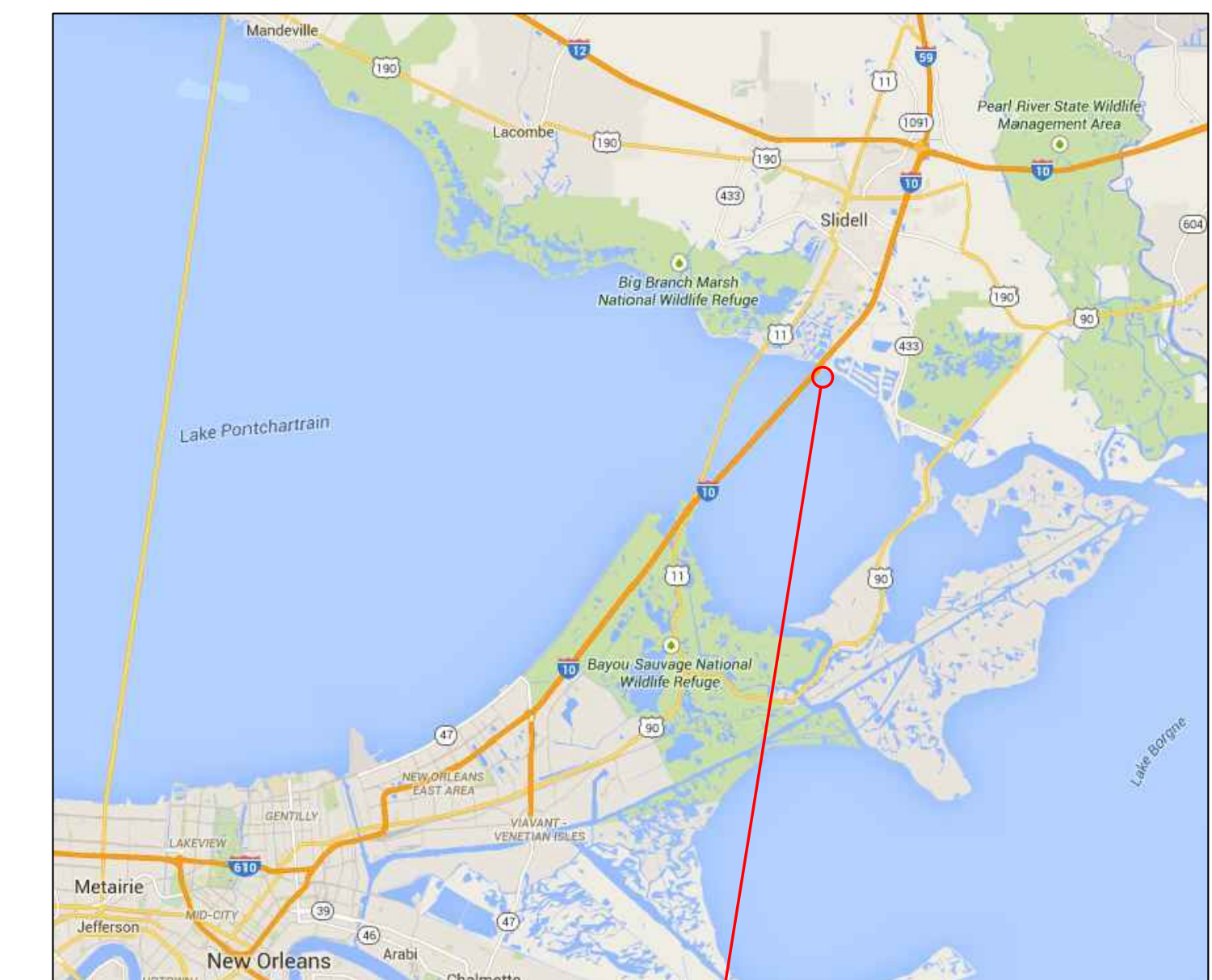
END OF SECTION 16500

SHEET INDEX	
#	SHEET TITLE
1	TITLE SHEET
2	GENERAL NOTES AND LEGEND
3	SURVEY
4	SITE PLAN
4a	BUILDING SITE PLAN AND SECTION
5	ENLARGED SITE PLAN
6	MISCELLANEOUS DETAILS
7	SHELTER DETAILS
E00	SYMBOLS AND ABBREVIATIONS
E01	PIER ELECTRICAL SITE PLAN
E02	ELECTRICAL FLOOR PLANS
FP01	FIRE PROTECTION SITE PLAN
FP02	FIRE PROTECTION DETAILS

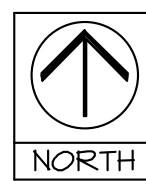
ST. TAMMANY FISHING PIER - PHASE II

ST. TAMMANY PARISH, LOUISIANA

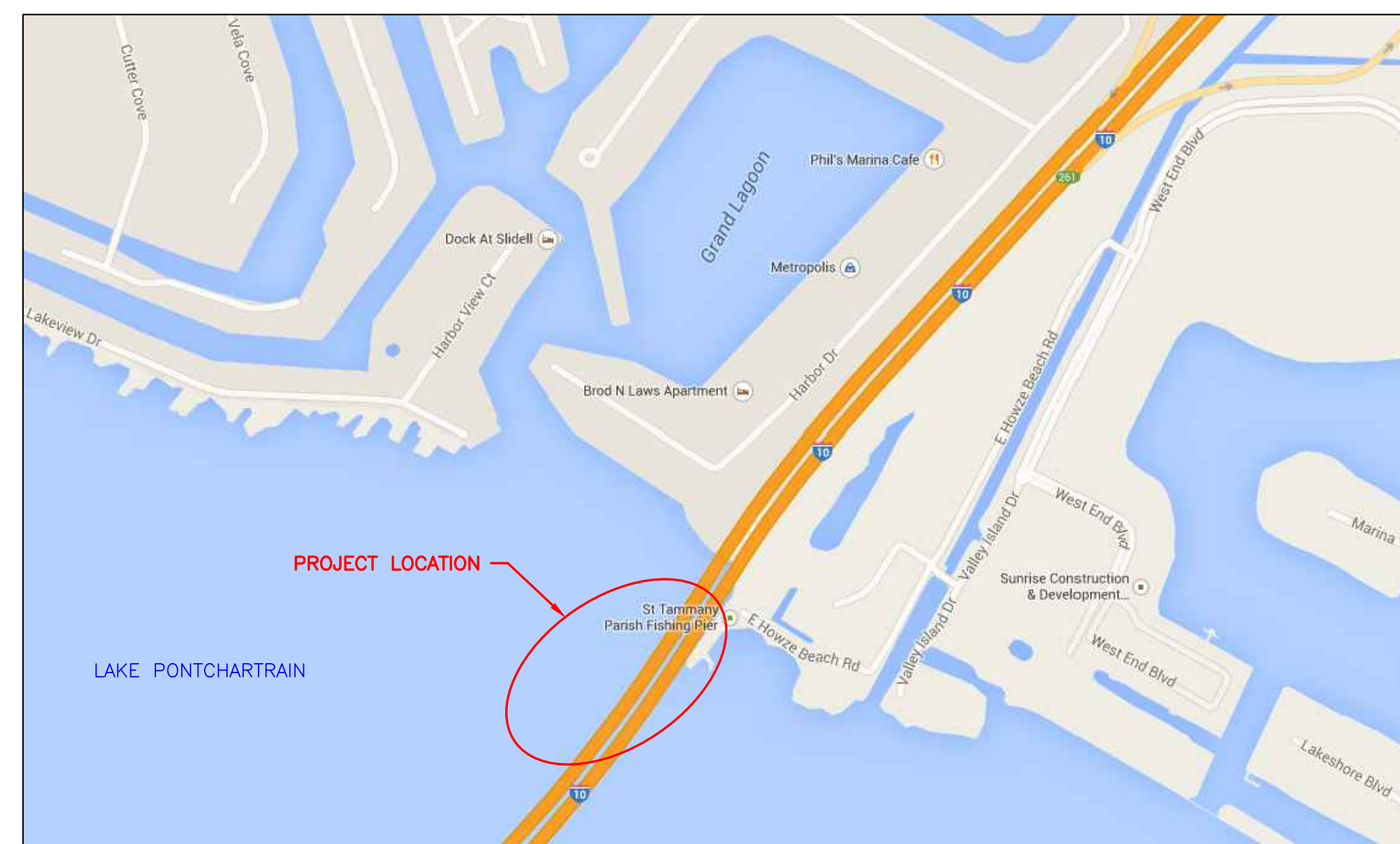
A/E PROJECT NO. 20-1419



PROJECT LOCATION



LOCATION MAP



PROJECT LOCATION



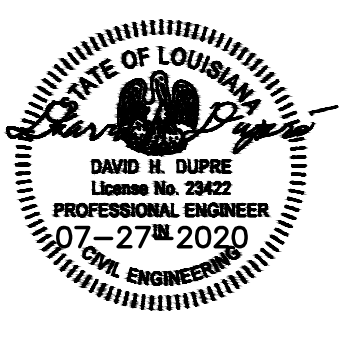
VICINITY MAP

ST. TAMMANY PARISH
MICHAEL B. COOPER - PARISH PRESIDENT
GINA HAYES - CHIEF ADMINISTRATIVE OFFICER

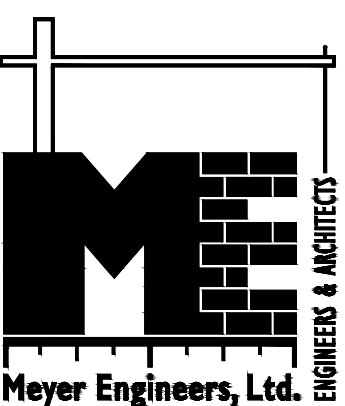
COUNCIL MEMBERS

- MARTY DEAN, DISTRICT 1 COUNCILMAN
- DAVID R. FITZGERALD DISTRICT 2 COUNCILMAN
- MARTHA J. CAZAUBON DISTRICT 3 COUNCILWOMAN
- MICHAEL LORINO, JR. CHAIRMAN DISTRICT 4 COUNCILMAN
- RYKERT O. TOLEDANO, JR. DISTRICT 5 COUNCILMAN
- CHERYL TANNER CHAIRMAN DISTRICT 6 COUNCILMAN
- JAMES J. DAVIS DISTRICT 7 COUNCILMAN
- CHRIS CANULETTE DISTRICT 8 COUNCILMAN
- MIKE M. SMITH DISTRICT 9 COUNCILMAN
- MAUREEN O'BRIEN DISTRICT 10 COUNCILWOMAN
- STEVE STEFANCIK, DISTRICT 11 COUNCILMAN
- JERRY BINDER DISTRICT 12 COUNCILMAN
- JAKE A. AIREY DISTRICT 13 COUNCILMAN
- THOMAS J. "TJ" SMITH DISTRICT 14 COUNCILMAN

project no. 20-1419
drawn EMC
checked DHD
date 07-27-2020
revised



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website.www.meyer-e-l.com



TITLE SHEET
ST. TAMMANY FISHING PIER - PHASE II
ST. TAMMANY PARISH, OWNER

sheet no.

1

of _____ sheets

NOTE:

ALTERNATE NO.1 INCLUDES:

- SHADE STRUCTURES (10'X20') - 5 EA
- BENCHES - 20 EA

ALTERNATE NO. 2 INCLUDES:

- CCTV SECURITY

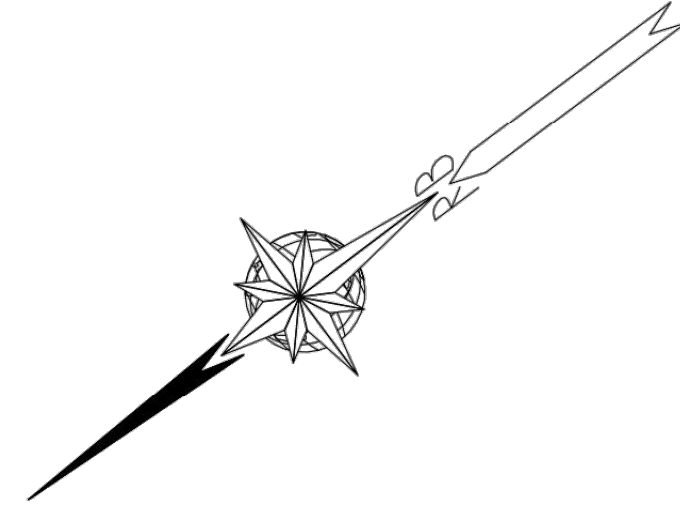
SLIDELL FISHING PIER
SLIDELL, LA
ST. TAMMANY PARISH, LOUISIANA

RANDALL W. BROWN & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS • PLANNERS • CONSULTANTS
228 W. CAUSEWAY APPROACH, MANDEVILLE, LA 70448
(985) 624-5388 • FAX(985) 624-5309

REVISED DATE:

DRAWN BY:
MAX
CHECKED BY:
RWB
DATE:
10/
SCALE:
1" = 60' ±
SURVEY No.
14853

SHEET



Topographic Survey of
SLIDELL FISHING PIER
SLIDELL, LA
ST. TAMMANY PARISH, LOUISIANA

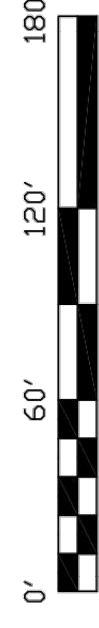
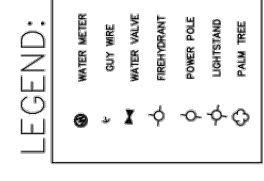
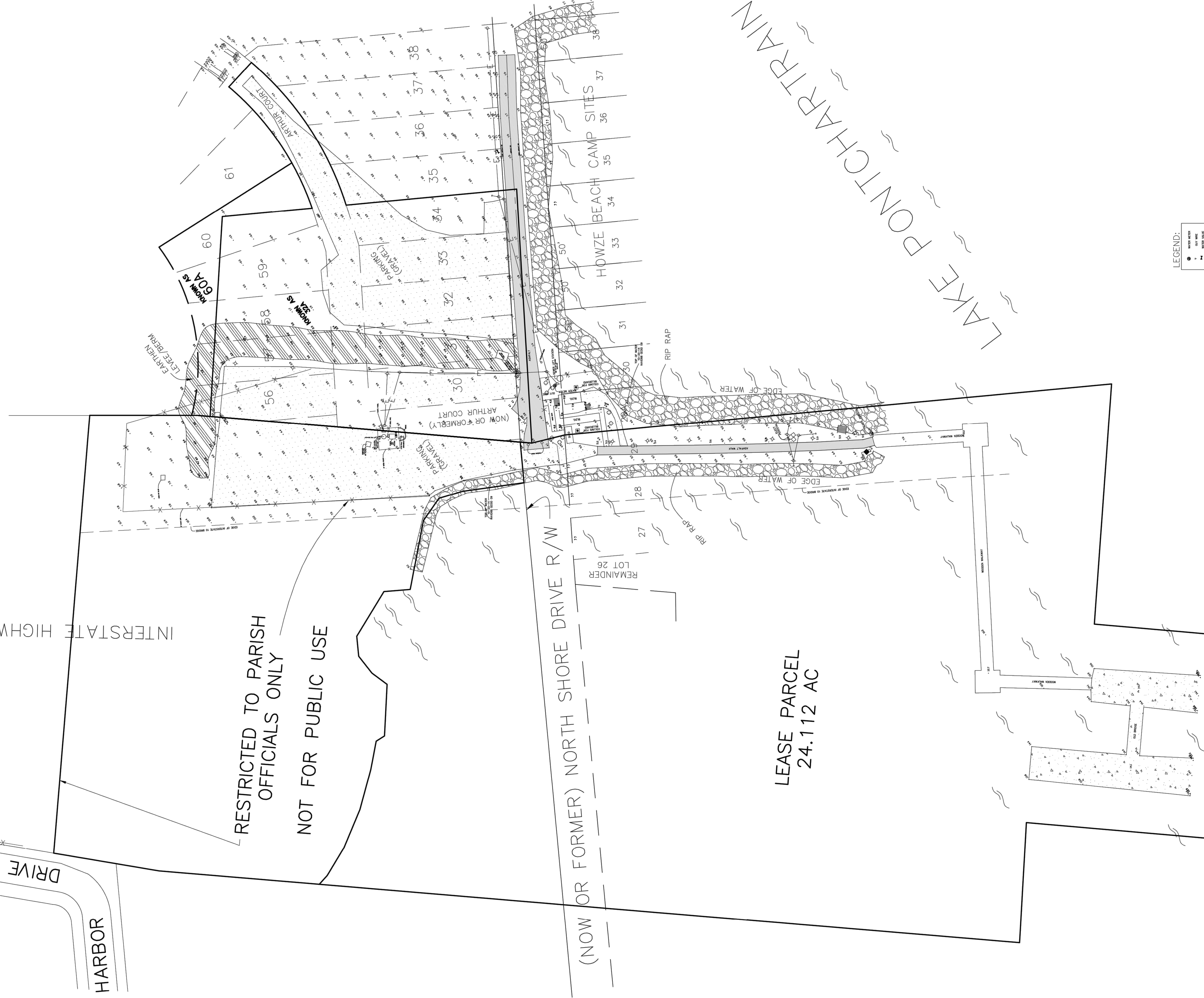
INTERSTATE HIGHWAY NO. 10 R.O.W.

HARBOR DRIVE

RESTRICTED TO PARISH OFFICIALS ONLY
NOT FOR PUBLIC USE

(NOW OR FORMER) NORTH SHORE DRIVE R/W

LEASE PARCEL
24.112 AC

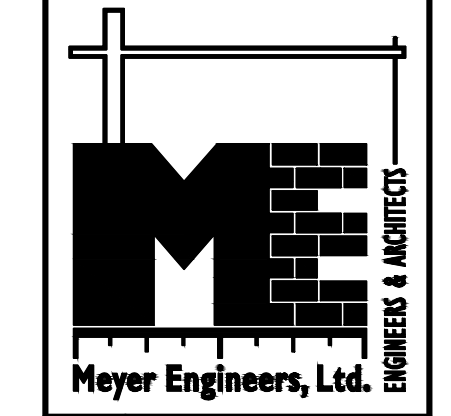


****THIS IS NOT A BOUNDARY SURVEY****

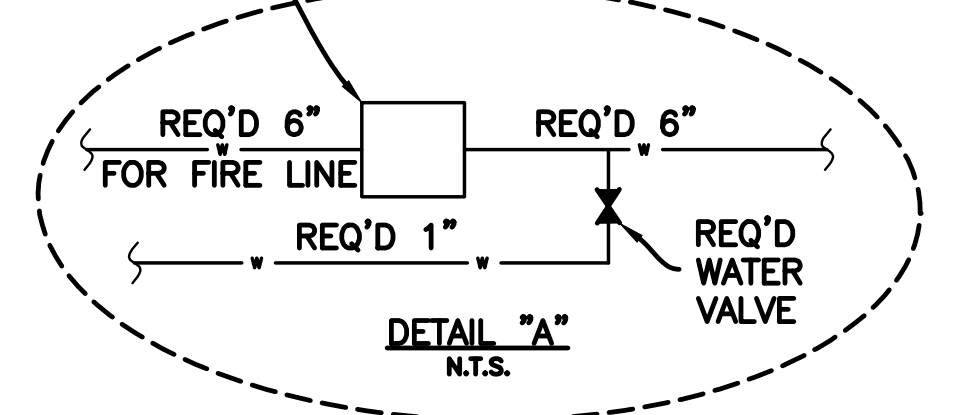
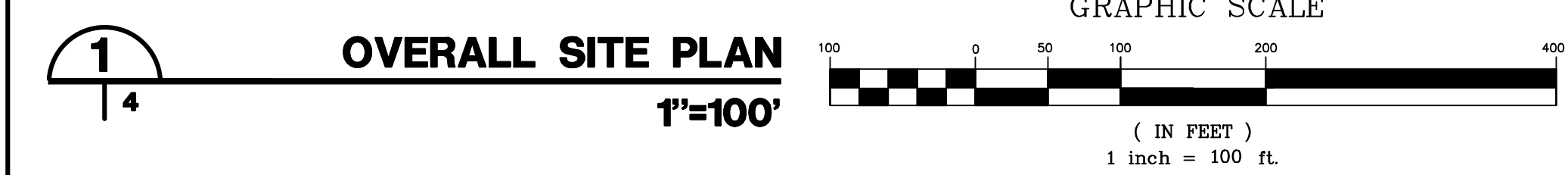
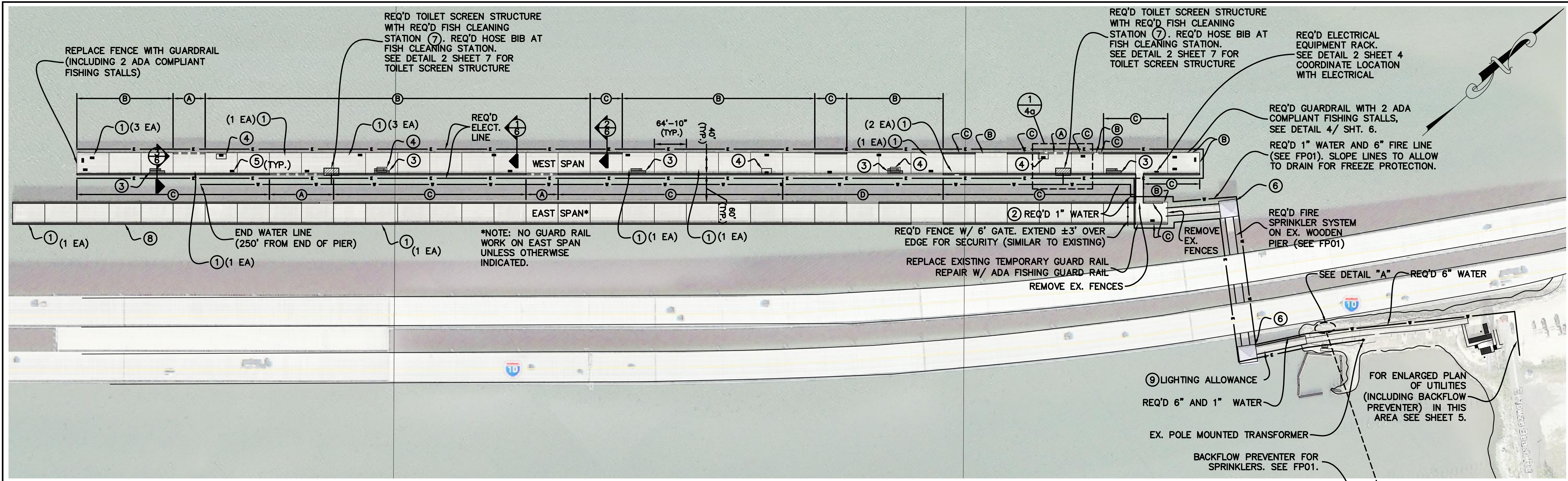
THE SERVICES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH HEREIN. THE SURVEYOR HAS CONDUCTED A REASONABLE SEARCH OF THE PUBLIC RECORDS AND APPLICABLE STATUTES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY. SURVEYED IN ACCORDANCE WITH THE LOUISIANA "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS "C" SURVEY.



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 website.www.meyer-e-l.com



SITE PLAN
ST. TAMMANY FISHING PIER - PHASE II
ST. TAMMANY PARISH, OWNER



GENERAL NOTES:

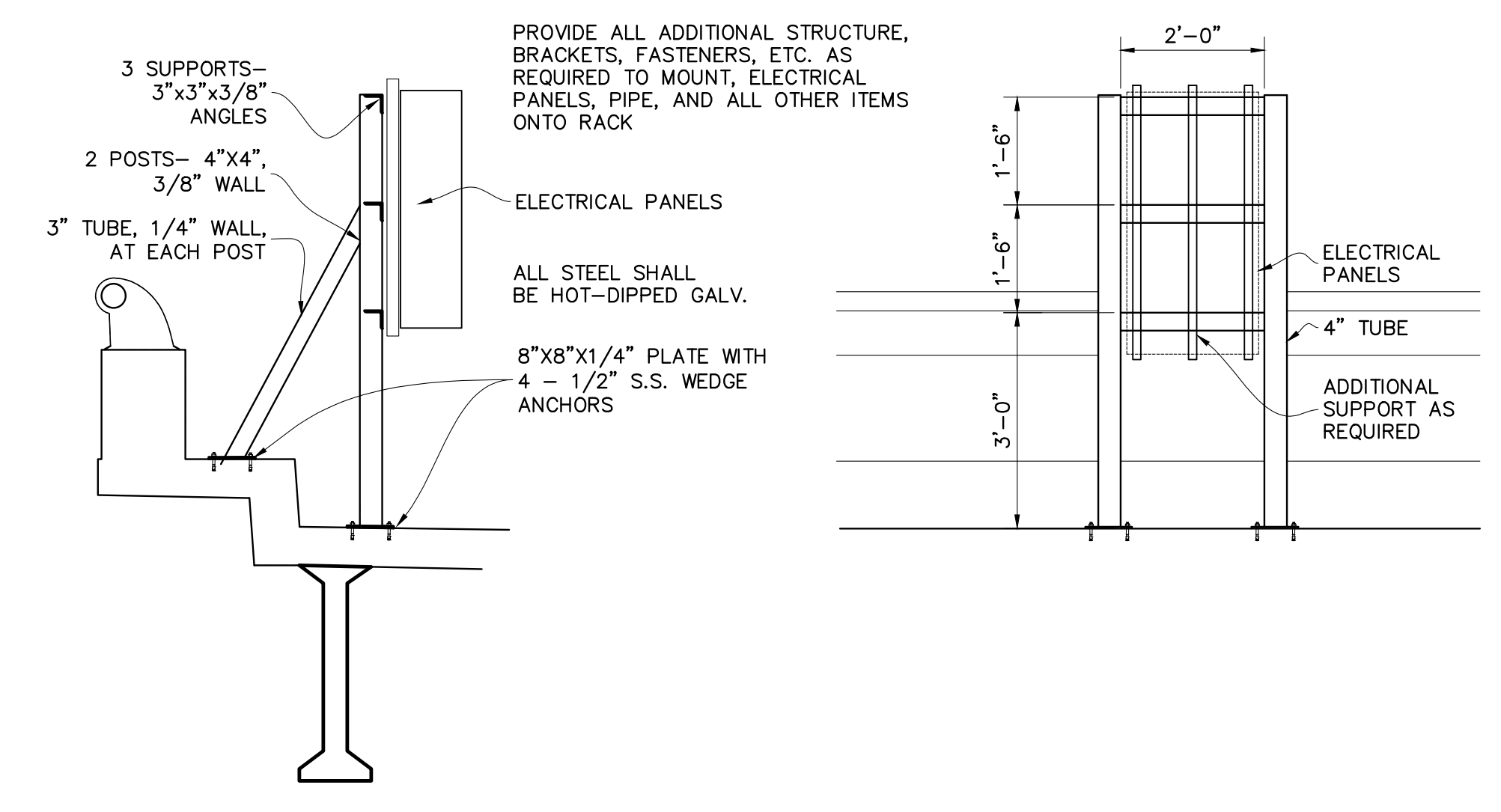
1. CONTRACTOR SHALL CLEAN DEBRIS FROM BRIDGE, i.e. GRAVEL, TRASH.

KEYNOTES:

- ① CLEAN AND PAINT EX. METAL SADDLES ON BRIDGE GIRDERS (15 EA, TOTAL). CLEANING SHALL BE NEAR-WHITE BLAST CLEANING METHOD AND PAINTING SHALL BE ZINC PAINT SYSTEM. THIS WORK SHALL BE IN ACCORDANCE WITH SECTION 811 OF THE LADOTD STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, LATEST ADDITION.
- ② EXPOSED 1" WATER LINE.
- ③ REQ'D FISHING PLATFORM, TYP. (5 EA, TOTAL). SEE DETAIL 3/SHT. 6.
- ④ REQ'D 10'x20' SHADE STRUCTURE, TYP. (5 EA, TOTAL). SEE SHT. 7. (ALTERNATE NO.1)
- ⑤ REQ'D 6' METAL BENCH, TYP., AS MANUFACTURED BY LANDSCAPE FORMS, MODEL PLAINWELL, OR APPROVED EQUAL. (20 EA, TOTAL). (ALTERNATE NO.1)
- ⑥ HOSE BIB (TO DRAIN LINE IN EVENT OF A FREEZE). HOSE BIBS SHALL BE BRASS HOSE BIB MODEL NO. VHBQTCF4B AS MANUFACTURED BY HOMEWERKS WORLDWIDE, OR APPROVED EQUAL.
- ⑦ REQ'D 6' WIDE, POWDER COATED ALUMINUM FISH CLEANING STATION, "ST. TAMMANY FISH CLEANING TABLES" MODEL AS MANUFACTURED BY PETERSEN METALS, OR APPROVED EQUAL. (2 EA, TOTAL). SEE DETAILS 11/SHT. 6. SIMILAR TO EX. FISH CLEANING STATION ON EX. WOODEN PIER.
- ⑧ CUT AND REMOVE EXPOSED REBAR FROM UNDERSIDE OF GIRDER. CHIP TO SOUND CONCRETE AND PATCH W/ GROUT VERIFY LOCATION IN FIELD.
- ⑨ FOR THE REQUIRED LIGHTING ALLOWANCE, SEE SECTION 02-010 OF THE SPECIFICATIONS, NOTE 59.

GUARDRAIL KEYNOTES:

- A CONCRETE BARRIER BROKEN/CRACKED AT RAIL. REQ'D 2'-7" GUARDRAIL, SEE DETAIL 2/SHT. 6.
- B NO EX. CONCRETE BARRIER OR EX. METAL RAIL. REQ'D 3'-6" GUARDRAIL, SEE DETAIL 1/SHT. 6.
- C EX. CONCRETE BARRIER AND METAL RAIL IN GOOD CONDITION. REQ'D 2'-7" GUARDRAIL, SEE DETAIL 2/SHT. 6.
- D PARTIAL METAL RAIL MISSING. REQ'D 2'-7" GUARDRAIL, SEE DETAIL 2/SHT. 6.

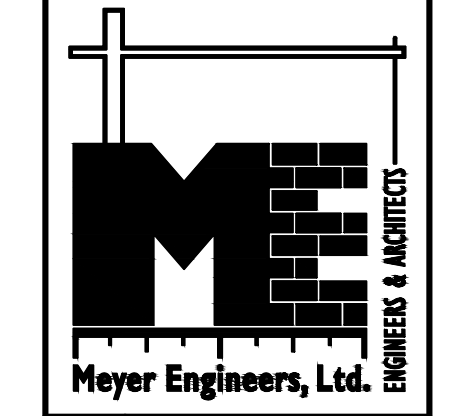


2
ELECTRICAL EQUIPMENT RACK
 1/2"=1'-0"

project no. 20-1419
 drawn EMC
 checked DHD
 date 07-27-2020
 revised

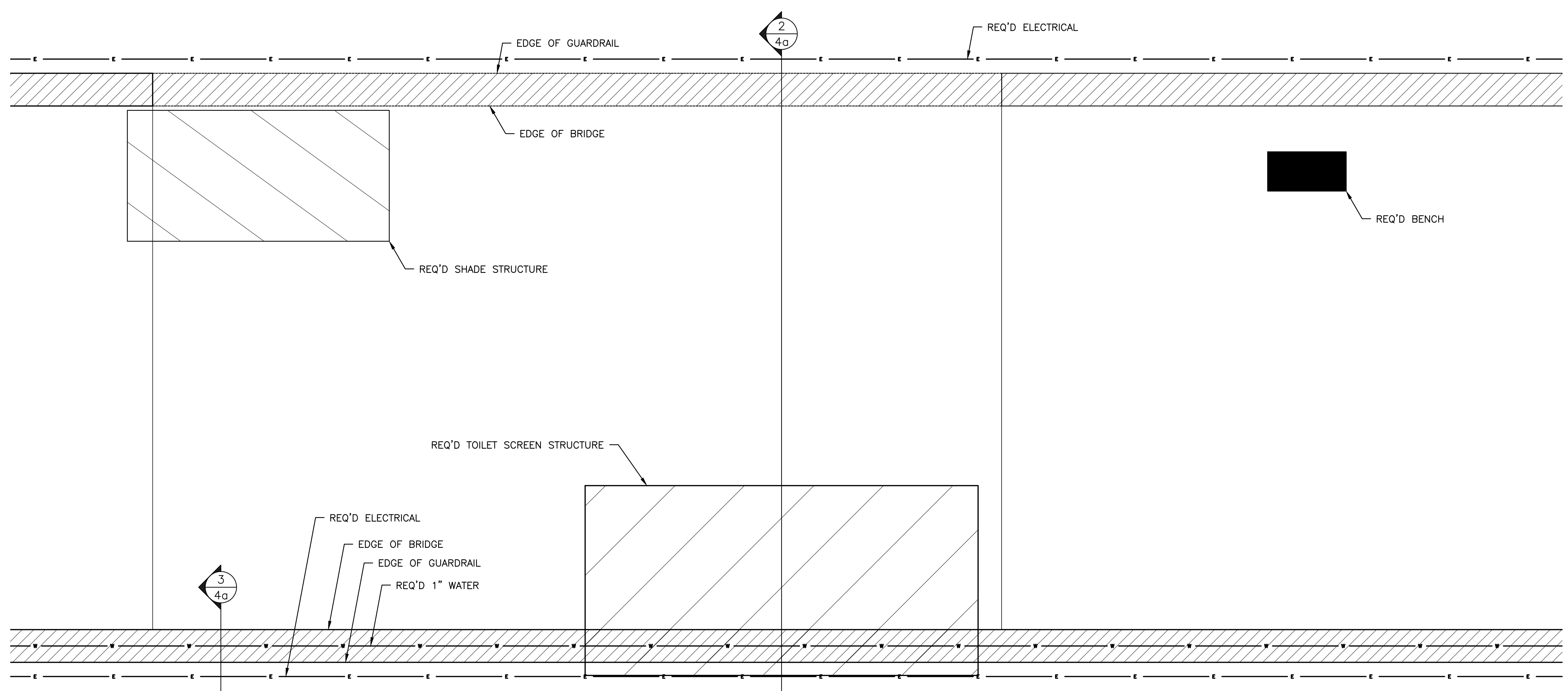


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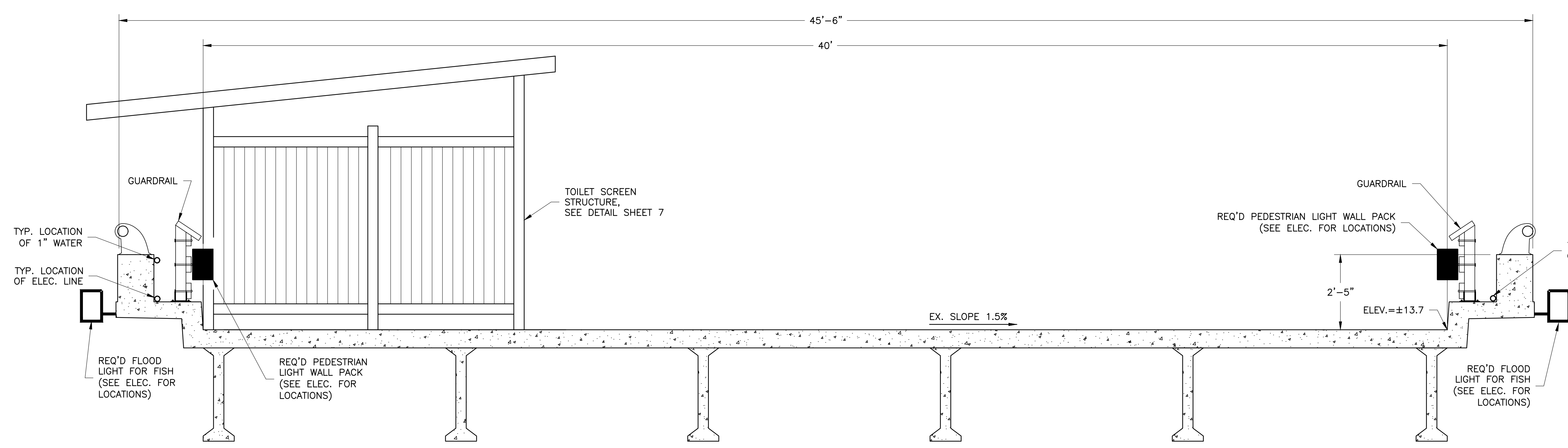
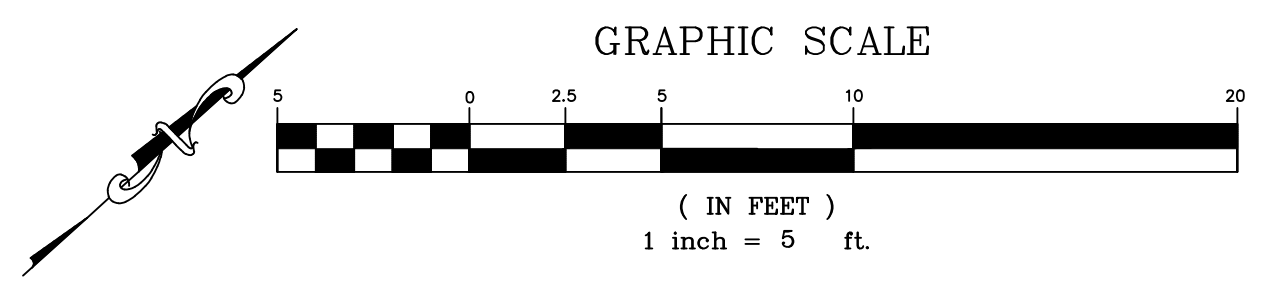
BUILDING SITE PLAN AND SECTION
ST. TAMMANY FISHING PIER - PHASE II
ST. TAMMANY PARISH, OWNER

sheet no.
4a
 of ___ sheets

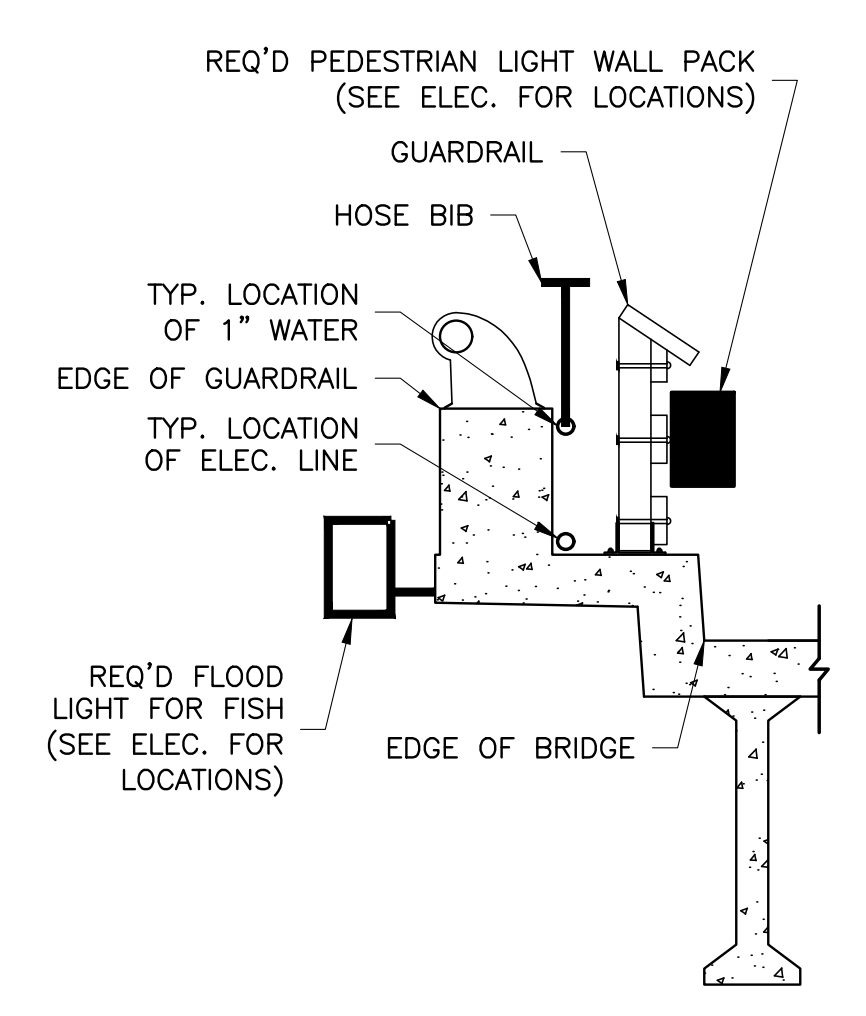


NOTE: UTILITIES ARE TO BE ATTACHED TO THE BRIDGE AND ARE SHOWN HERE FOR CLARITY. SEE 2/4a AND 3/4a.

1
 4a
ENLARGED PLAN
 1"=5'



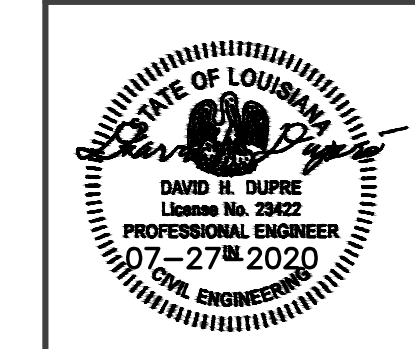
2
 4a
SECTION THROUGH RESTROOM
 1"=2'



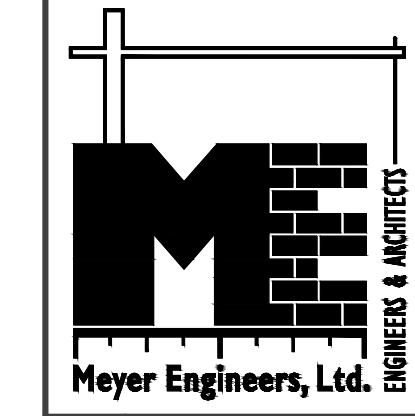
3
 4a
SECTION THROUGH TYP. GUARDRAIL
 1"=2'

NOTE: CONTRACTOR SHALL SUBMIT THEIR PROPOSED METHOD FOR CONNECTING UTILITY LINES TO BRIDGE TO A/E FOR SHOP DRAWING REVIEW.

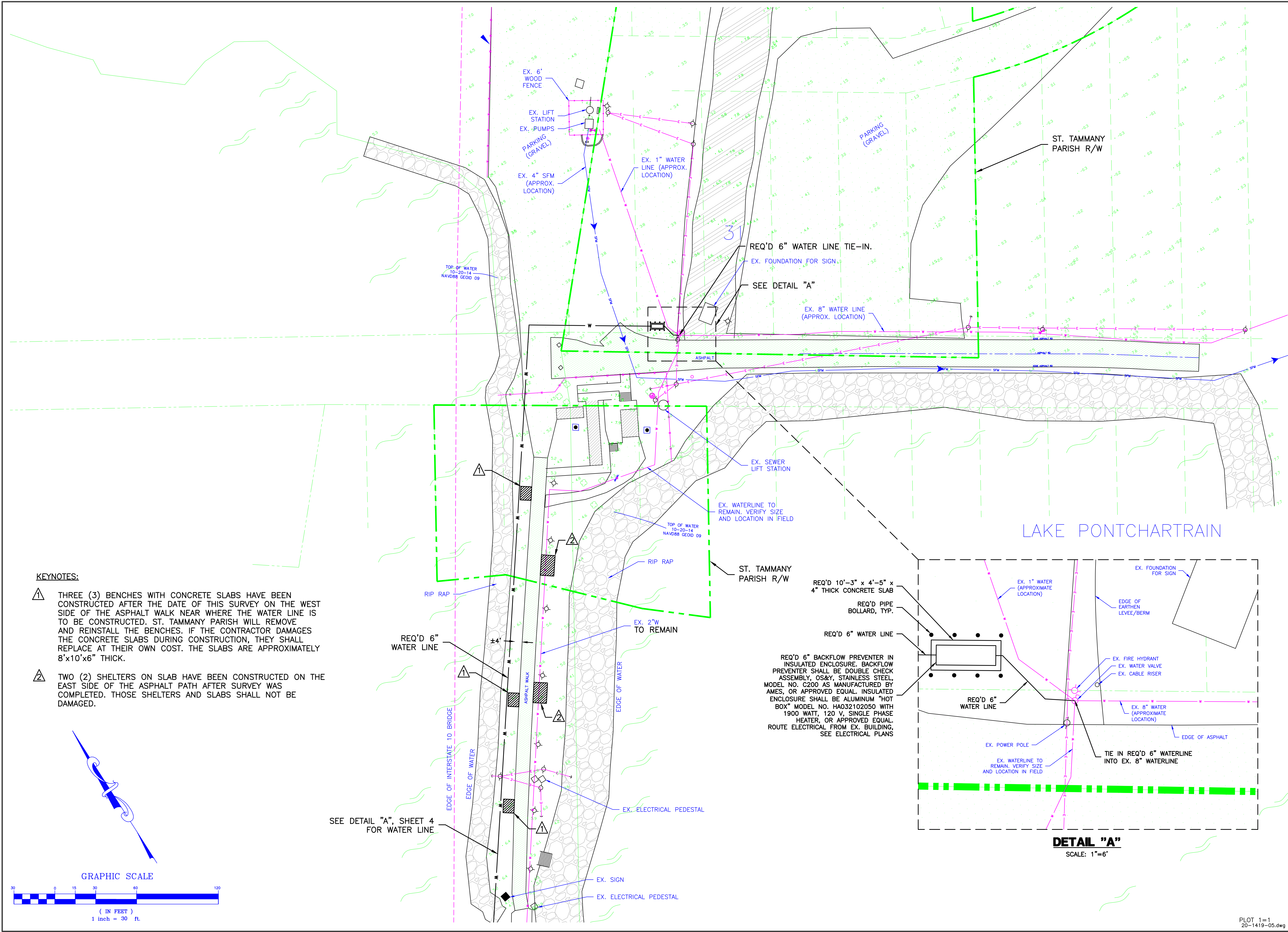
PLOT 1=1
 20-1419-04a.dwg



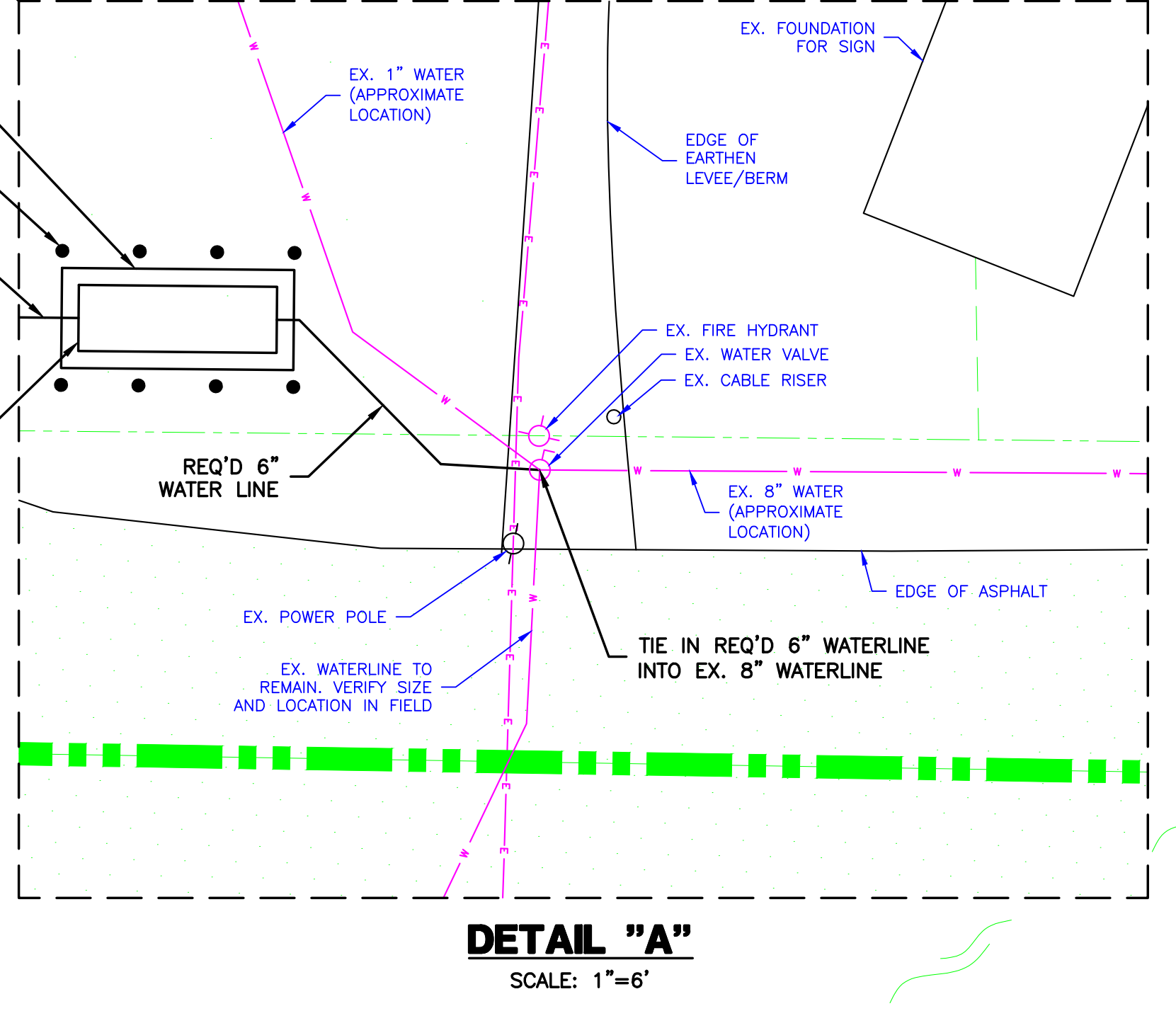
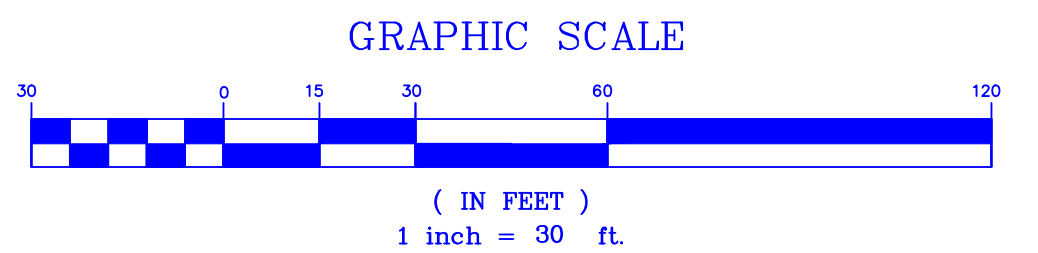
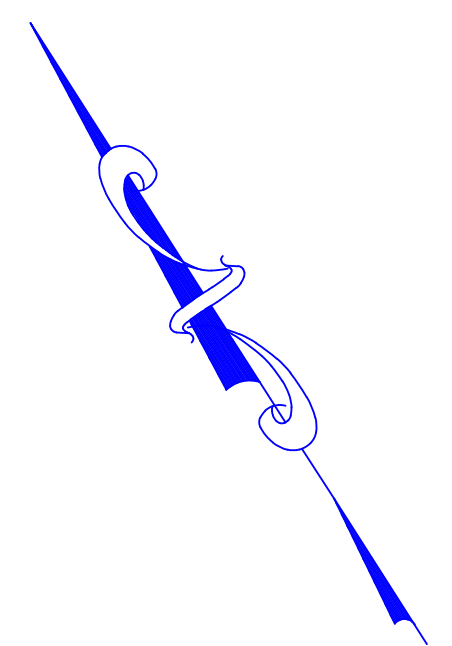
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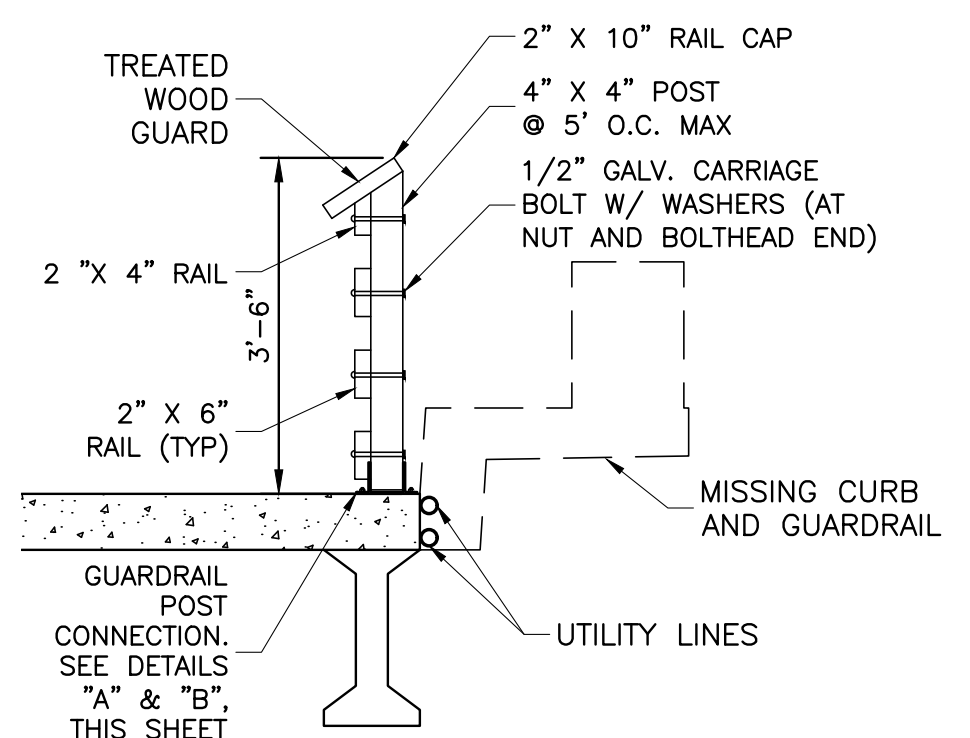


ENLARGED SITE PLAN
ST. TAMMANY FISHING PIER - PHASE II
ST. TAMMANY PARISH, OWNER

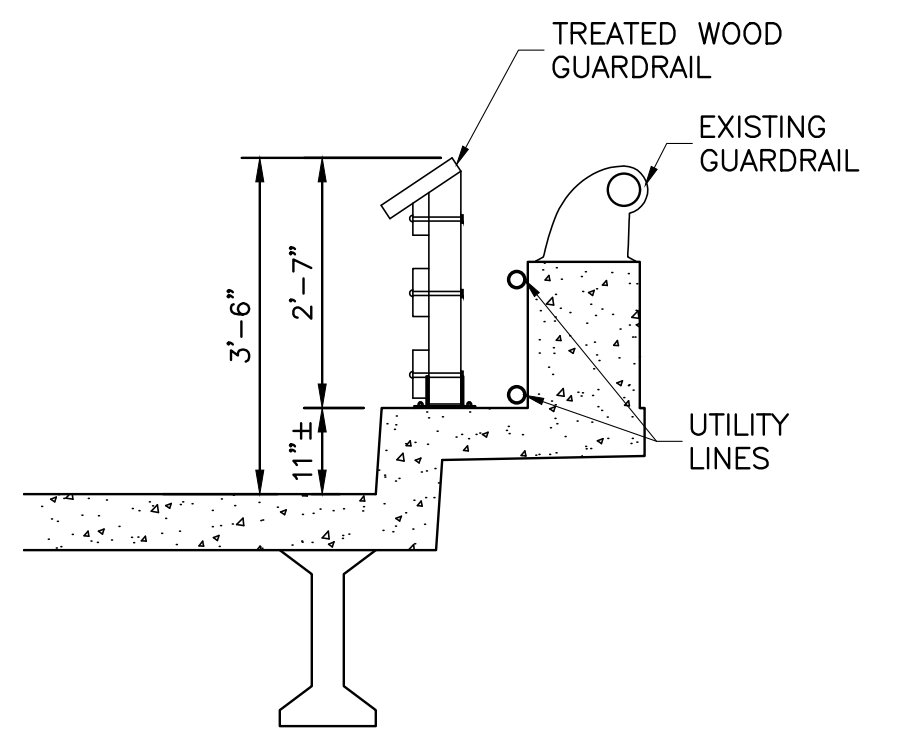


- KEYNOTES:**
- ▲ THREE (3) BENCHES WITH CONCRETE SLABS HAVE BEEN CONSTRUCTED AFTER THE DATE OF THIS SURVEY ON THE WEST SIDE OF THE ASPHALT WALK NEAR WHERE THE WATER LINE IS TO BE CONSTRUCTED. ST. TAMMANY PARISH WILL REMOVE AND REINSTALL THE BENCHES. IF THE CONTRACTOR DAMAGES THE CONCRETE SLABS DURING CONSTRUCTION, THEY SHALL REPLACE AT THEIR OWN COST. THE SLABS ARE APPROXIMATELY 8'x10'x6" THICK.
 - ▲ TWO (2) SHELTERS ON SLAB HAVE BEEN CONSTRUCTED ON THE EAST SIDE OF THE ASPHALT PATH AFTER SURVEY WAS COMPLETED. THOSE SHELTERS AND SLABS SHALL NOT BE DAMAGED.

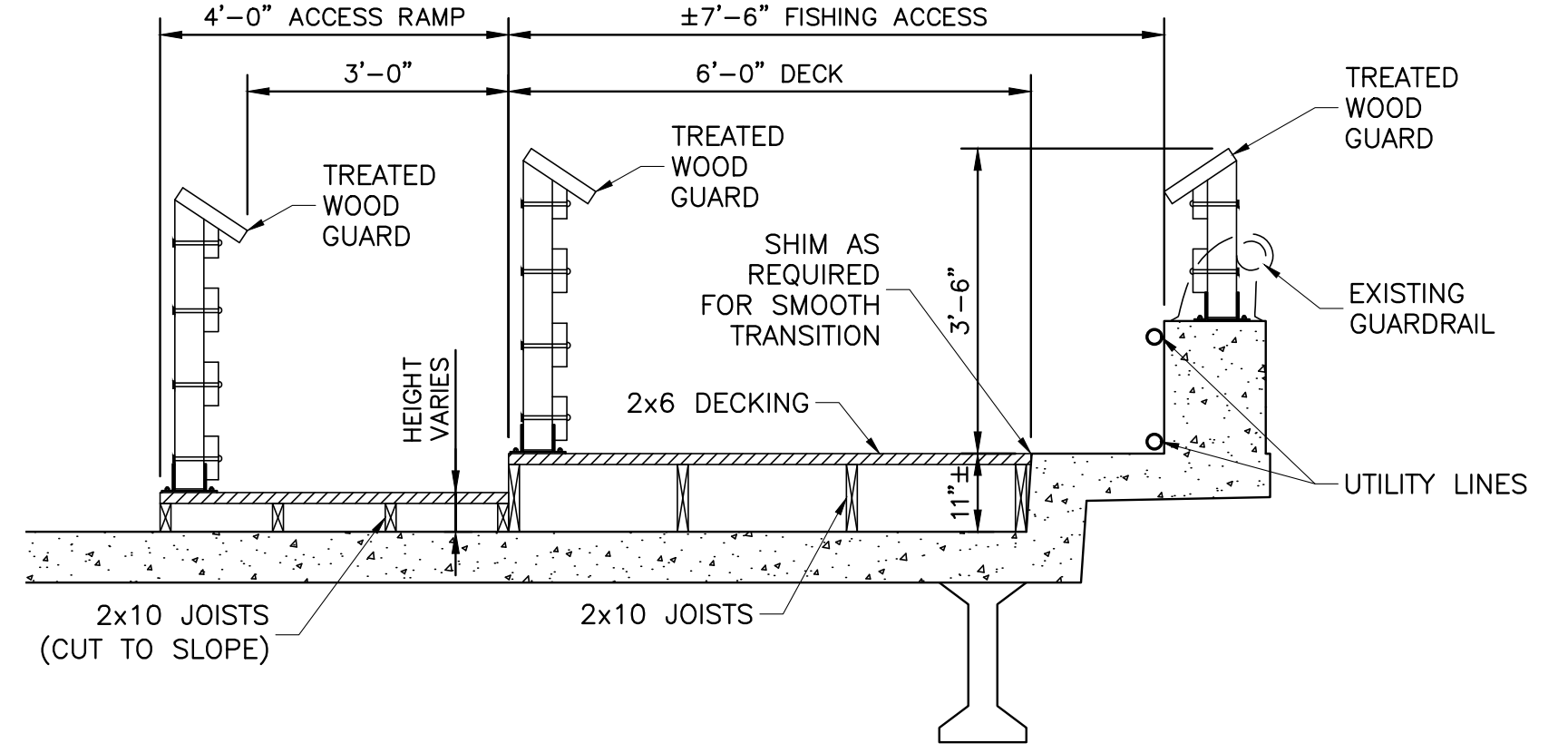




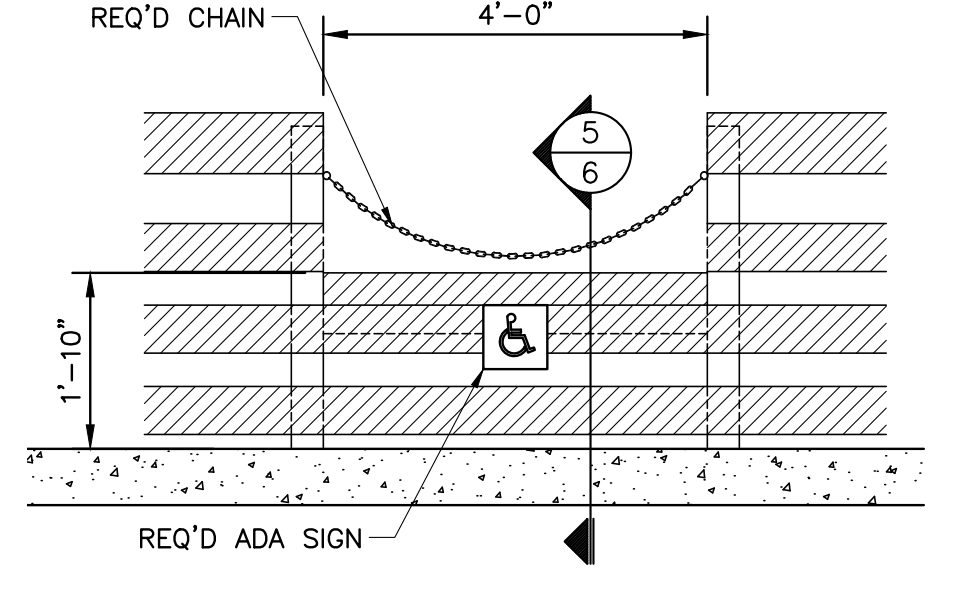
1 **GUARDRAIL LOCATION - MISSING CURB**
1/2"=1'-0"



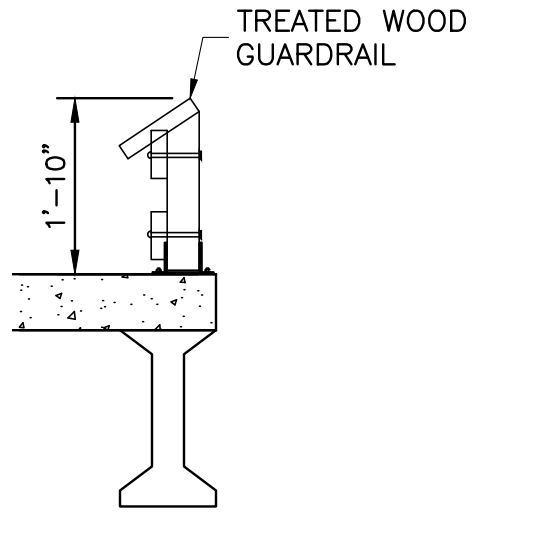
2 **GUARDRAIL LOCATION - W/ CURB**
1/2"=1'-0"



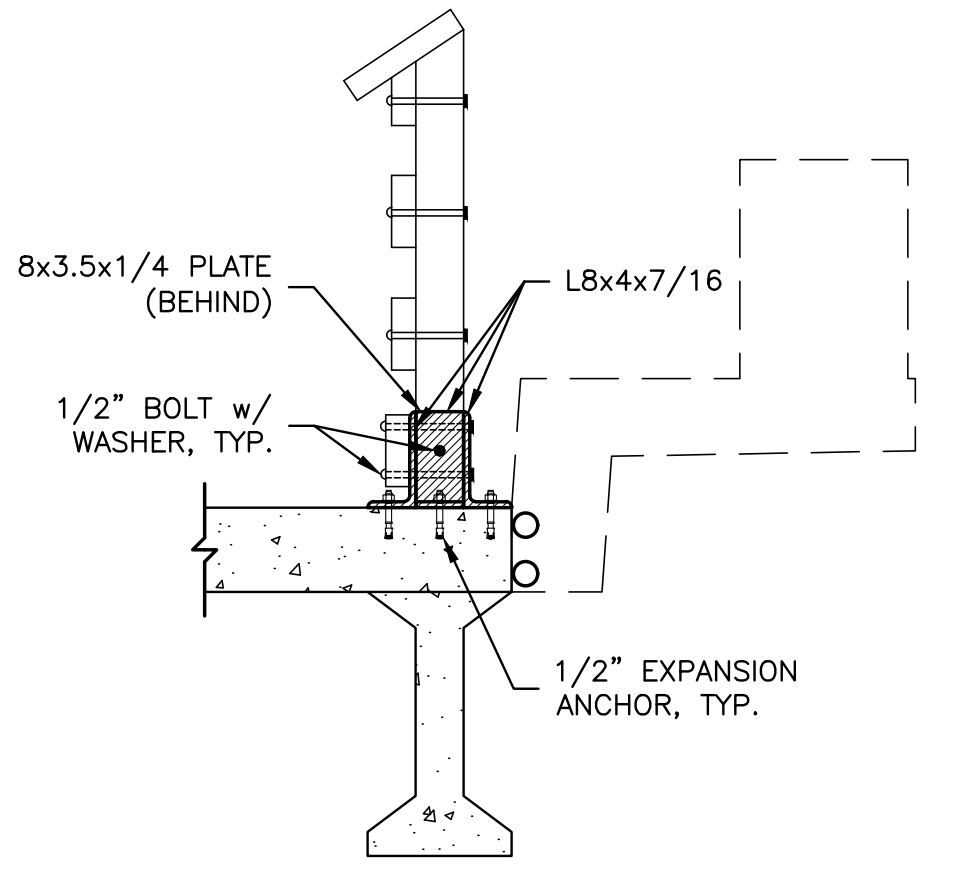
3 **FISHING PLATFORMS - SECTION**
1/2"=1'-0"



4 **ADA FISHING STALLS**
1/2"=1'-0"

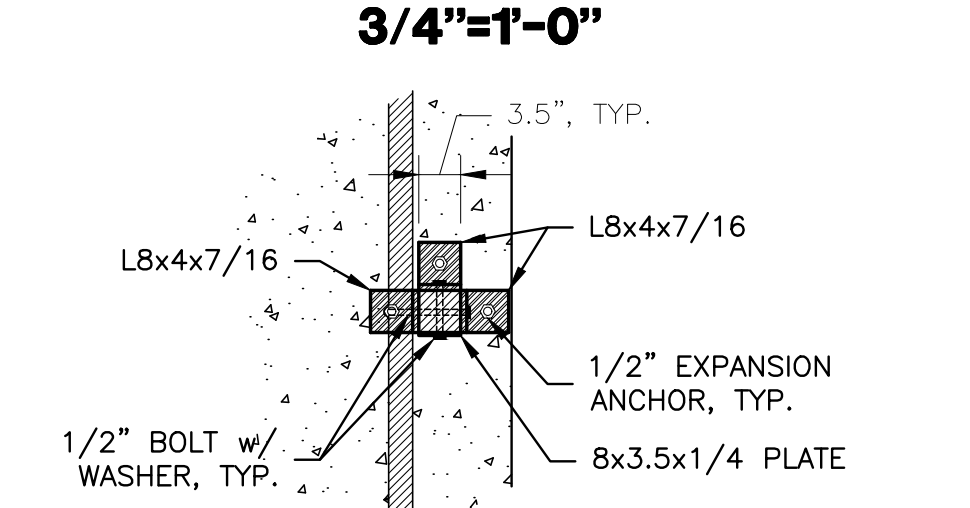


5 **ADA FISHING STALLS - SECTION**
1/2"=1'-0"

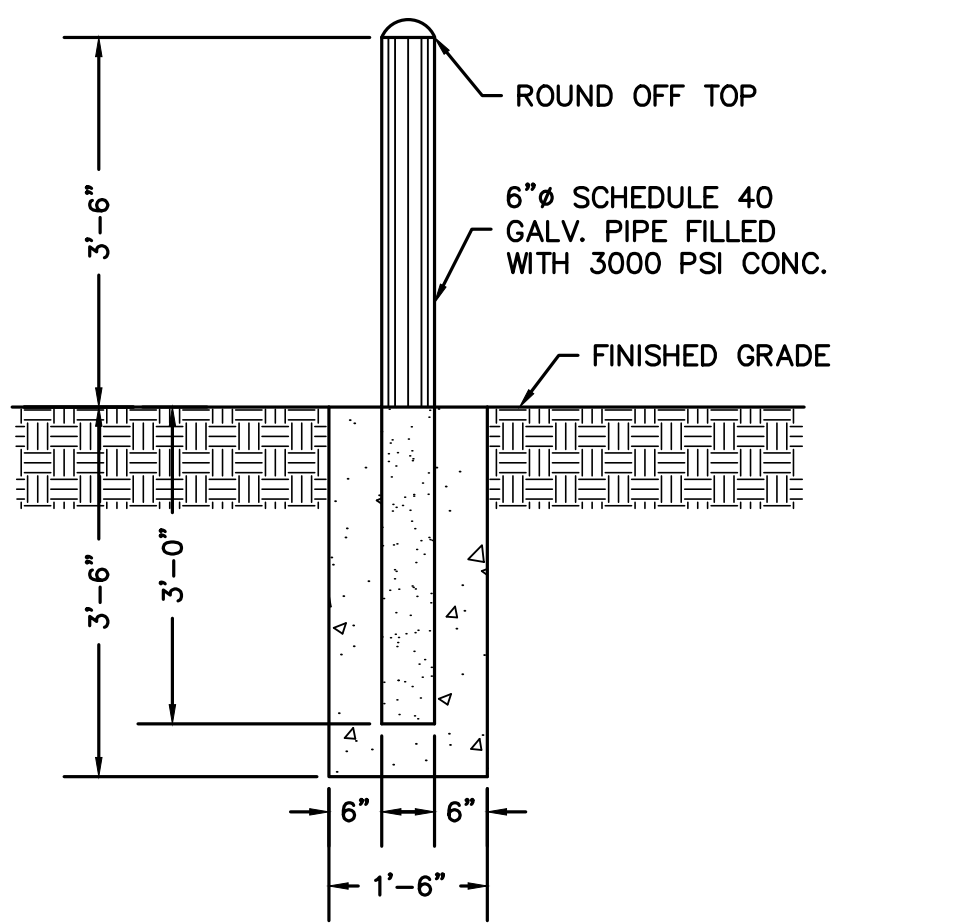


DETAIL "A" - TYPICAL GUARDRAIL POST CONNECTION SECTION VIEW
3/4"=1'-0"

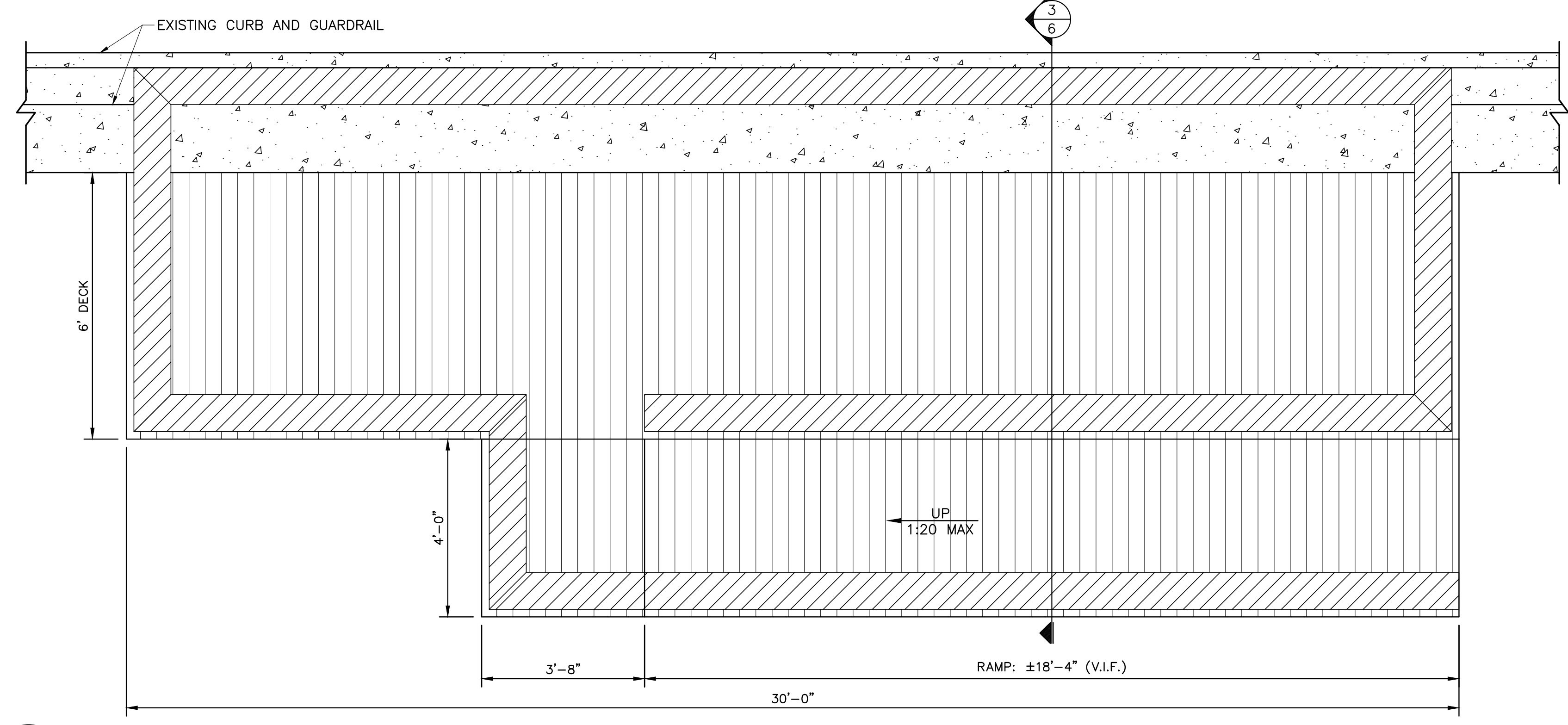
GUARDRAIL POST CONNECTION NOTES:
1. THESE DETAILS APPLY TO DETAIL 1/SHEET 6.
2. CONNECTION OF GUARDRAIL POSTS IN DETAILS 2, 3, & 5 ON SHEET 6 SHALL BE MADE USING (2) SIMPSON STONG-TIE PRODUCT "RPBZ", OR APPROVED EQUAL.
3. ALL STEEL SHALL BE HOT-DIPPED GALVANIZED.



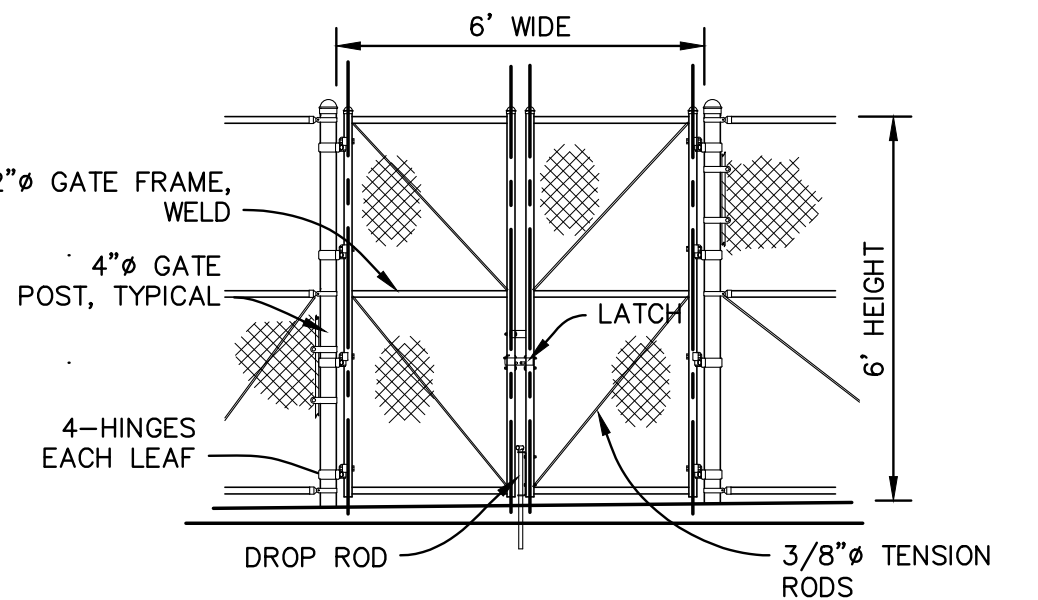
DETAIL "B" - TYPICAL GUARDRAIL POST CONNECTION PLAN VIEW
3/4"=1'-0"



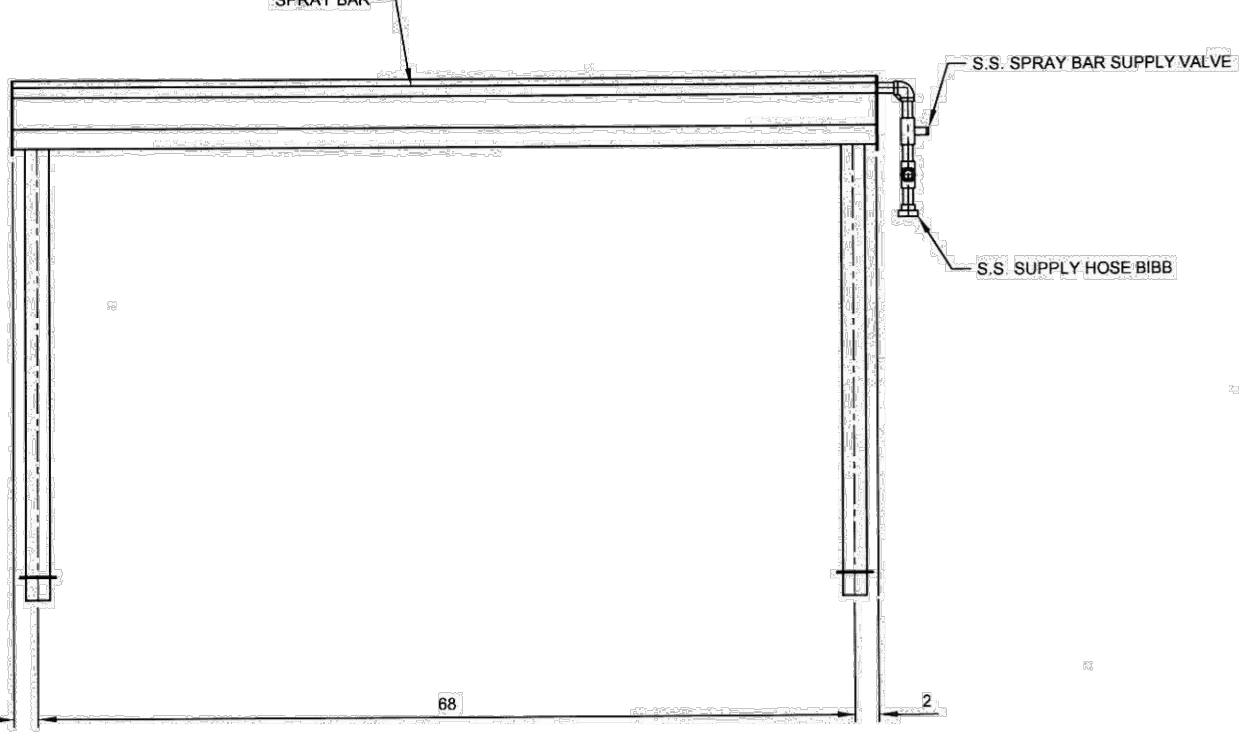
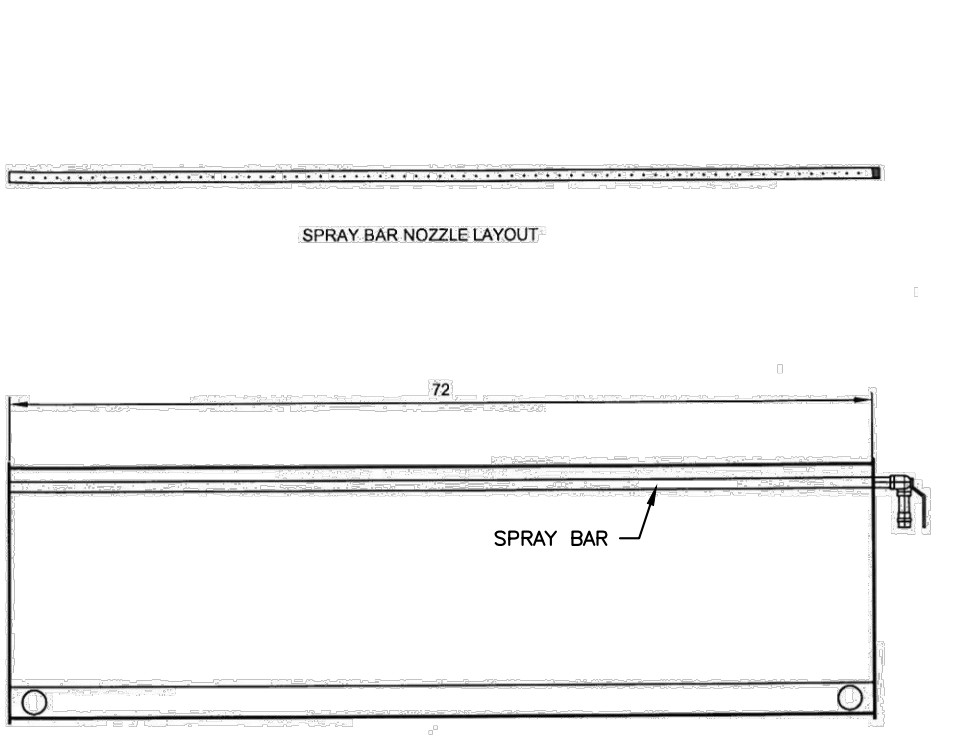
9 **PIPE BOLLARD**
N.T.S.



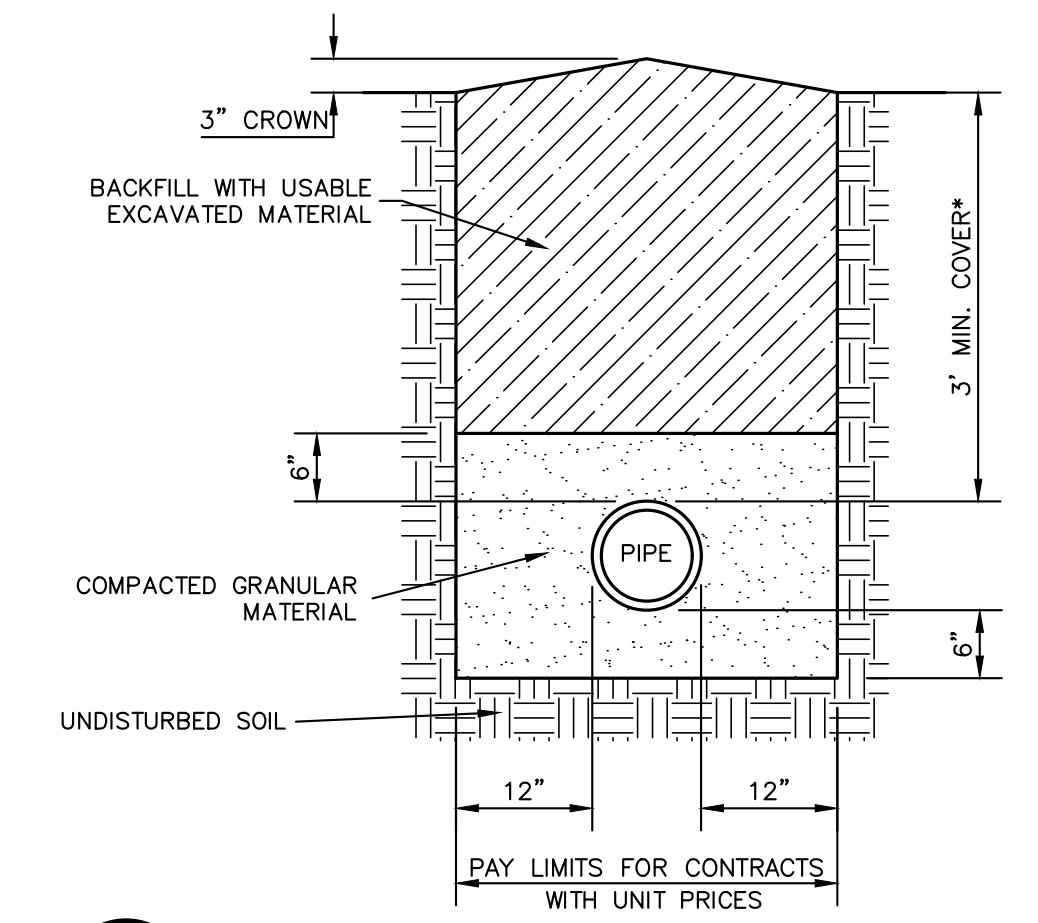
6 **FISHING PLATFORMS - PLAN VIEW**
N.T.S.



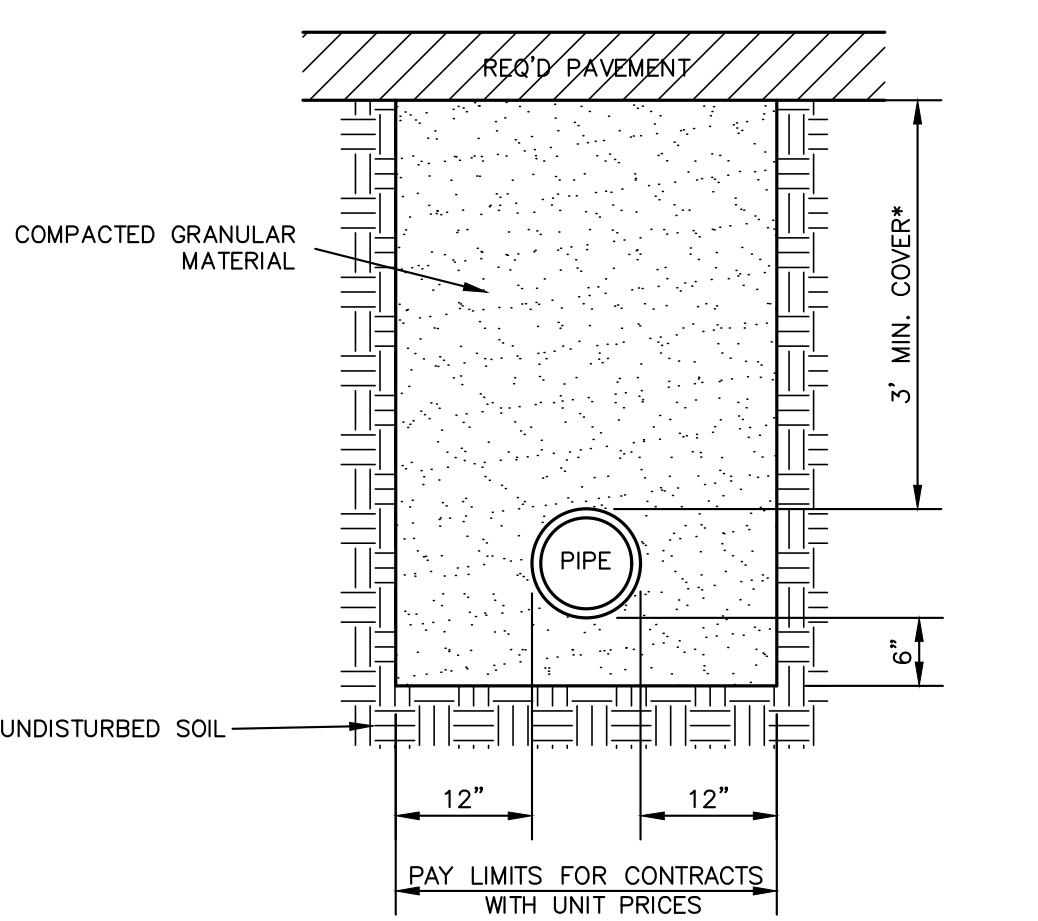
10 **TYPICAL C/L GATE DETAIL**
N.T.S.



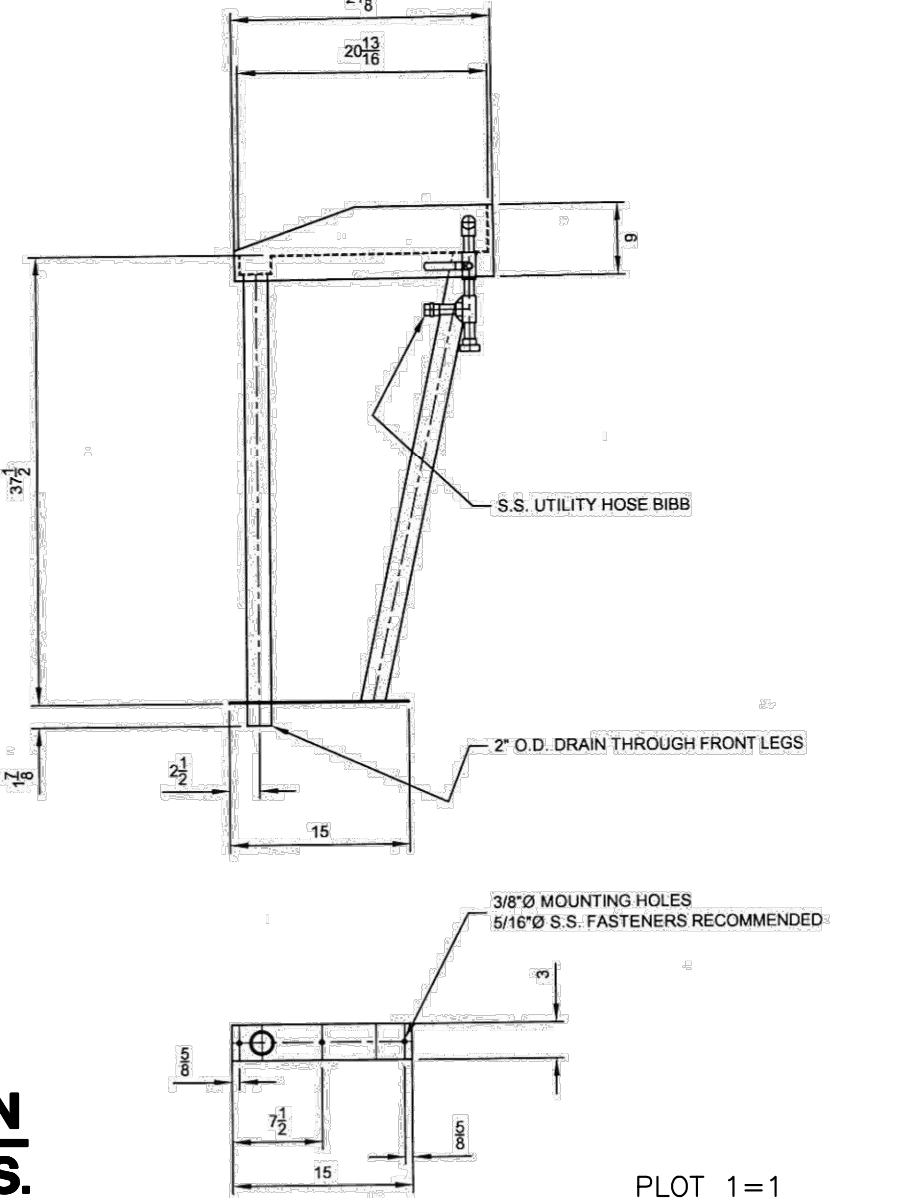
11 **FISH CLEANING STATION**
N.T.S.



8 **PIPE INSTALLATION UNDER NATURAL GROUND**
N.T.S.



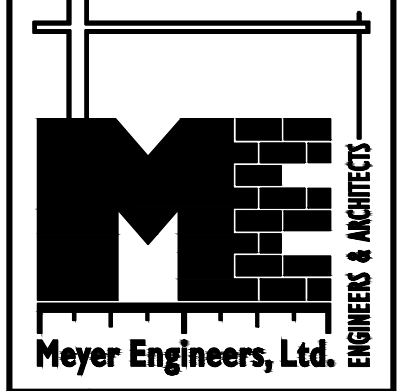
7 **PIPE INSTALLATION UNDER PAVEMENT**
N.T.S.



project no. 20-1419
drawn EMC
checked DHD
date 07-27-2020
revised



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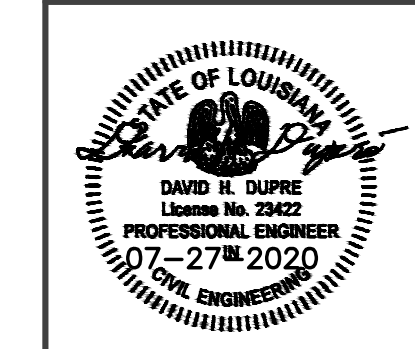


MISCELLANEOUS DETAILS
ST. TAMMANY FISHING PIER - PHASE II
ST. TAMMANY PARISH, OWNER

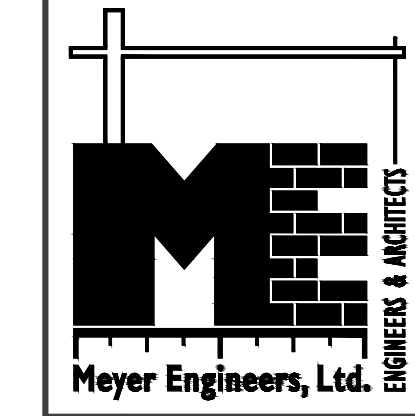
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PLOT 1=1
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project no. 20-1419
 drawn EMC
 checked DHD
 date 07-27-2020
 revised

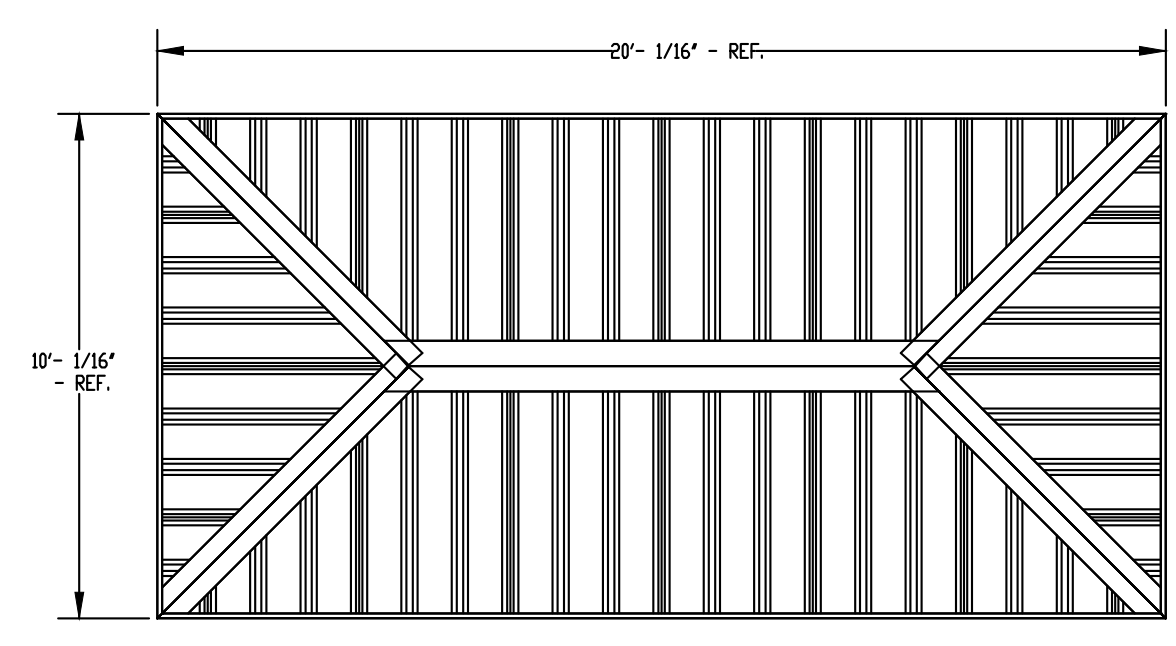


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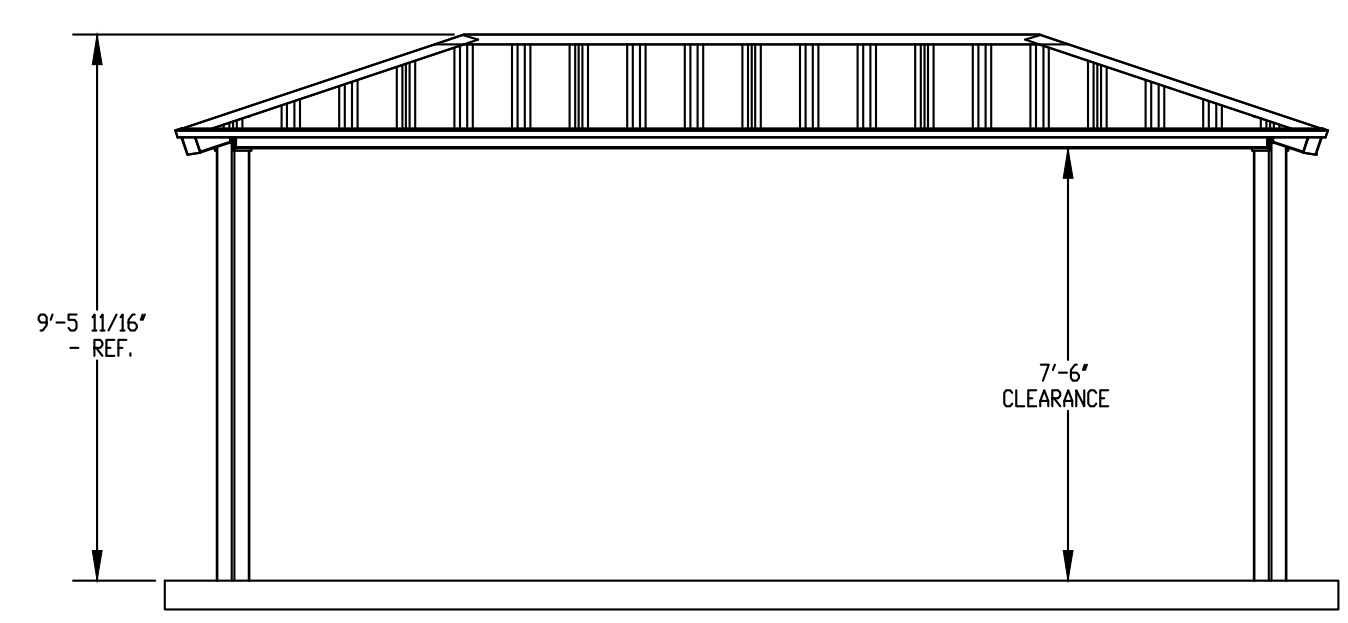


SHELTER DETAILS
ST. TAMMANY FISHING PIER - PHASE II
ST. TAMMANY PARISH, OWNER

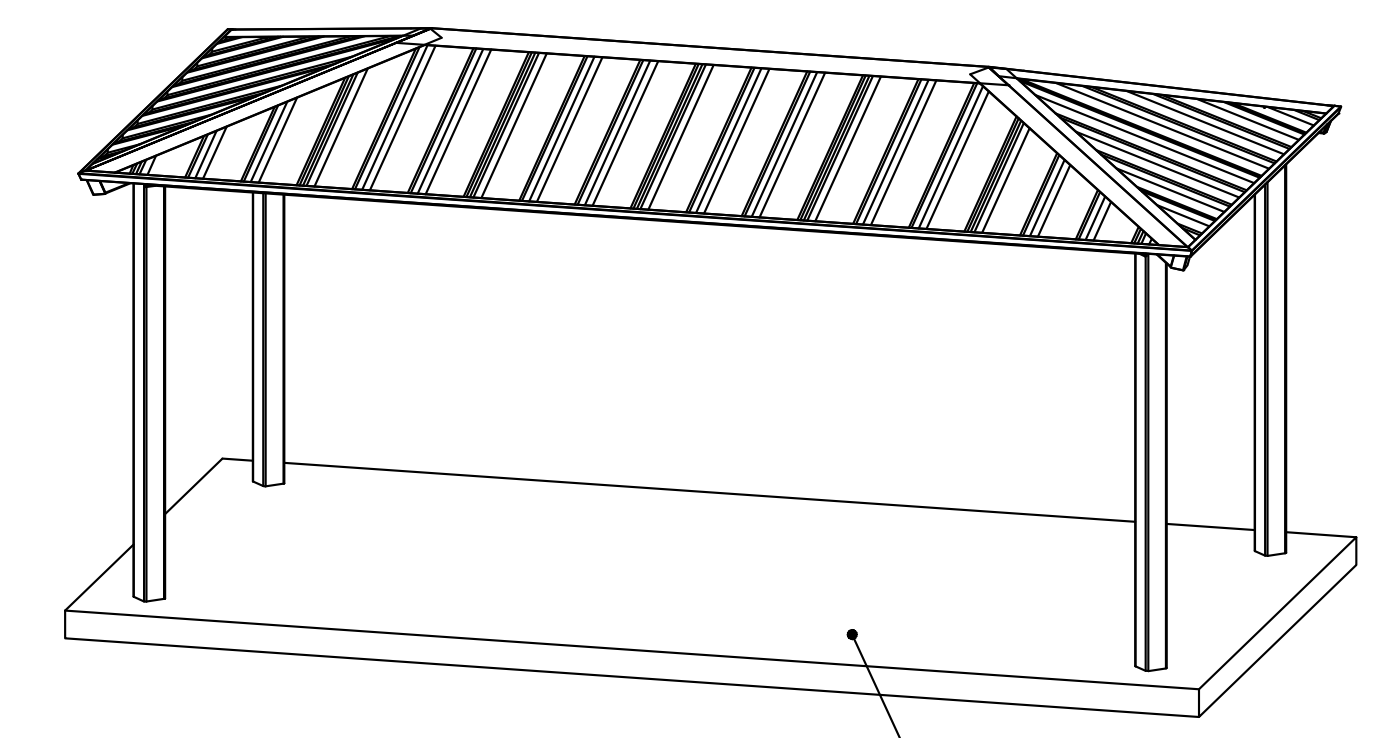
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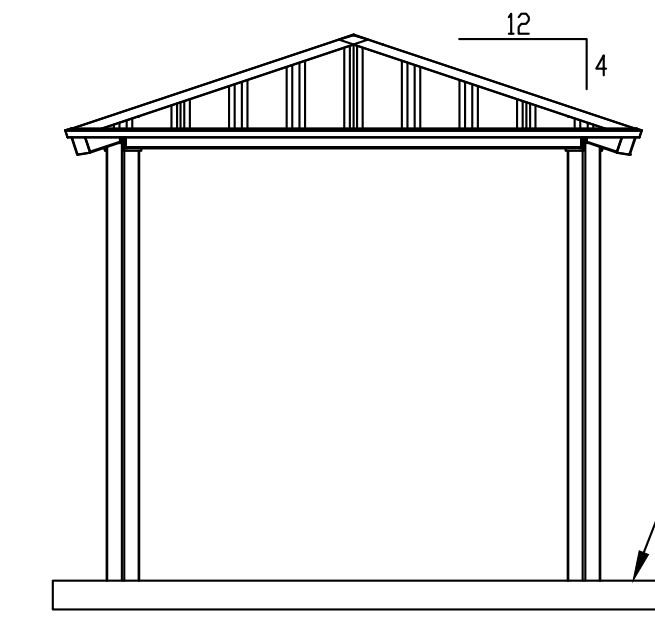
TOP VIEW



ELEVATION A

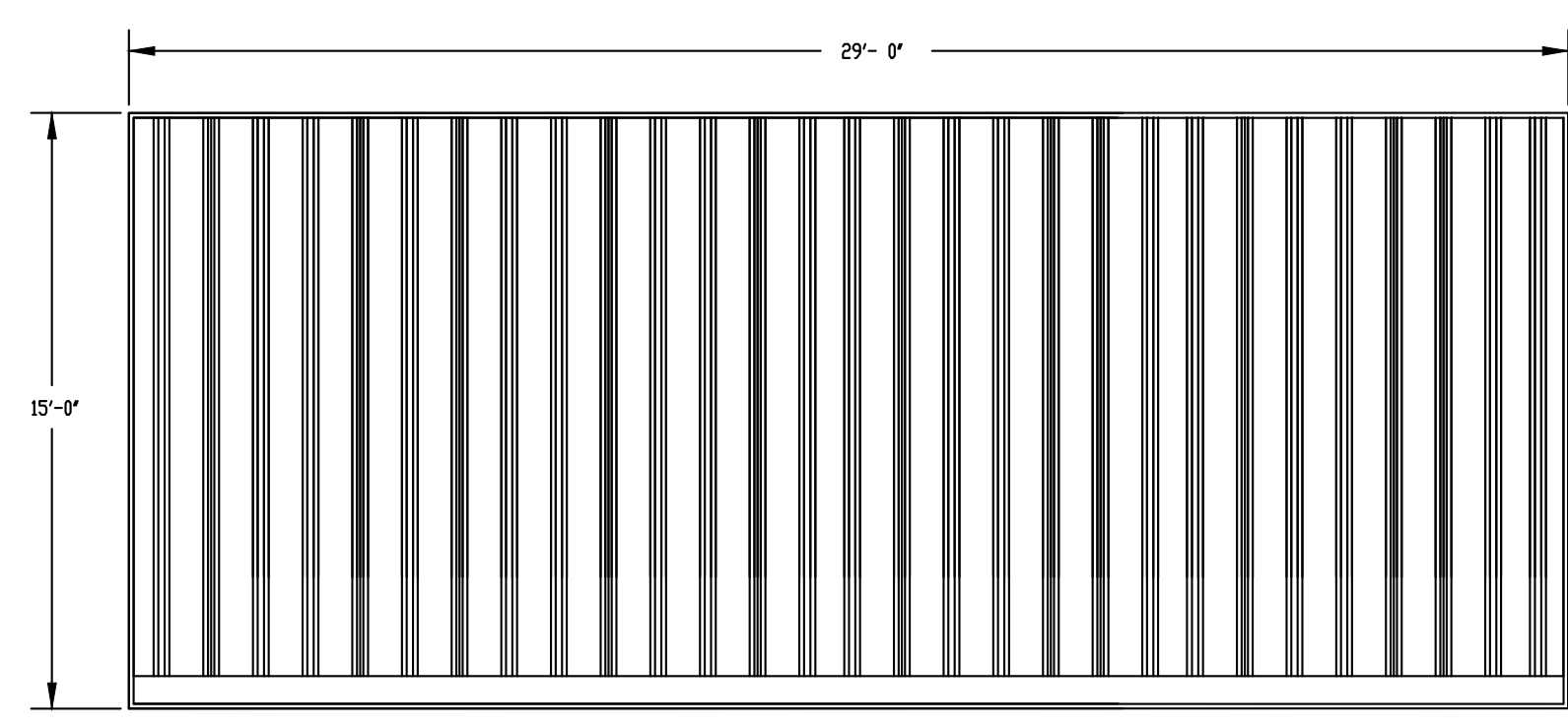


AUXILIARY VIEW

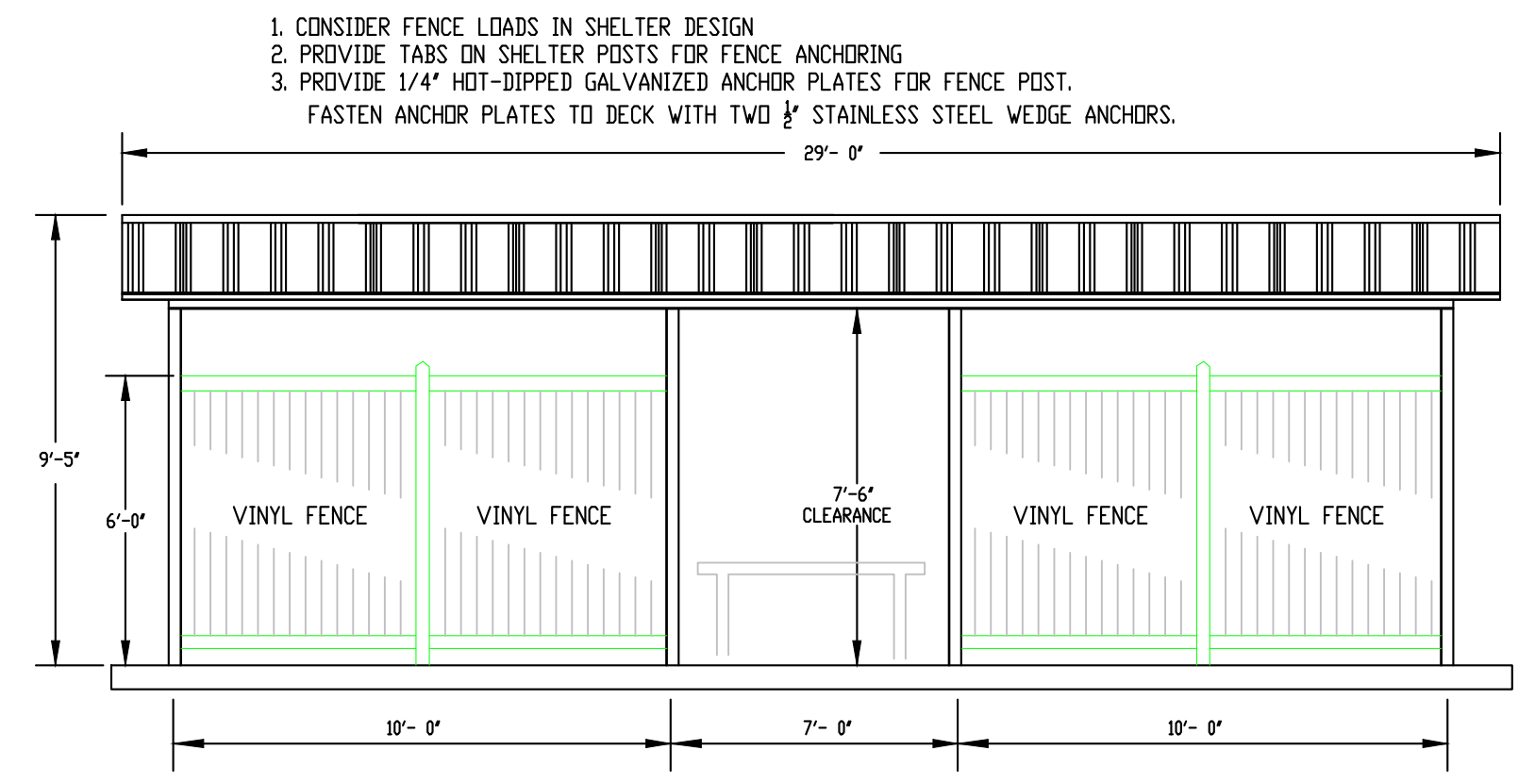


ELEVATION B

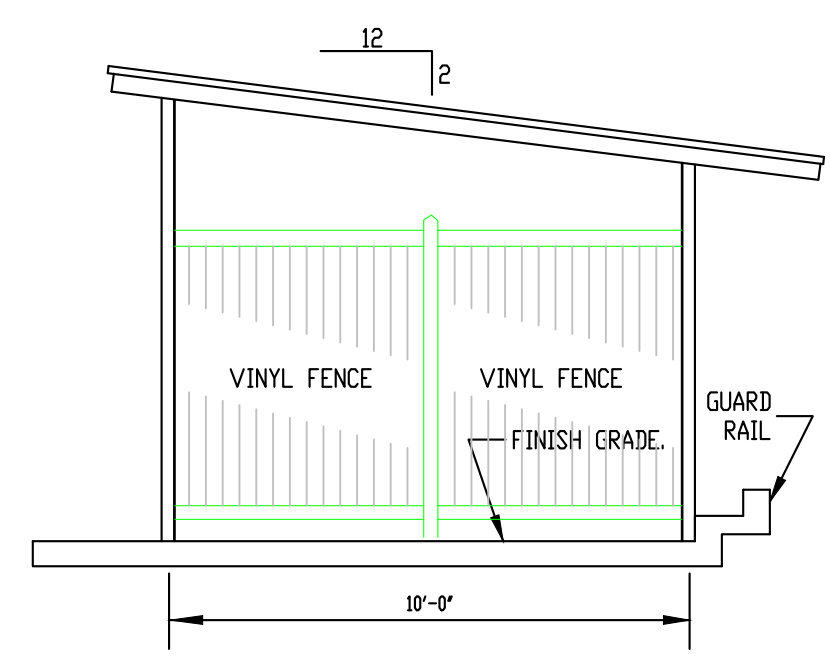
1 10' x 20' SHADE STRUCTURE (ALTERNATE NO.1)
 N.T.S.



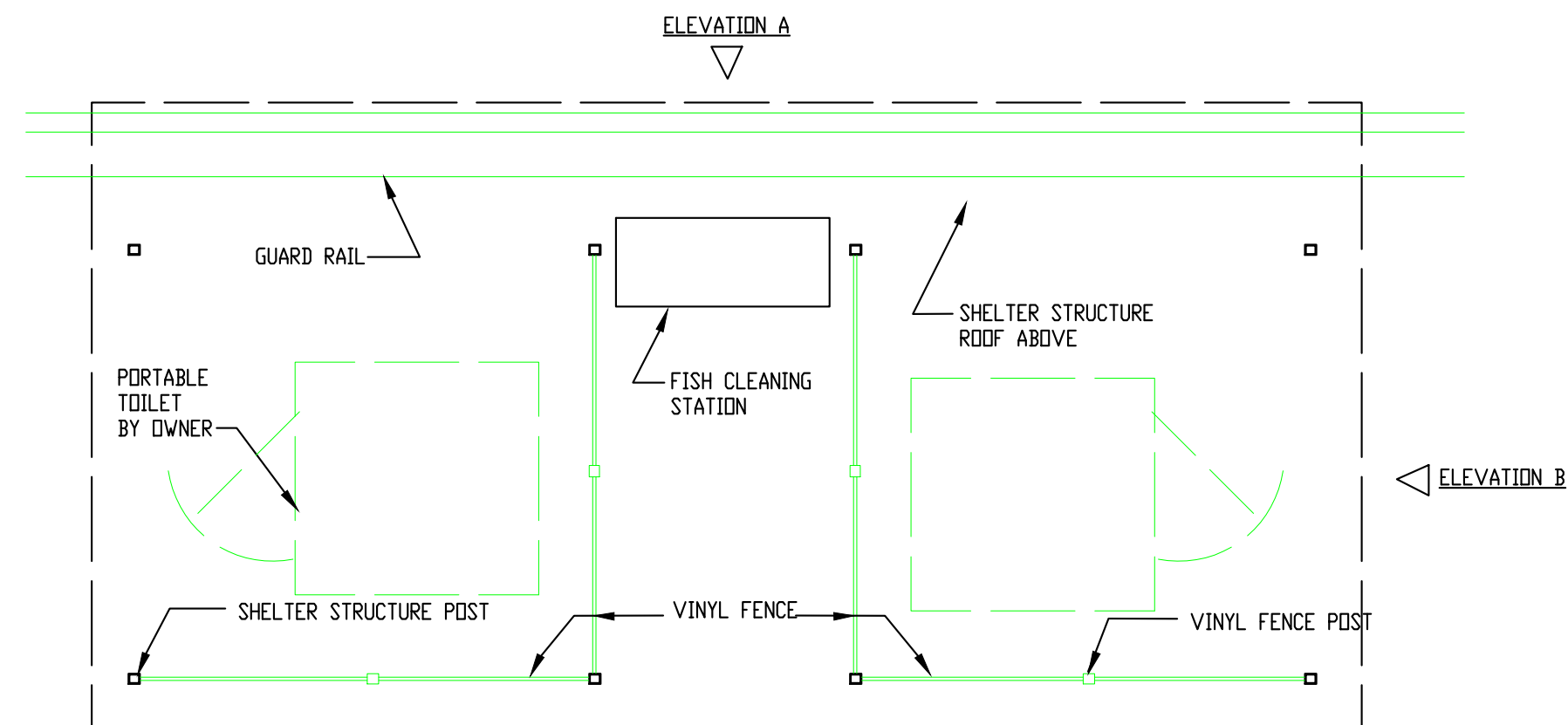
TOP VIEW



ELEVATION A



ELEVATION B



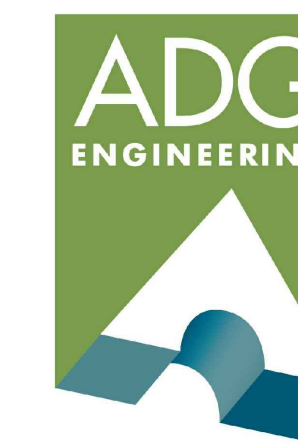
PLAN VIEW

2 10' X 27' TOILET SCREEN / SHELTER STRUCTURE (BASE BID)
 N.T.S.

CERTIFICATES:
 MIAMI-DADE COUNTY CERTIFICATE OF COMPETENCY NO. 13-0813.16 PCI
 (POWDER COATING INSTITUTE) 4000 CERTIFIED

DESCRIPTION	ASTM DESIGNATION
TUBE STEEL	A500 (GRADE B)
SCHEDULE PIPE	A53 (GRADE B)
RMT PIPE	A519
LIGHT GAGE COLD FORMED	A1003 (GRADE 50)
STRUCTURAL STEEL PLATE	A36
ROOF PANELS	A653

- GENERAL NOTES:**
- STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATION MANUAL.
 - ALL WELDING IS PERFORMED BY AMERICAN WELDING SOCIETY CERTIFIED WELDERS AND CONFORMS TO THE LATEST EDITION OF AWS D1.1 OR D1.3 AS REQUIRED.
 - PARTS SHOWN MAY BE UPGRADED DUE TO STANDARDIZED FABRICATION. REFER TO THE SHIPPING BILL OF MATERIALS FOR POSSIBLE SUBSTITUTIONS.
 - SEE ELECTRICAL PLANS FOR LIGHTING AND POWER REQUIREMENTS. COORDINATE ELECTRICAL ACCESS WITH SHELTER MANUFACTURER.
 - METAL ROOFING:
 - 24 GAUGE
 - GALVALUME COATED
 - KYNAR 500 PAINTED
 - ALL STEEL COMPONENTS (STRUCTURAL MEMBERS, ORNAMENTATION, RAILING, ETC.) ARE POWDER COATED IN THE FOLLOWING MANNER (UNLESS REQUESTED OTHERWISE):
 - SHOT BLASTED TO NEAR WHITE CONDITION (SSPC SP-10)
 - WASHED AND SEALED IN A PHOSPHATE SPRAY
 - PRIME-COATED WITH POLI-5000 HIGH PERFORMANCE POWDER APPLIED EPOXY
 - TOP-COATED WITH SUPER-DURABLE TGIC POLYESTER POWDER AND OVEN CURED
 - SHELTERS SHALL BE AS MANUFACTURED BY POLIGON, OR APPROVED EQUIVALENT. SEE SPECIFICATIONS.
 - EXACT REQUIREMENTS OF ATTACHMENT TO BRIDGE DECK TO BE PROVIDED BY SHELTER MANUFACTURER AND STAMPED BY A LOUISIANA LICENSED ENGINEER.
 - MATERIALS SHALL BE PER MANUFACTURERS LISTED OR APPROVED EQUIVALENT
 - VERIFY COLOR WITH OWNER (ST. TAMMANY PARISH).



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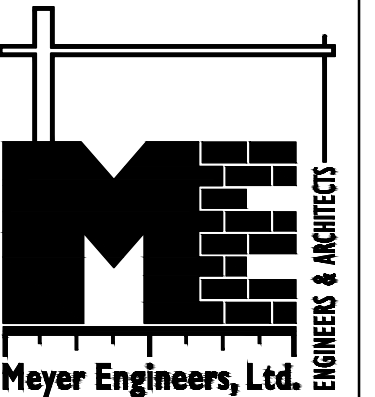
Lawrence W. Blanchette - License No. 22463
 Lance Bonadona - License No. 32526
 Lary Maynard - License No. 28187

project no. 20-1419
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 checked _____
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 revised _____

Project No. 15109



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SYMBOLS AND ABBREVIATIONS
ST. TAMMANY FISHING PIER -
PHASE II
ST. TAMMANY PARISH, OWNER

POWER SYMBOL SCHEDULE	
	DUPLEX RECEPTACLE-20 AMP
	DOUBLE DUPLEX RECEPTACLE-20 AMP
	QUADRUPLEX RECEPTACLE
	DUPLEX RECEPTACLE CONNECTED TO EMERGENCY CIRCUIT
	DUPLEX RECEPTACLE 6" ABOVE COUNTER
	GFI DUPLEX RECEPTACLE-20 AMP
	GFI DUPLEX RECEPTACLE 6" ABOVE COUNTER
	TOP HALF SWITCHED DUPLEX RECEPTACLE
	ISOLATED GROUND DUPLEX RECEPTACLE-20 AMP
	SPECIAL PURPOSE RECEPTACLE
	SINGLE POINT POWER CONNECTION (MECH EQPT)
	MULTIOUTLET ASSEMBLY, LENGTH AS SHOWN
	SURFACE MOUNTED BRANCH CIRCUIT PANELBOARD
	FLUSH MOUNTED BRANCH CIRCUIT PANELBOARD
	DISTRIBUTION PANELBOARD
	DRY TYPE TRANSFORMER
	DISCONNECT SWITCH (SWITCH SIZE/POLES/FUSE SIZE) NF INDICATES NON-FUSED
	MOTOR STARTER/CONTROLLER
	CONTACTOR
	RELAY
	DISCONNECT SWITCH W/STARTER
	MOTOR
	SINGLE POINT POWER CONNECTION
	JUNCTION BOX
	JUNCTION BOX FLOOR MOUNTED
	PHONE/DATA OUTLET, 3/4" CONDUIT TO DATA/COMM BACKBOARD, CAT 6 4PR
	COAXIAL TV OUTLET, 3/4" CONDUIT TO DATA/COMM BACKBOARD
	FLOOR PHONE/DATA OUTLET 3/4" CONDUIT TO DATA/COMM BACKBOARD, CAT 6 4PR
	INTERCOM OUTLET
	4"x8"x3/4" PLYWOOD TELEPHONE TERMINAL BOARD
	SPEAKER
	VOLUME CONTROL
	PUSH BUTTON
	BELL
	BELL/BUZZER COMBINATION
	BUZZER
	MICROPHONE OUTLET (SINGLE)
	HOMERUN-3 CKTS-HATCH MARKS INDICATE QUANTITY OF CONDUCTORS. (NO HATCH MARKS INDICATE (2) CONDUCTORS)
	CONDUIT RUN UNDERGROUND
	SPECIFIC REFERENCE TO NOTES SAME SHEETS
	DETAIL 'A' SHOWN ON SHEET
	E1
	STUB-UP
	STUB-DOWN
	GROUND ROD/COLUMN GROUND, 3/4"x 10"-0" CU. GROUNDING ELECTRODE AS NOTED
	WHEN SHOWN, CROSSHATCHING INDICATES DEMOLITION, ABANDON IN PLACE.

LIGHTING SYMBOL SCHEDULE	
	2'X4' FLUORESCENT LIGHT FIXTURE
	2'X2' FLUORESCENT LIGHT FIXTURE
	1'X4' SURFACE MOUNTED FIXTURE
	2'X4' FLUORESCENT LIGHT FIXTURE W/EMERGENCY BATTERY. (TYPICAL OF BATTERY PACKED FIXTURES)
	2'X4' FLUORESCENT LIGHT FIXTURE ON EMERGENCY CIRCUIT. (TYPICAL OF FIXTURES ON EMERGENCY CIRCUIT)
	2 LAMP, LENSED, CEILING OR WALL MOUNTED FIXTURE.
	2 LAMP, BARE LAMP STRIP FIXTURE
	CEILING MOUNTED LIGHT FIXTURE
	CEILING MOUNTED LIGHT FIXTURE (NITE LIGHT)
	EMERG LIGHT FIXTURE (DUAL HEAD) W/BATTERY PACK
	EXIT LIGHT FIXTURE, WITH ARROWS, SINGLE FACE
	EXIT LIGHT FIXTURE, WITH ARROWS, DOUBLE FACE
	RECESSED DOWNLIGHT
	WALL MOUNTED AREA LIGHT
	CEILING VENT-HEATER-LIGHT
	CEILING FAN
	SWITCH, SINGLE POLE
	SWITCH, 2 POLE
	SWITCH, 3 WAY
	SWITCH, 4 WAY
	SWITCH, PILOT LIGHT
	DIMMER SWITCH
	MANUAL MOTOR STARTER SWITCH
	KEY OPERATED SWITCH

FIRE ALARM SYMBOLS	
NIC	NOT USED
	PULL STATION
	STROBE ONLY (cd RATING AS NOTED)
	SPEAKER/STROBE COMBINATION (cd RATING AS NOTED)
	SPEAKER
	MAGNETIC DOOR HOLDER
	SPRINKLER FLOW SWITCH
	SPRINKLER TAMPER SWITCH
	SPRINKLER AIR PRESSURE SWITCH
	POST INDICATOR VALVE
	SMOKE DETECTOR
	DUCT DETECTOR (rs,ss RETURN/SUPPLY AIR)
	HEAT DETECTOR

ELECTRICAL ABBREVIATIONS	
FACP	FIRE ALARM CONTROL PANEL
AFG	ABOVE FINISHED GRADE
NL	NIGHT LIGHT
RT	RAINTIGHT
WP	WEATHERPROOF
EDF	ELECTRIC DRINKING FOUNTAIN
CO	CONDUIT ONLY-WITH PULL ROPE
GFI	GROUND FAULT INTERRUPTOR
IG	ISOLATED GROUND
UON	UNLESS OTHERWISE NOTED
N.O.	NORMALLY OPENED
N.C.	NORMALLY CLOSED
OH	OVERHEAD ELECTRICAL
UE	UNDERGROUND ELECTRICAL
NIC	NOT IN CONTRACT
VIF	VERIFY IN FIELD

LUMINAIRE SCHEDULE								
MOUNTING: (MTG)			LENS/LOUVER:			BALLAST:		
RG -- RECESSED GRID			P -- PARABOLIC			HP -- HIGH PERFORMANCE/EFFICIENCY BALLAST		
C -- CEILING			O -- OTHER (SEE DESCRIPTION)			NBF -- NORMAL BALLAST FACTOR		
O -- OTHER (SEE DESCRIPTION)						ML -- MULTI-LEVEL SWITCHING		
NOTE:								
CATALOG NUMBER SHALL NOT BE CONSIDERED COMPLETE AND MATERIAL SHALL NOT BE ORDERED BY MANUFACTURER AND CATALOG NUMBER ONLY. THE COMPLETE DESCRIPTION AND THE SPECIFICATION SHALL BE COORDINATED WITH THE CATALOG NUMBER TO DETERMINE THE EXACT MATERIAL AND ACCESSORIES TO BE ORDERED. THE FIRST MANUFACTURER LISTED IS THE BASIS FOR DESIGN.								
ALL LAMPS FOR THIS PROJECT SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR UNLESS OTHERWISE NOTED.								
TYPE	FIXTURE DESCRIPTION	SIZE	LED	MTG	LENS/LOUVER	VOLTAGE	BALLAST	APPROVED MANUFACTURER AND CATALOG #
F1/F1A	INDUSTRIAL LENSED FLUORESCENT FIXTURE. DIE FORMED HOUSING WITH OPAL ACRYLIC LENS, WHITE POLYESTER POWDER COAT FINISH, ELECTRONIC DRIVER WITH (5215 LUMEN) LAMPING. UL WET LISTED, 1598a LISTED. F1A PROVIDED INTEGRAL OCCUPANCY SENSOR.	10"W X 48"L	5215 LUMENS			120/277V		LITHONIA ACUITY BRANDS: VPPF845030001200PWHT OR APPROVED EQUAL BY PHILLIPS LIGHTING HUBBELL LIGHTING
F2	NOT USED			C				
F3	LED WALLPACK, FORWARD THROW, IP65 RATED, TEMPERED GLASS LOUVER/LENS, AND DARK SKY HOOD. DIE CAST ALUMINUM HOUSING. 60W, 5000 DEG K LAMPING (LED)	13"W X 9"H	60W LED 4625 LUMENS	O		277V		S3J ELECTRONICS: WWW.P706-50-5000-277-DS OR APPROVED EQUAL BY COOPER, LITHONIA, PHILLIPS, OR HUBBELL.
F4	LED AREA LIGHT, FORWARD THROW, IP65 RATED, TEMPERED GLASS LOUVER/LENS, DIE CAST ALUMINUM HOUSING. 160W, 5000 DEG K LAMPING (LED). PROVIDE ATTACHMENT TO PIER/STRUCTURE. FIXTURE IS TRUNION MOUNTED. FIXTURE TO HAVE A DURADONIC BRONZE FINISH.	17" SQ	160W LED 15360 LUMENS	O		277V		S3J ELECTRONICS: WAL816-16-5-377-TR OR APPROVED EQUAL BY COOPER, LITHONIA, PHILLIPS, OR HUBBELL.

GENERAL ELECTRICAL NOTES

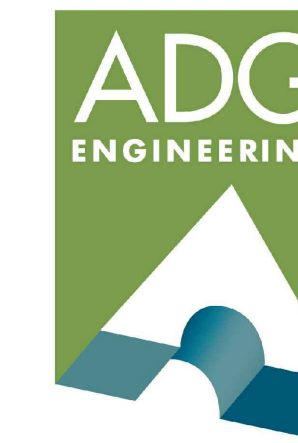
- AS A MINIMUM, ALL 120V, 20A CIRCUIT HOMERUNS OVER 50FT. SHALL BE #10 CU. MINIMUM, UNLESS NOTED OTHERWISE.
- AS A MINIMUM, ALL 120V, 20A CIRCUIT HOMERUNS OVER 150FT. SHALL BE #8 CU. MINIMUM, UNLESS NOTED OTHERWISE.
- COORDINATE EXACT LOCATION OF LIGHTING FIXTURES ON PIER WITH ARCHITECT AND PIER STRUCTURE.
- COORDINATE EXACT INSTALLATION REQUIREMENTS OF OUTLETS IN EACH SHELTER WITH ARCHITECT PRIOR TO ROUGH-IN.
- PROVIDE NYLON PULLSTRINGS IN ALL EMPTY CONDUITS.
- COORDINATE THE REQUIRED SIZE OF ALL CIRCUIT BREAKERS FEEDING EQUIPMENT WITH APPROVED EQUIPMENT SHOP DRAWINGS AND OWNER REPRESENTATIVES PRIOR TO ORDERING PANELBOARDS. BREAKERS SHALL BE SIZED PER THE NEC. THE EQUIPMENT NAME PLATE AND MANUFACTURERS RECOMMENDATIONS.
- THE USE OF ANY PROCESS INVOLVING ASBESTOS OR PCB, AND THE INSTALLATION OF ANY PRODUCT, INSULATION, COMPOUND OF MATERIAL CONTAINING OR INCORPORATING ASBESTOS OR PCB, IS PROHIBITED. THE REQUIREMENTS OF THIS SPECIFICATION FOR A COMPLETE AND PROPERLY OPERATING ELECTRICAL SYSTEM SHALL BE MET WITHOUT THE USE OF ASBESTOS OR PCB.
- THE POWER COMPANY SHALL BE CONTACTED WITHIN 10 DAYS OF THE AWARD OF THE CONTRACT BY THE CONTRACTOR TO VERIFY THE ACTUAL AVAILABLE SHORT CIRCUIT FAULT CURRENT (SCC) AT THE TRANSFORMER SECONDARY BUSINGS. THE CONTRACTOR SHALL PROVIDE ELECTRICAL DISTRIBUTION AND UTILIZATION EQUIPMENT AND PANELBOARDS WHICH HAVE AIC/WITHSTAND RATINGS GREATER THAN THE AVAILABLE SSC AT EACH POINT IN THE ELECTRICAL SYSTEM.
- VISIT THE EXISTING FACILITY AND CAREFULLY EXAMINE THOSE PORTIONS OF THE BUILDING AND SITE AFFECTED BY THIS WORK BEFORE SUBMITTING PROPOSALS, SO AS TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS AND DIFFICULTIES THAT WILL AFFECT EXECUTION OF THE WORK. SUBMISSION OF A PROPOSAL WILL BE CONSIDERED AS EVIDENCE THAT SUCH EXAMINATION HAS BEEN MADE AND LATER CLAIMS FOR LABOR, EQUIPMENT OR MATERIALS REQUIRED BECAUSE OF DIFFICULTIES ENCOUNTERED WILL NOT BE RECOGNIZED.
- CONTRACTOR SHALL INCLUDE IN HIS BID THE TRANSPORT AND DISPOSAL OR RECYCLING OF ALL WASTE MATERIALS GENERATED BY THIS PROJECT IN ACCORDANCE WITH ALL RULES, REGULATIONS AND GUIDELINES APPLICABLE.
 - CONTRACTOR SHALL COMPLY FULLY WITH LOUISIANA LAW REGARDING MERCURY CONTAINING DEVICES AND LAMPS.
 - LAMPS, BALLASTS AND OTHER MATERIALS SHALL BE TRANSPORTED AND DISPOSED OF IN ACCORDANCE WITH ALL DEP AND EPA GUIDELINES.
 - THE CONTRACTOR SHALL PROVIDE WRITTEN CERTIFICATION THAT ALL MATERIALS WHERE RECYCLED OR DISPOSED OF PROPERLY PER THE GUIDE LINE NOTED ABOVE.
- PANEL SCHEDULES INDICATE CIRCUIT DESIGNATIONS ONLY. CONTRACTOR TO PROVIDE MATERIALS AS REQUIRED WHEN NEUTRALS ARE SHARED TO COMPLY WITH NEC REQUIREMENTS. ALL SINGLE PHASE MULTIWIRE BRANCH CIRCUITS SHALL BE FED VIA A TWO POLE BREAKER OR TWO SINGLE POLE BREAKERS WITH AN IDENTIFIED HANDLE TIE. ALL THREE PHASE MULTIWIRE BRANCH CIRCUITS SHALL BE FED VIA A THREE POLE BREAKER OR THREE SINGLE POLE BREAKERS WITH AN IDENTIFIED HANDLE TIE (PER NEC 210.4B).
- ALL BRANCH CIRCUIT CONDUCTORS SHALL BE IDENTIFIED BY PHASE OR LINE AND SYSTEM AT ALL TERMINATION, CONNECTION AND SPLICE POINTS. THIS IDENTIFICATION METHOD SHALL BE DOCUMENTED IN A MANNER THAT IS READILY AVAILABLE OR SHALL BE PERMANENTLY POSTED AT EACH BRANCH CIRCUIT PANELBOARD OR SIMILAR DISTRIBUTION EQUIPMENT (PER NEC 210.5C).

480/277V WIRING SHALL BE MARKED AS FOLLOWS:

PHASE A - BROWN
 PHASE B - ORANGE
 PHASE C - YELLOW
 NEUTRAL - GRAY
 GROUND - GREEN WITH YELLOW STRIPE

208/120V WIRING SHALL BE MARKED AS FOLLOWS:

PHASE A - BLACK
 PHASE B - RED
 PHASE C - BLUE
 NEUTRAL - WHITE
 GROUND - GREEN
- EXISTING CONDITIONS AND UTILITIES INDICATED ARE TAKEN FROM EXISTING CONSTRUCTION DOCUMENTS, VARIOUS SURVEYS AND FIELD INVESTIGATIONS. IT IS TO BE UNDERSTOOD THAT UNFORESEEN CONDITIONS PROBABLY EXIST AND NEW WORK MAY NOT BE FIELD LOCATED EXACTLY AS SHOWN ON THE DRAWINGS. COOPERATION WITH OTHER TRADES IN ROUTING AND/OR BURIAL DEPTHS AS DETERMINED DURING CONSTRUCTION AND AS DIRECTED BY THE ARCHITECT/ENGINEER MAY BE NECESSARY AND IT IS INTENDED THAT SUCH DEVIATIONS SHALL BE CONSIDERED A PART OF THIS CONTRACT. IT IS ALSO UNDERSTOOD THAT THE PLANS ARE NOT COMPLETELY TO SCALE. THIS CONTRACTOR IS TO FIELD VERIFY DIMENSIONS OF ALL SITE UTILITIES, ETC., PRIOR TO BID AND INCLUDE ANY DEVIATIONS IN THE CONTRACT.
- LOCATE ALL EXISTING UTILITIES AND PROTECT THEM FROM DAMAGE.
- REMOVE EXISTING POWER, LIGHTING, SYSTEMS MATERIALS AND EQUIPMENT WHICH ARE MADE OBSOLETE OR WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT.
- ALL RECEPTACLES, DEVICES, LIGHTING, SYSTEMS AND EQUIPMENT NOT SHOWN, AND IN AREAS OUTSIDE OF REMODELING SHALL REMAIN ACTIVE UNLESS OTHERWISE NOTED. FURNISH AND INSTALL ACCESSIBLE JUNCTION BOXES AND REWORK EXISTING CIRCUITS AS REQUIRED TO MAINTAIN CIRCUIT CONTINUITY TO RECEPTACLES, DEVICES, LIGHTING, SYSTEMS AND EQUIPMENT.
- PANELBOARDS: CLEAN EXPOSED SURFACES AND CHECK TIGHTNESS OF ELECTRICAL CONNECTIONS. REPLACE DAMAGED CIRCUIT BREAKERS AND PROVIDE CLOSURE PLATES FOR VACANT POSITIONS. PROVIDE TYPED CIRCUIT DIRECTORY SHOWING REVISED CIRCUITING ARRANGEMENT.
- ALL NEW CIRCUIT BREAKERS WITHIN EACH EXISTING PANELBOARD SHALL BE THE SAME MANUFACTURER TYPE, STYLE AND A.I.C. RATING OF EXISTING PANELBOARD.



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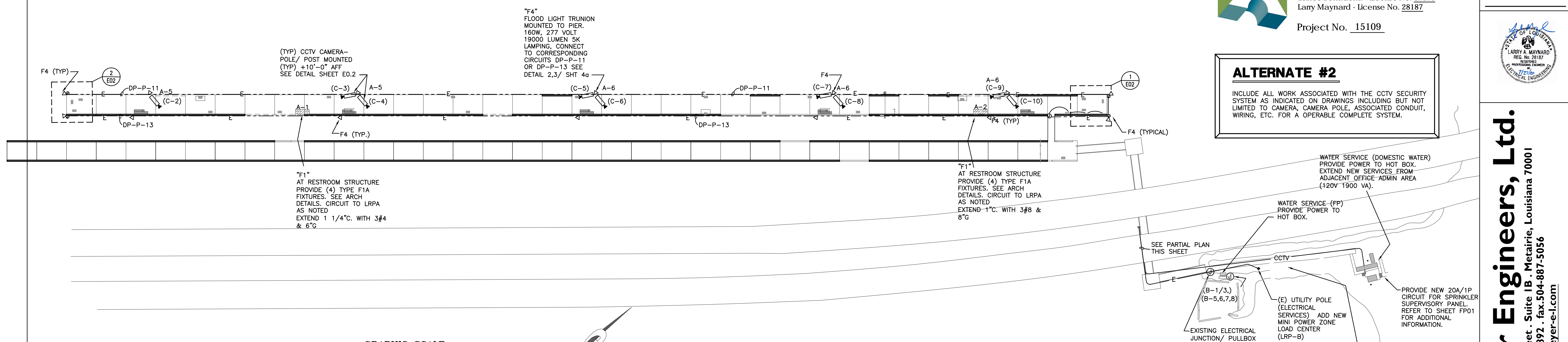
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Project No. 15109

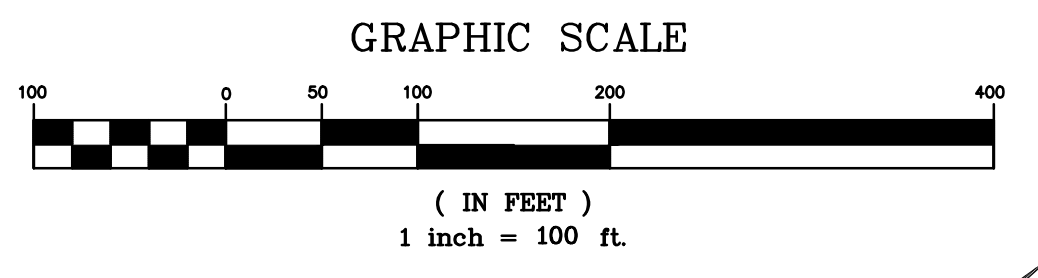


ALTERNATE #2

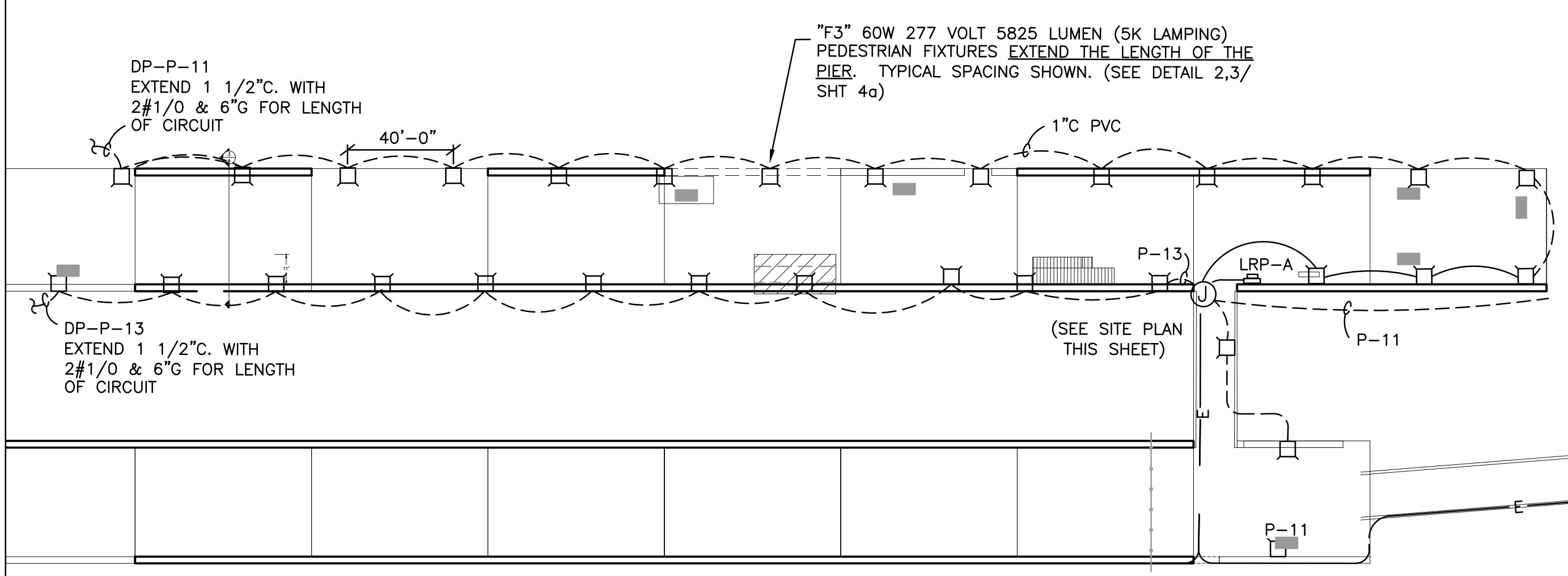
INCLUDE ALL WORK ASSOCIATED WITH THE CCTV SECURITY SYSTEM AS INDICATED ON DRAWINGS INCLUDING BUT NOT LIMITED TO CAMERA, CAMERA POLE, ASSOCIATED CONDUIT, WIRING, ETC. FOR A OPERABLE COMPLETE SYSTEM.



1 ELECTRICAL SITE PLAN
 1"=100'

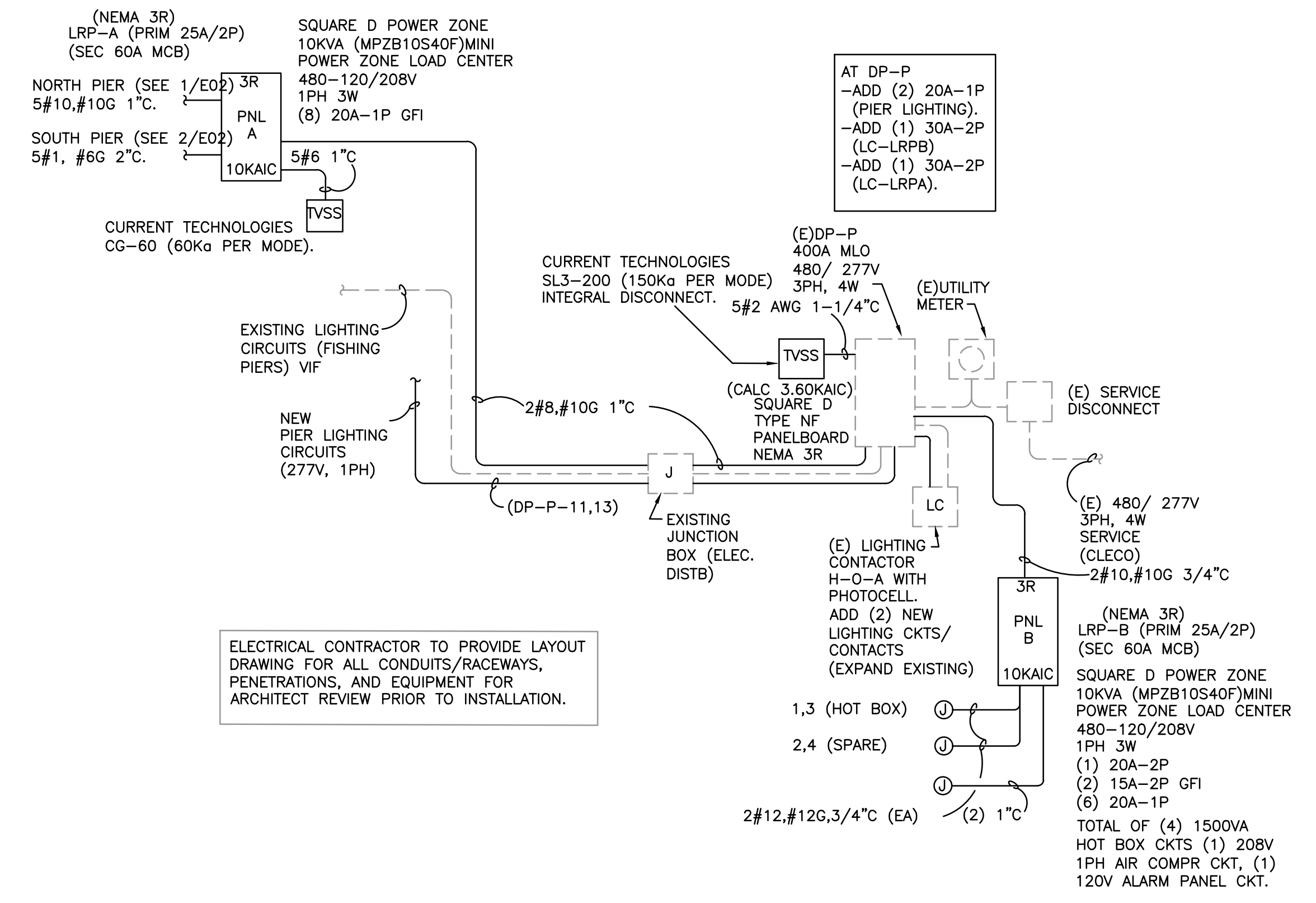


SEE SHEET E00 FOR LIGHT FIXTURE SCHEDULE



2 PARTIAL PLAN ELECTRICAL
 1"=40'

SEE SHEET E00 FOR LIGHT FIXTURE SCHEDULE

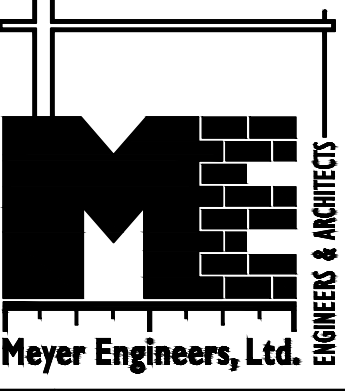


PARTIAL RISER DIAGRAM

NTS
 SEE SHEET 4a (DETAILS 2.3) FOR ROUTING OF RACEWAYS AT PIER. PROVIDE CORROSION RESISTANT HARDWARE AND SUPPORTS (SEE 16050 BASIC ELECTRICAL MATERIALS).
 MATCH EXISTING EQUIPMENT MANUFACTURE (SQUARE D) FOR COMPONENTS AND ASSEMBLIES ADDED TO EXISTING EQUIPMENT

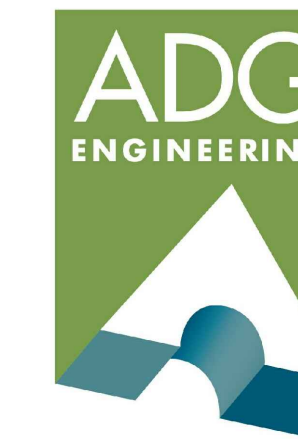
LIGHTER LINE WEIGHT IS EXISTING TO REMAIN (VIF), HEAVIER LINE WEIGHT IS NEW WORK.

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PIER ELECTRICAL SITE PLAN
ST. TAMMANY FISHING PIER - PHASE II
ST. TAMMANY PARISH, OWNER

sheet no. **E01**
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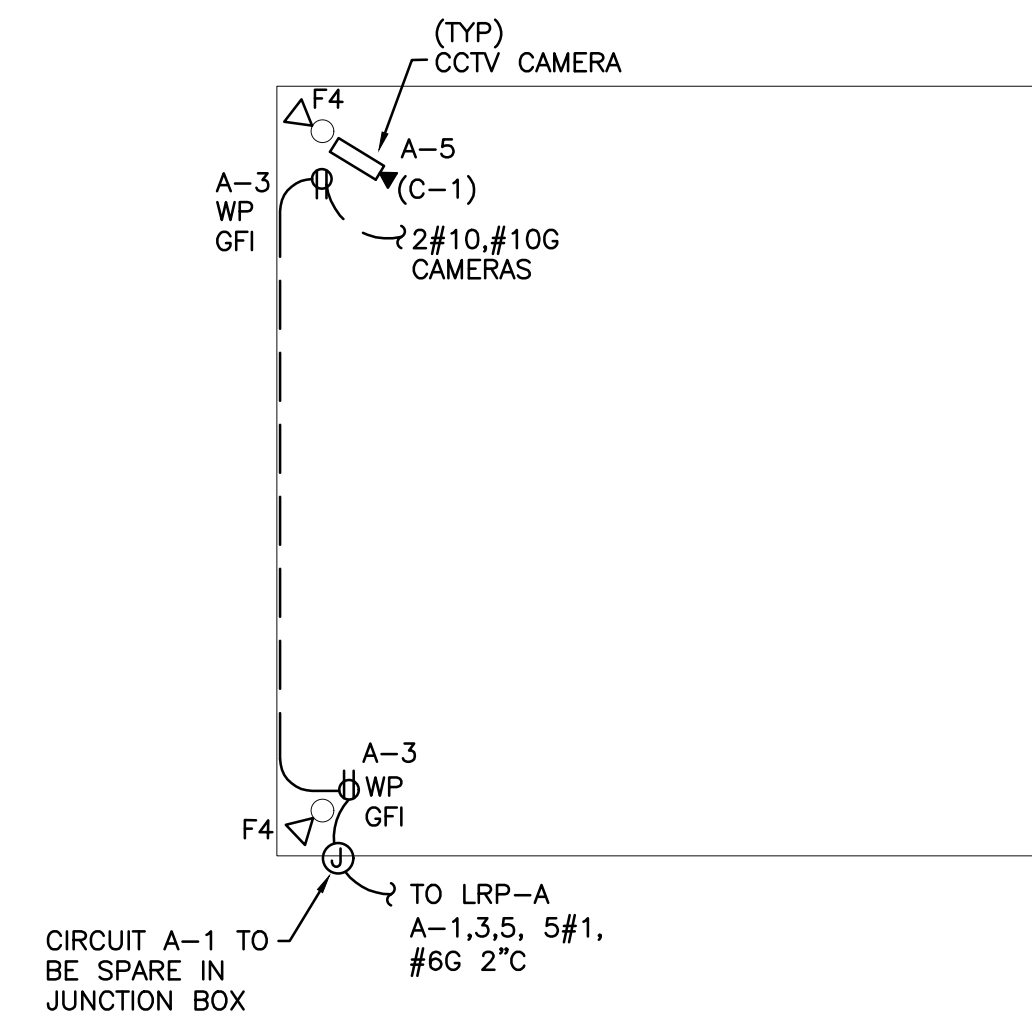
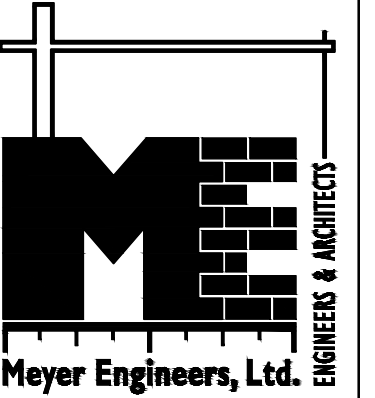
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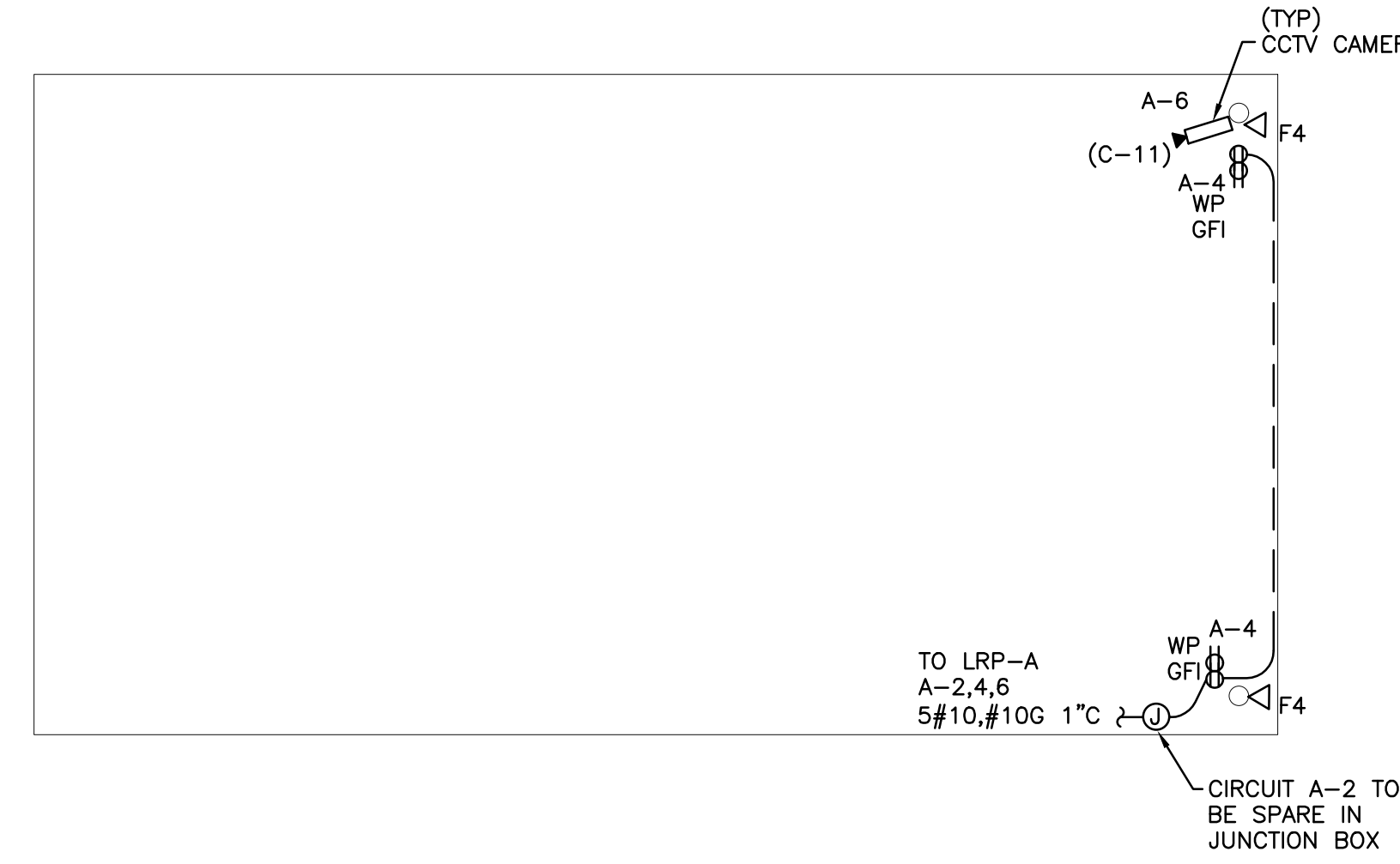
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2 ELECTRICAL PLAN - (SOUTH)
 E02 1/4" = 1'-0"



1 ELECTRICAL PLAN - (NORTH)
 E02 1/4" = 1'-0"

SEE SHEET E00 FOR LIGHT FIXTURE SCHEDULE.

ALTERNATE #2

INCLUDE ALL WORK ASSOCIATED WITH THE CCTV SECURITY SYSTEM AS INDICATED ON DRAWINGS INCLUDING BUT NOT LIMITED TO CAMERA, CAMERA POLE, ASSOCIATED CONDUIT, WIRING, ETC. FOR A OPERABLE COMPLETE SYSTEM.

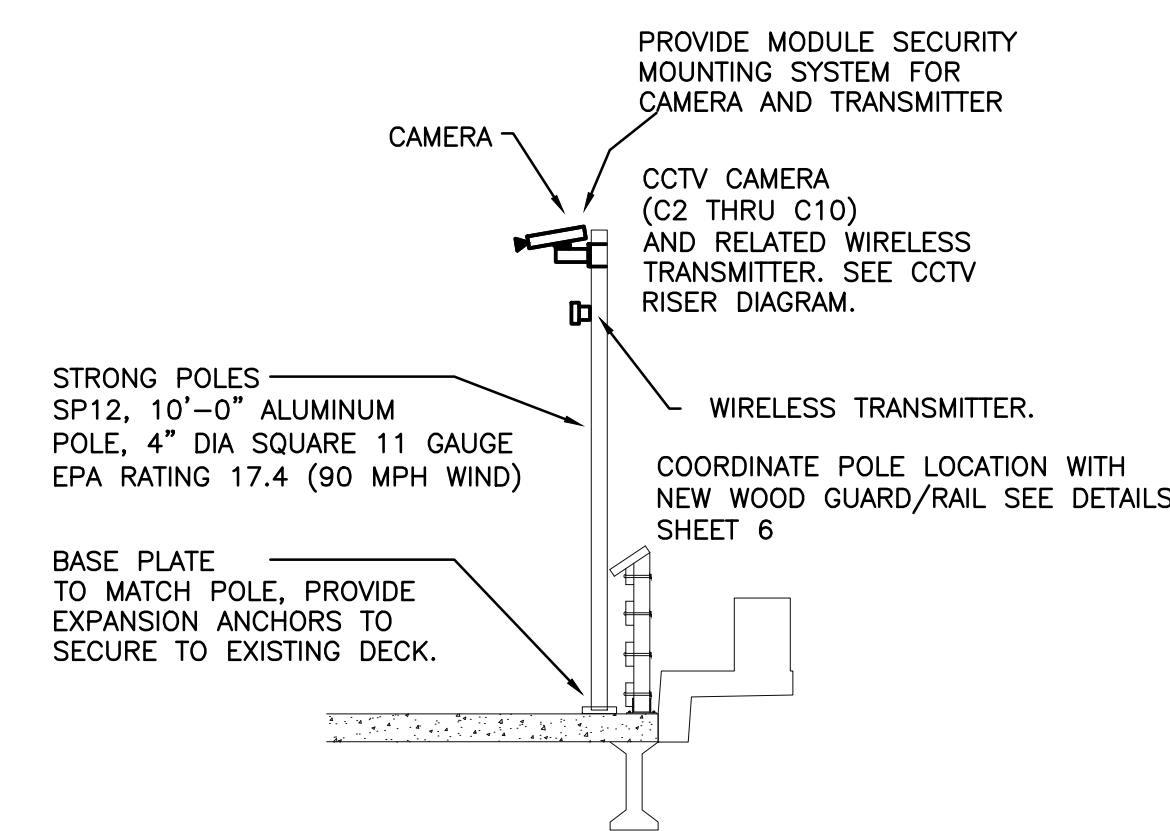
[CCTV NOTES]

- CONTRACTOR WILL SUPPLY AND INSTALL IP CAMERAS WITH BRACKETS AND MOUNTS AT LOCATIONS SHOWN.
- CONTRACTOR WILL SUPPLY AND INSTALL WIRELESS DEVICES FOR TRANSMISSION OF VIDEO TO STORAGE NVR.
- CONTRACTOR WILL SUPPLY AND INSTALL CCTV AND NETWORK POWER SUPPLIES AS REQUIRED.
- CONTRACTOR WILL SUPPLY AND INSTALL POE NETWORK SWITCHES AS REQUIRED.
- CONTRACTOR WILL SUPPLY AND INSTALL 16 CHANNEL NVR IN STORAGE ROOM IN EXISTING BUILDING.
- CONTRACTOR WILL SUPPLY AND INSTALL CONDUIT AS REQUIRED IN CAMERA LOCATIONS.
- CONTRACTOR WILL SUPPLY AND PULL ALL CABLE OR ELECTRICAL WIRING NEEDED AS REQUIRED.
- CONTRACTOR WILL MOUNT, TERMINATE, TIE-IN AND TEST
- CONDUIT FOR CAMERAS TO BE SUPPLIED AND INSTALLED BY THE TECHNOLOGY CONTRACTOR, ALL OTHER RACEWAYS ARE BY ELECTRICAL.
- ANY SUBSTITUTION OF EQUIPMENT WILL NEED PRIOR APPROVAL FROM THE OWNER FOR COMPATIBILITY REASONS.

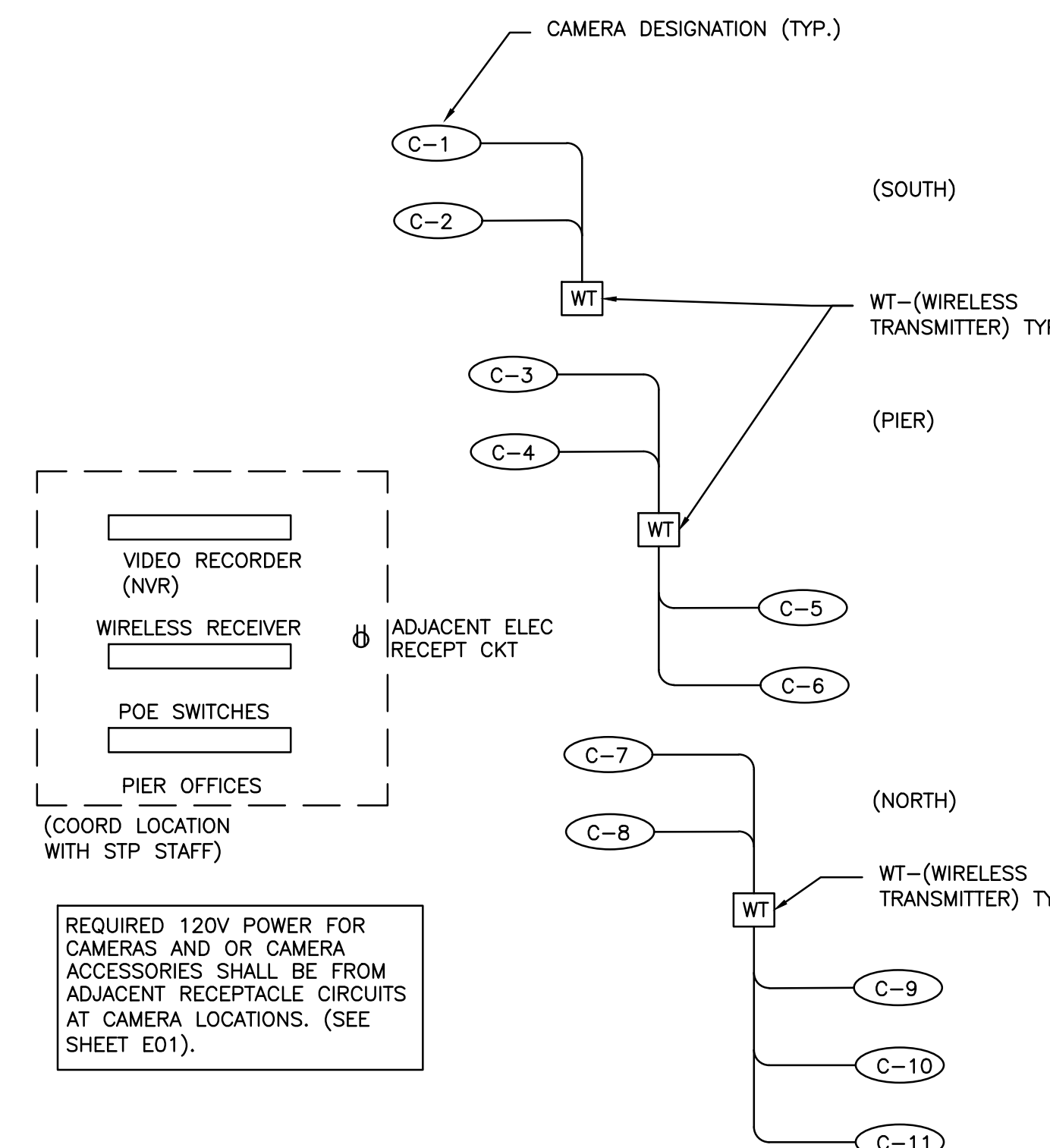
[EQUIPMENT LIST]

PART NUMBER	MANUFACTURER	DESCRIPTION
DM/SDEXC16MAX	DEDICATED MICROS	16CH ANIG/IP NVR 480PPS@4 CIF 4TB HDMI
DM/SDEXC16MAX	DEDICATED MICROS	HYPER D IP VANDAL ICR DOME W/ HEATER, 1/3", 480TVL WDR, 1 LUX, VERIFOVAL 3-9MM, AL, 12/24V, 122X160M
DM/SDEXC16MAX	DEDICATED MICROS	WALL/ CEILING MOUNT POLES AND BRACKET KIT FOR VANDAL DOMES
DM/SDEXC16MAX	DEDICATED MICROS	POLE MOUNT ADAPTER
DM/SDEXC16MAX	DEDICATED MICROS	VSD22X1" AND 1-1/4" PIPE ADAPTER KIT
DM/SDEXC16MAX	DEDICATED MICROS	CAMERA POWER SUPPLY (POLES)
DM/SDEXC16MAX	KBC	KBC WIRELESS ETHERNET POINT-TO-POINT KIT
DM/SDEXC16MAX	KBC	KBC WIRELESS ETHERNET MULTIPPOINT OMNI RECEIVER
DM/SDEXC16MAX	KBC	KBC WIRELESS ETHERNET DIRECTIONAL CLIENT TRANSMITTER KIT
DM/SDEXC16MAX	E LINX	5 PORT POE SWITCH
DM/SDEXC16MAX	E LINX	48VDC POE SWITCH POWER SUPPLY
DM/SDEXC16MAX	E LINX	8 PORT POE SWITCH
DM/SDEXC16MAX	E LINX	17" LCD MONITOR
DM/SDEXC16MAX	E LINX	24-4P C5E OUTDOOR

STANLEY CONVERGENT SECURITY SOLUTIONS OR APPROVED EQUAL



3 CCTV CAMERA (PIER) INSTALLATION
 E02 1/4" = 1'-0"



(CCTV) RISER DIAGRAM
 NOT TO SCALE
 SEE NOTES AND MANUFACTURERS EQUIPMENT LIST

ELECTRICAL FLOOR PLANS
ST. TAMMANY FISHING PIER - PHASE II
ST. TAMMANY PARISH, OWNER



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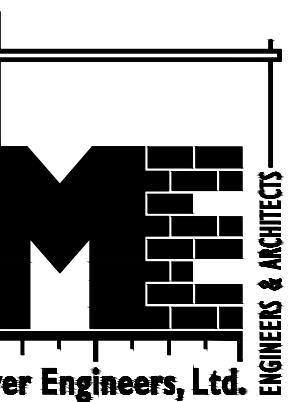
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project no. 20-1419
 drawn []
 checked []
 date 7-27-2020
 revised []

Project No. 15109



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FIRE PROTECTION KEYNOTES:

- ① DRY PIPE SPRINKLER VALVE WITH TANK MOUNTED AIR COMPRESSOR AND BACKFLOW PREVENTER IN HEATED ENCLOSURE. REFER TO DETAIL.
- ② MINIMUM 6" FIRE LINE TO SERVE DRY PIPE SPRINKLER SYSTEM. REFER TO CIVIL FOR CONTINUATION.
- ③ DRY PIPE SPRINKLER MAIN.
- ④ WOODEN PIER SHALL BE FULLY PROTECTED BY DRY PIPE SPRINKLER SYSTEM.
- ⑤ PROVIDE AUTOMATIC SPRINKLER SUPERVISORY CONTROL PANEL INSIDE TRAILER, THIS LOCATION. ALL CIRCUITS SHALL BE ROUTED UNDERGROUND IN CONDUIT. PROVIDE TELE/DATA CONNECTIONS AS REQUIRED. PROVIDE ONE DEDICATED 20 AMP, 120 VOLT CIRCUIT FROM NEAREST ELECTRICAL PANEL TO SERVE SUPERVISORY CONTROL PANEL, PROVIDE NEW BREAKER AS REQUIRED.

FIRE PROTECTION GENERAL NOTES

FP SHEETS INTENDED AS CONCEPTUAL DRAWINGS AND ARE FOR INFORMATION ONLY TO SHOW POTENTIAL SYSTEM ARRANGEMENTS. THE CONTRACTOR SHALL REVIEW THE ARCHITECTURAL DRAWINGS AND FIELD VERIFY ALL INFORMATION CONTAINED ON THESE DRAWINGS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF THE SYSTEM IN ACCORDANCE WITH ALL APPLICABLE CODES AND REQUIREMENTS, INCLUDING BUT NOT LIMITED TO NFPA AND ALL OTHER AUTHORITIES HAVING JURISDICTION.

ALL ABOVE GROUND PIPE FOR PROJECT 1-1/2" AND LESS IN DIAMETER IS TO BE SCHEDULE 40 STAINLESS STEEL AND SHALL UTILIZE CUT THREADS AND CLASS 150 STAINLESS STEEL FITTINGS. ALL PIPE GREATER THAN 1-1/2" AND LESS THAN 6" IN DIAMETER SHALL BE SCHEDULE 40 STAINLESS STEEL AND SHALL UTILIZE ROLLED GROOVES AND LISTED STAINLESS STEEL GROOVED END FITTINGS WITH RUBBER GASKETS. LISTED WELDED STAINLESS STEEL FITTINGS MAY ALSO BE UTILIZED. PIPE 6" AND GREATER IN DIAMETER SHALL BE SCHEDULE 10 STAINLESS STEEL PIPE AND SHALL USE ROLLED GROOVES AND LISTED ROLLED GROOVE STAINLESS STEEL FITTINGS WITH RUBBER GASKETS.

HANGERS SHALL BE STAINLESS STEEL AND THEIR INSTALLATION SHALL COMPLY WITH NFPA 13 2016 EDITION.

PROVIDE SPARE HEADS AND WRENCHES IN CABINET MOUNTED ADJACENT TO SPRINKLER ENTRY AS PER NFPA 13 2016 EDITION.

RUN SPRINKLER PIPE AS HIGH AS POSSIBLE TO AVOID CONFLICTS WITH STRUCTURE, ETC.

CONTRACTOR SHALL REFER TO ARCHITECTURAL FLOOR PLANS FOR PLAN LAYOUTS. PRIOR TO SUBMISSION OF SHOP DRAWINGS, REVIEW ARCHITECTURAL LAYOUTS. FURNISH HEADS AS REQUIRED BY ARCHITECTURAL SHEETS, BY NFPA 13 2016 EDITION, AND AS SHOWN ON FIRE PROTECTION PLANS FOR A COMPLETE SYSTEM FULLY COVERING WORK AREAS IDENTIFIED ON ARCHITECTURAL DRAWINGS. COORDINATE EXACT HEAD LOCATIONS WITH JOB CONDITIONS, STRUCTURAL, PIPING, CONDUIT, ETC. COORDINATE WITH OTHER DIVISION 15, 16 CONTRACTORS THROUGH GENERAL CONTRACTOR.

FOR DESIGN PURPOSES, THE SYSTEM DESIGNER SHALL REDUCE THE AVAILABLE FLOW IN GPM BY TEN (10) PERCENT AND THE STATIC AND RESIDUAL PRESSURES BY 5 PSI BELOW THAT OBTAINED DURING FLOW TEST. EXAMPLE, 1,000 GPM FLOW WOULD BE 900 GPM. 52 PSI STATIC IS 47 PSI FOR DESIGN PURPOSES AND 41 PSI RESIDUAL WOULD BE 36 PSI. UTILIZE ADJUSTED PRESSURES FOR HYDRAULIC DESIGN.

THE PIER IS TO BE FULLY SPRINKLED, INCLUDING ANY AREAS WITH CONCEALED COMBUSTIBLE CONSTRUCTION.

ALL PIPE, FITTINGS, VALVES, ETC. SHALL BE LISTED FOR A MINIMUM OF 175 PSI.

PROVIDE 24V. WEATHER PROOF ELECTRIC SPRINKLER HORN/STROBE TO INDICATE SPRINKLER FLOW. HORN/STROBE ACTIVATED BY FIRE ALARM PANEL UPON SPRINKLER FLOW.

PROVIDE AUXILIARY DRAINS AS REQUIRED BY NFPA 13 2016 EDITION TO DRAIN TRAPPED SECTIONS OF PIPING. EXTEND DRAINS TO EXTERIOR AND TERMINATE AT GRADE.

CONTRACTOR SHALL PROVIDE AND INSTALL SPRINKLER HEADS, PIPING, VALVES, HANGERS, ETC. AS REQUIRED FOR COMPLIANCE WITH NFPA 13 2016 EDITION AND REQUIREMENTS OF ALL AUTHORITIES HAVING JURISDICTION.

PROVIDE ALARM PRESSURE SWITCHES AND TAMPER SWITCHES AS REQUIRED TO ELECTRONICALLY SUPERVISE SYSTEM.

CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PREPARATION OF FIRE PROTECTION SHOP DRAWINGS, CALCULATIONS, AND FEES AS REQUIRED FOR FINAL APPROVAL OF SYSTEM BY ALL AUTHORITIES HAVING JURISDICTION.

ALL DRY PIPE SYSTEMS SHALL UTILIZE SCHEDULE 40 STAINLESS STEEL PIPE AND FITTINGS AND SHALL BE LISTED FOR 175 PSI.

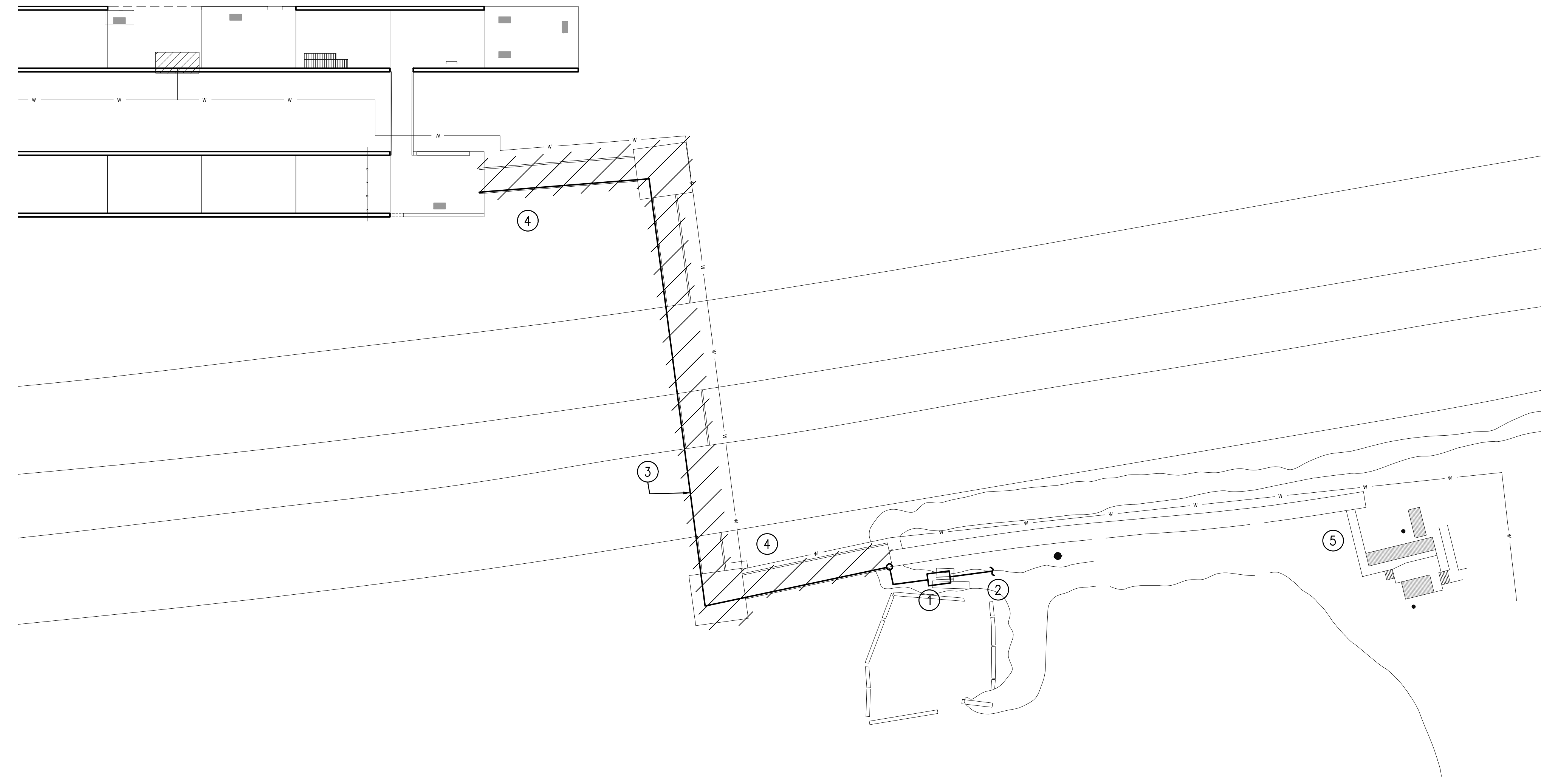
PROVIDE PROPER NUMBER OF DRY PIPE RISERS SO THAT NO DRY PIPE SYSTEM RISER EXCEEDS 750 GALLONS OF WATER CAPACITY PER RISER, PROVIDE ACCELERATOR IF VOLUME IS BETWEEN 500 AND 750 GALLONS.

DESIGN AND INSTALLATION OF AUTOMATIC SPRINKLER SYSTEM SHALL BE IN ACCORDANCE WITH REQUIREMENTS OF NFPA 13 2016 EDITION.

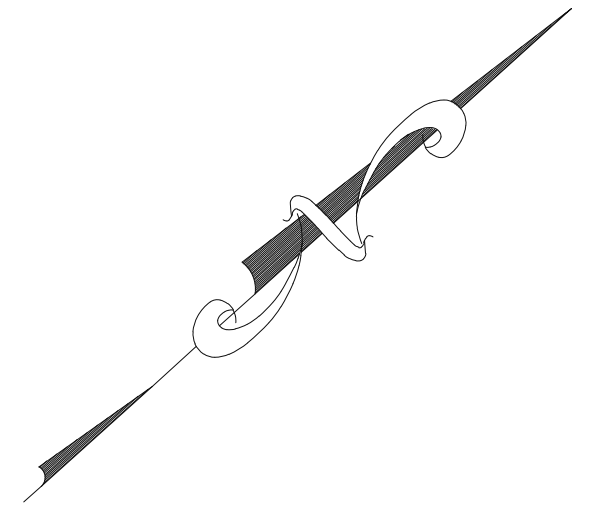
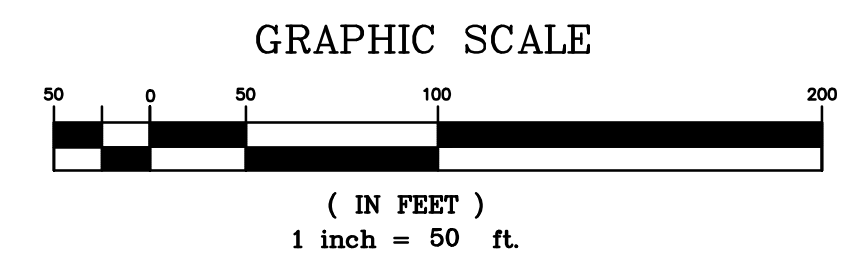
EXCEPT WHERE NOTED, ALL SPRINKLER HEADS SHALL BE LISTED QUICK RESPONSE TYPE.

ALL EXPOSED PIPE SHALL BE PAINTED.

ALL SPRINKLER HEADS SHALL BE LISTED CORROSION RESISTANT STAINLESS STEEL HEADS.

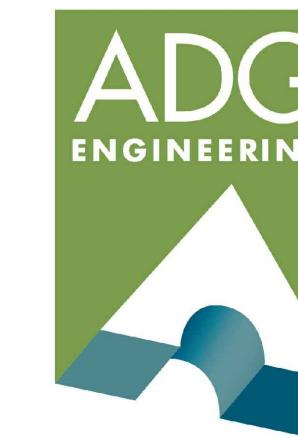


1 OVERALL FIRE PROTECTION SITE PLAN
 FP01 **1"=50'**



FIRE PROTECTION LEGEND		
SYM.	SPRINKLER HEAD(SEE SPECIFICATIONS FOR APPROVED EQUALS)	K-FACTOR
●	STANDARD RESPONSE UPRIGHT HEAD WITH WIRE GUARD	5.6

FIRE PROTECTION SITE PLAN
ST. TAMMANY FISHING PIER -
PHASE II
ST. TAMMANY PARISH, OWNER

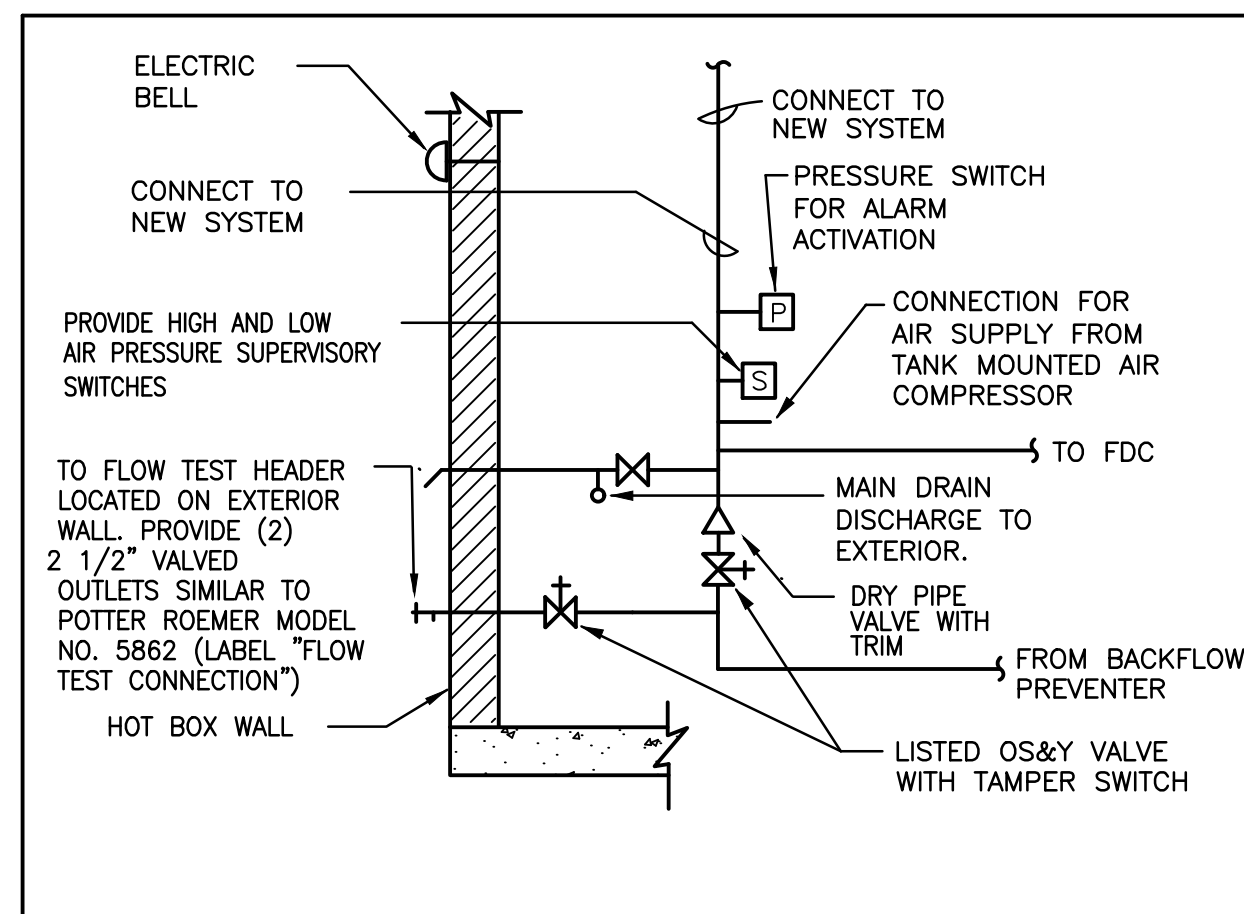


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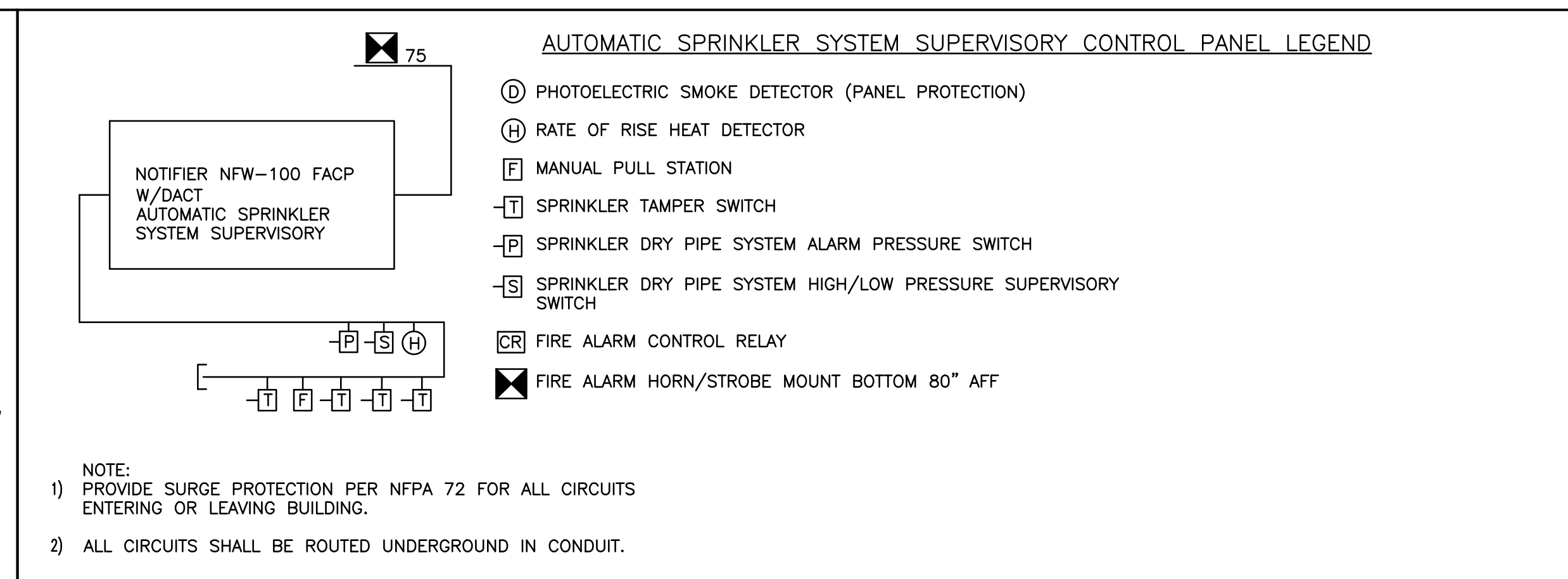
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project no. 20-1419
 drawn by [initials]
 checked by [initials]
 date 7-27-2020
 revised

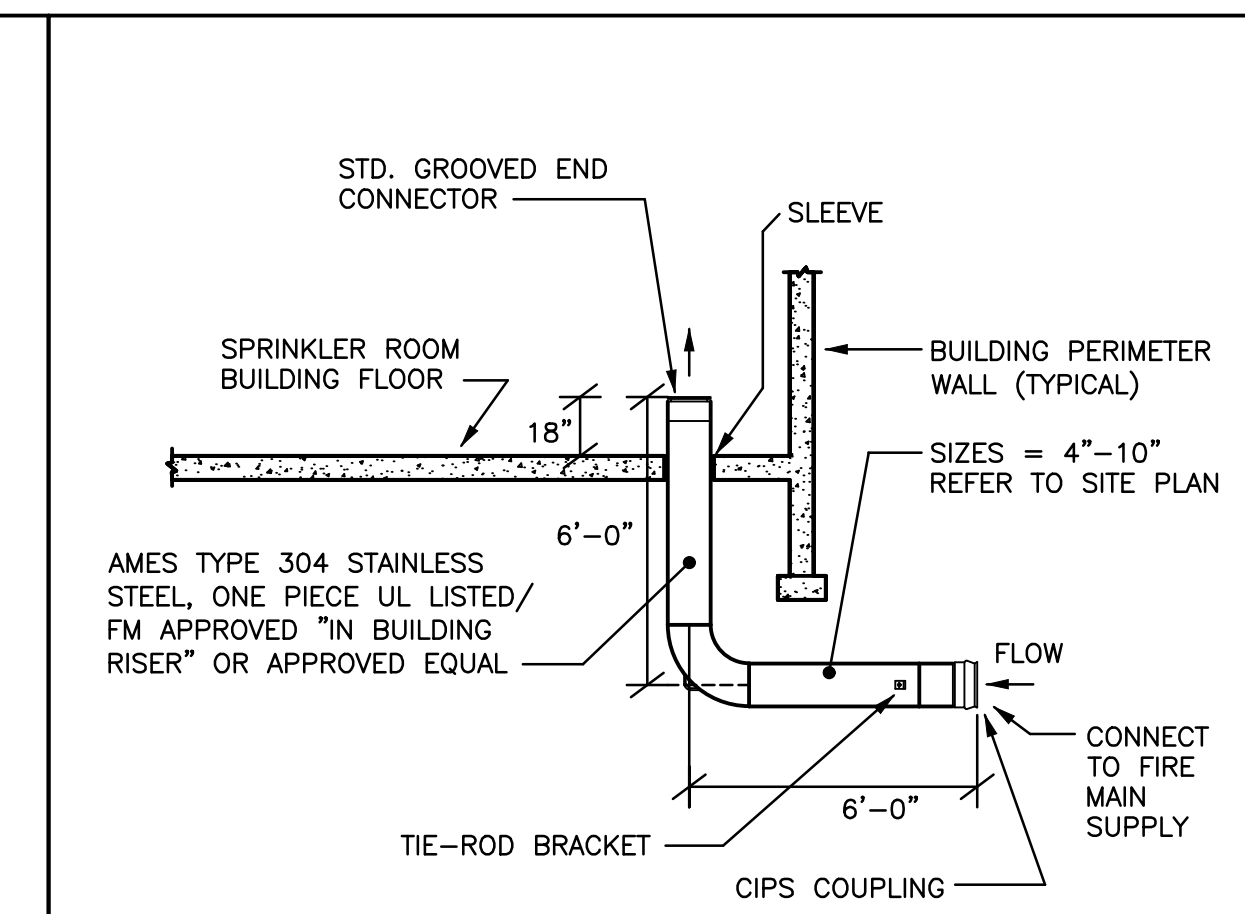
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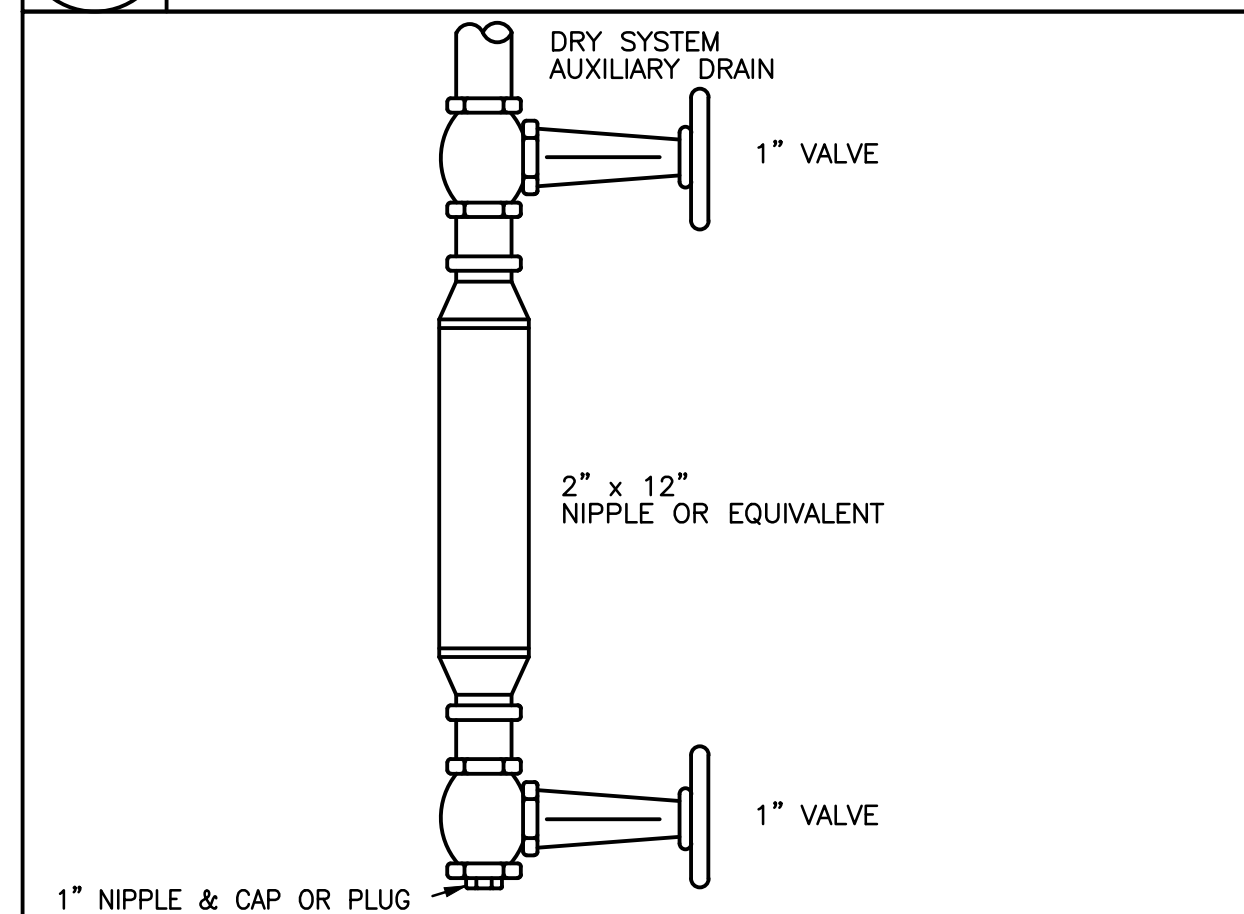
1 DRY PIPE RISER DETAIL
NO SCALE



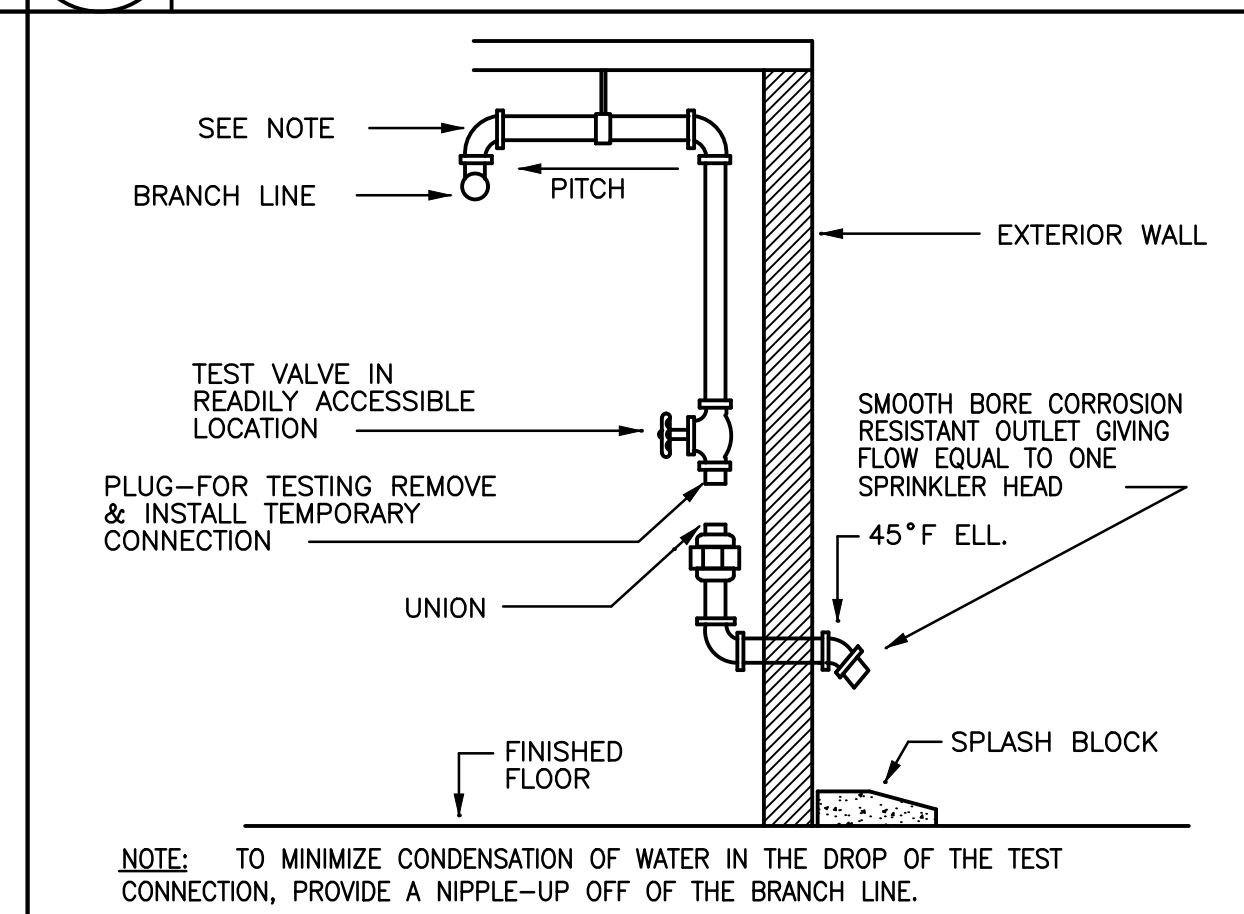
2 FIRE ALARM/DACT DETAIL
NO SCALE



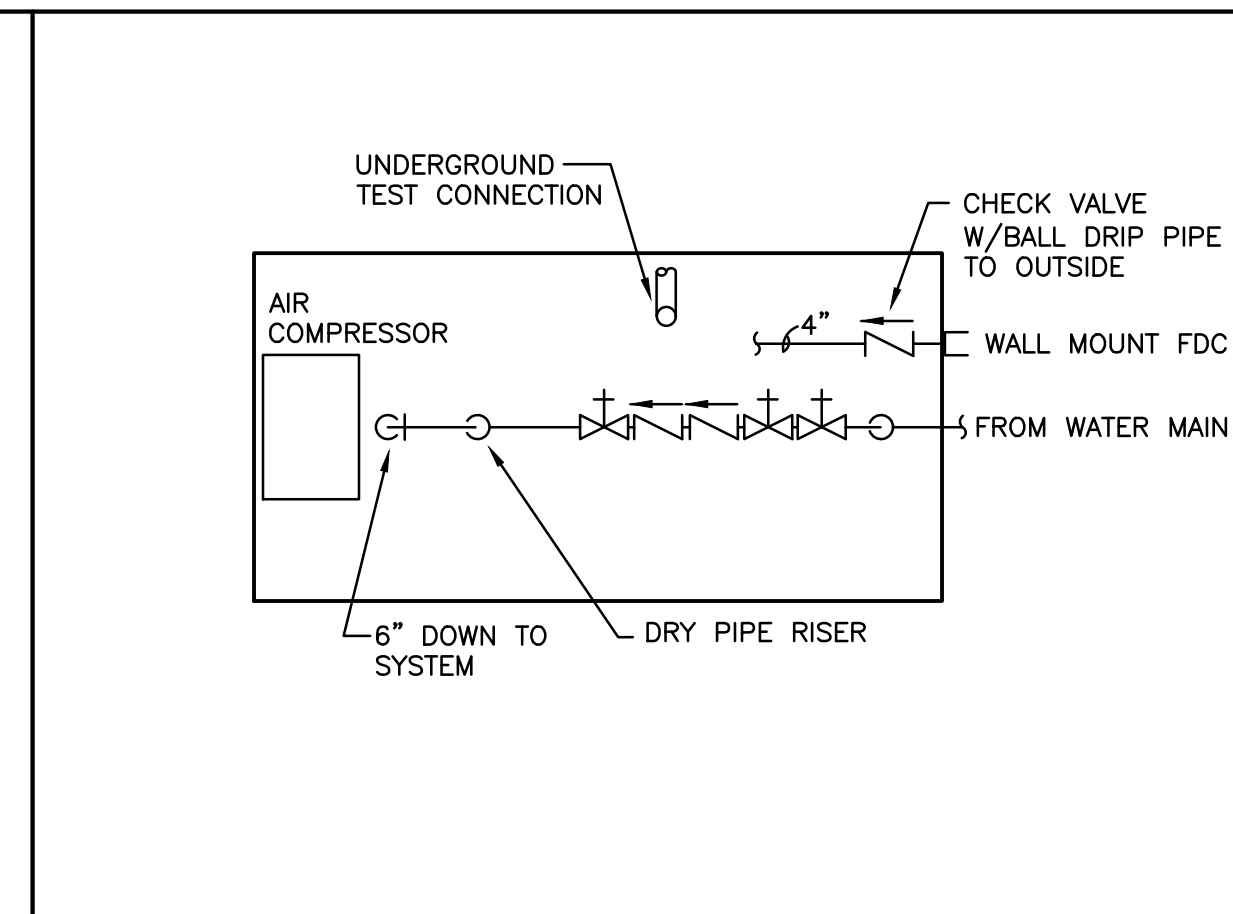
3 FIRE LINE ENTRY DETAIL
NO SCALE



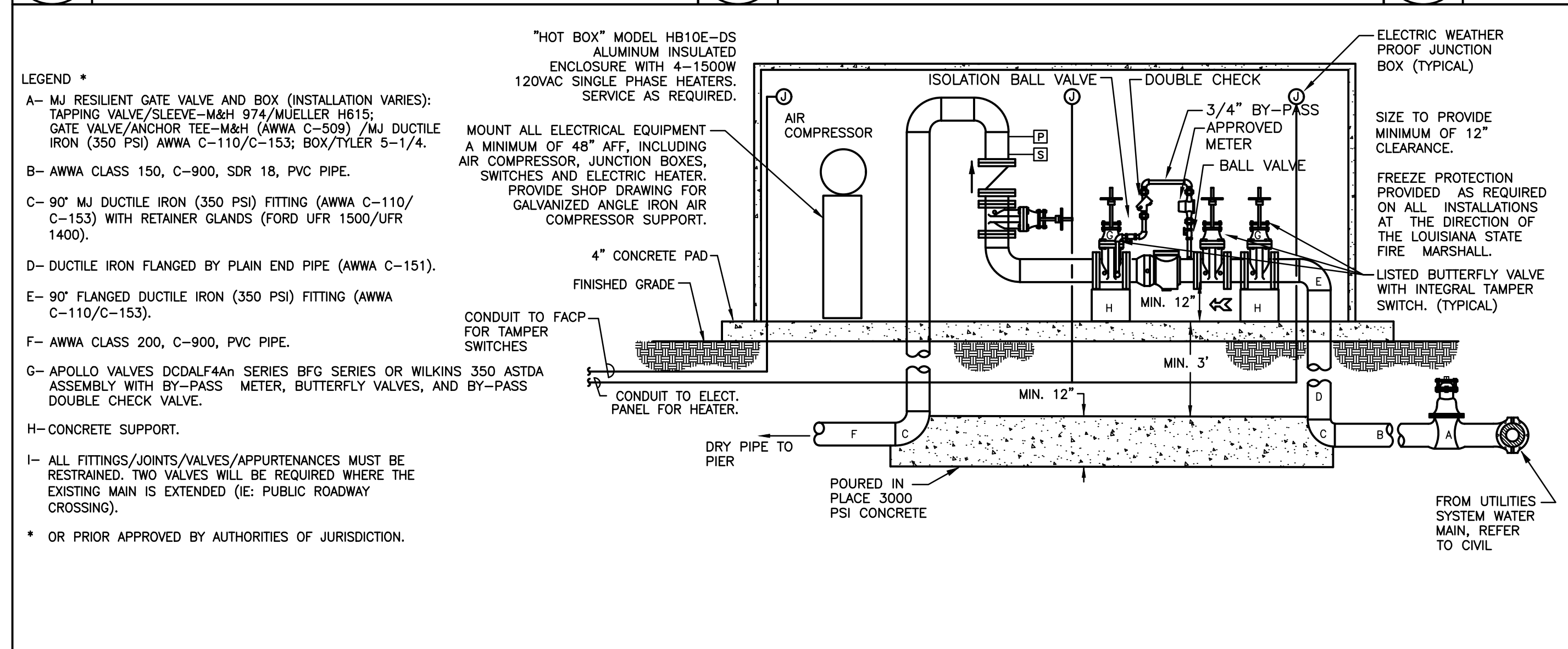
4 DRY SYSTEM AUXILIARY DRAIN
NO SCALE



5 SYSTEM TEST CONNECTION ON DRY PIPE SYSTEM
NO SCALE



6 HOT BOX SCHEMATIC DETAIL
NO SCALE



7 FIRE LINE DOUBLE CHECK DETECTOR W/BUTTERFLY VALVES IN HOT BOX DETAIL
NO SCALE

LEGEND *

A- MJ RESILIENT GATE VALVE AND BOX (INSTALLATION VARIES); TAPPING VALVE/SLEEVE-M&H 974/MUELLER HB15; GATE VALVE/ANCHOR TEE-M&H (AWWA C-509) /MJ DUCTILE IRON (350 PSI) AWWA C-110/C-153; BOX/TYLER 5-1/4.

B- AWWA CLASS 150, C-900, SDR 18, PVC PIPE.

C- 90° MJ DUCTILE IRON (350 PSI) FITTING (AWWA C-110/C-153) WITH RETAINER GLANDS (FORD UFR 1500/UFR 1400).

D- DUCTILE IRON FLANGED BY PLAIN END PIPE (AWWA C-151).

E- 90° FLANGED DUCTILE IRON (350 PSI) FITTING (AWWA C-110/C-153).

F- AWWA CLASS 200, C-900, PVC PIPE.

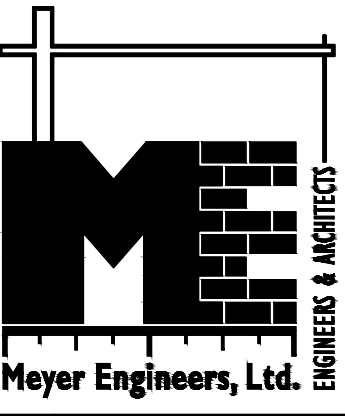
G- APOLLO VALVES DCDALF4M SERIES BFG SERIES OR WILKINS 350 ASTDA ASSEMBLY WITH BY-PASS METER, BUTTERFLY VALVES, AND BY-PASS DOUBLE CHECK VALVE.

H- CONCRETE SUPPORT.

I- ALL FITTINGS/JOINTS/VALVES/APPURTENANCES MUST BE RESTRAINED. TWO VALVES WILL BE REQUIRED WHERE THE EXISTING MAIN IS EXTENDED (IE: PUBLIC ROADWAY CROSSING).

* OR PRIOR APPROVED BY AUTHORITIES OF JURISDICTION.

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FIRE PROTECTION DETAILS
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