LAFOURCHE PARISH FIRE DISTRICT NO. 3

PROJECT MANUAL

FOR

WEST LAROSE FIRE STATION NO. 3 RESTORATION

HURRICANE IDA RECOVERY NUMBER: HIR-WL-03
FEMA DI NO. 1209211

DEVIN DEDON – FIRE CHEIF

LAFOURCHE PARISH FIRE DISTRICT NO. 3 BOARD MEMEBERS

REGGIE PITRE	CHAIRMEN
AARON MONTEZ	MEMBER
DEAN SAVOIE	MEMBER
MORRIS GUIDRY	MEMBER
TROY DUFRENE	MEMBER

LAFOURCHE PARISH FIRE DISTRICT 3
EST. 1959

STATE OF LOUISIANA
KEVAN D. KEISER
License No 37243
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING
8/4/22

Prepared By:

GLS ENGINEERING LLC

TYPE OF CONSTRUCTION
BUILDING CONSTRUCTION

ISSUED FOR BID

FRONT END DOCUMENTS TABLE OF CONTENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

1. Table of Contents.
2. Advertisement for Bids.
3. Instructions to Bidders.
4. List of Required Documents.
5. Louisiana Uniform Public Works Bid Form and Unit Price Form.
6. Bid Security/Bid Bond Form.
7. Resolution.
8. LPFD3 Non-Collusion Affidavit.
9. Louisiana Non-Collusion Affidavit (LRS 38:2224).
10. Verification of Employees Affidavit (LRS 38:2212.10).
11. Attestation Form – Past Criminal Conviction of Bidders (LRS 38:2227).
12. Certification Regarding Unpaid Worker's Compensation Insurance (LRS 23:1726(B)).
13. Owner-Contractor Agreement AIA Document A101-2017, amended by Owner, including its Federal Contract Clauses Exhibit A.
14. Payment and Performance Bond documents.
15. General Conditions of the Contract for Construction AIA Document A201-2017, amended by Owner.
16. Application for Payment documents.
17. Louisiana Dept. of Revenue Sales Tax Exemption Form.

Technical Specification Sections (to follow):

1. Division I: General Requirements
2. Division 1: General Requirements
    a. Section 01 71 13 – Mobilization and Demobilization
    b. Section 01 74 00 – Cleaning and Waste Management
3. Division 2: Existing Conditions
    a. Section 02 85 00 – Mold Remediation
        i. Moisture Assessment and Asbestos Survey Report
4. Division 7: Thermal and Moisture Protection
    a. Section 07 21 00 – Thermal Insulation
5. Division 8: Openings
    a. Section 08 36 13 – Sectional Doors
6. Division 9: Finishes
    a. Section 09 51 00 – Acoustical Ceilings
    b. Section 09 90 00 – Painting
7. Division 13: Special Construction
    a. Section 13 34 19 – Metal Building Systems

8. Division 26: Electrical
    a. Section 26 00 00 – Electrical Systems

END OF TABLE OF CONTENTS

SECTION A

AVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

Lafourche Parish Fire District 3 will receive sealed bids before **2:00 P.M., August 30, 2022** at the **LPFD3 Fire Central Headquarters, 17462 West Main St., Cut Off, Louisiana 70345** for the following Hurricane Ida Recovery Project:

West Larose Fire Station No. 3 Restoration HIR-WL-03

Complete Bid Documents prepared by GIS Engineering, LLC, 197 Elysian Drive, Houma, LA 70363 for this Project are available in electronic form. They may be obtained without charge and without deposit from www.csrsinc.com/LPFD3. Bid Documents may also be obtained from www.centralbidding.com for a nominal charge or subscription. Printed copies are not available from the Owner or Architect, but arrangements can be made to obtain printed Bid Documents through most reprographic firms. Bidders are responsible for any subscription, downloading, reproduction or mailing costs.

No Bid shall be considered or accepted unless the bid is accompanied by bid security in an amount not less than five percent (5%) of the Base Bid and all Additive Alternates. The bid security shall be in the form of certified check or cashier's check drawn on a bank insured by the FDIC, or on the Bid Bond Form contained in the Front End Documents written by a surety company licensed to do business in Louisiana with a A.M. Best rating of "A" or better, countersigned by a person who is under contract with the surety company or bond insurer as a licensed agent in this state and who is residing in this state.

Bids shall be accepted only from Contractors who are licensed under LS R.S. 37:2150- 2163 for the classification of **Building Construction**. No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of LA. R.S. 38:2214. Evidence of authority to submit the bid shall be required in accordance with LA. R.S. 38:2212 (B) (2), (5) and/or LA. R.S. 39:1594 (C) (4).

A Pre-Bid Conference will be conducted at **LPFD3 Fire Central Headquarters, 17462 West Main St., Cut Off, Louisiana 70345** on **August 16, 2022 at 2:00 P.M**. Attendance is non-mandatory.

Each bid must be placed in an envelope, sealed and marked on the outside:
"Bid Enclosed for West Larose Fire Station No. 3 Restoration, HIR-WL-03 to be opened at **2:00 P.M., August 30, 2022**. Refer to Instructions for Bidders for other requirements on outside of envelope.

Bid may also be submitted by electronic means via website www.centralbidding.com. Free registration is required in order to submit a bid via the Central Bidding website.

The Owner reserves the right to reject any and all bids for just cause as permitted by LA. R.S. 38:2214 (B). The ability of an entity to reject any bid is applicable only when administered in accordance with the Public Bid Law. In accordance with LA. R.S. 38:2212 (B) (1), the provisions and requirements of this section, and those stated in the Bidding Documents shall not be waived by any public entity.

Devin Dedon, Chief

Publish in The Daily Comet newspaper:
August 5, 2022, August 12, 2022 and August 19, 2022.

SECTION B

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINITIONS

1.1 The Bid documents include the following:

Advertisement for Bids.
Instructions to Bidders.
List of Required Documents.
Louisiana Uniform Public Works Bid Form and Unit Price Form.
Bid Security/Bid Bond Form.
Resolution.
Louisiana Non-Collusion Affidavit (LRS 38:2224).
Verification of Employees Affidavit (LRS 38:2212.10).
Attestation Form – Past Criminal Conviction of Bidders (LRS 38:2227).
Certification Regarding Unpaid Worker's Compensation Insurance (LRS 23:1726(B)).
Owner-Contractor Agreement AIA Document A101-2017, amended by Owner, including its Federal Contract Clauses Exhibit A.
Payment and Performance Bond.
General Conditions of the Contract for Construction AIA Document A201-2017, amended by Owner.
Louisiana Dept. of Revenue Sales Tax Exemption Form.
Specifications
Drawings
Addenda issued during bid period and acknowledged on the Bid Form

1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201-2017 as amended, or in other Contract Documents, are applicable to the Bid Documents.

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

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

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

1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or subtracted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bid Documents is

accepted.

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

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

1.9 Where the word "Architect" is used in any of the Documents, it shall refer to the Prime Designer of the project, a state-licensed Architect, Engineer or Landscape Architect.

ARTICLE 2 - BIDDER'S REPRESENTATION

2.1 Each Bidder by making his Bid represents that:

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

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

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

2.2 The Bidder must be fully qualified under any state or local licensing law for Contractors in effect at the time and at the location of the work before submitting his Bid. In the State of Louisiana, Revised Statute 37:2150 et. seq. will be considered, if applicable. Contractor shall be responsible for determining that all of his sub-bidders or prospective subcontractors are duly licensed in accordance with law.

2.3 The Bidder must not be debarred as determined by the Federal Government's Excluded Parties List, and it is the responsibility of the Contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal ID tax number, debarment, and state and local licensing requirements. The prime contractor may use the web site: https://www.sam.gov/SAM to determine if a subcontractor has been debarred at the federal level.

ARTICLE 3 - BID DOCUMENTS

3.1 Bid Documents.

Complete Bid Documents for this Project are available in electronic form. They may be obtained without charge and without deposit from www.csrsinc.com/LPFD3. Bid Documents may also be

obtained from www.centralbidding.com for a nominal charge or subscription. Printed copies are not available from the Owner or Architect, but arrangements can be made to obtain printed Bid Documents through most reprographic firms. Bidders are responsible for any subscription, downloading, reproduction or mailing costs.

3.1.1 Complete sets of Bid Documents shall be used in preparing Bids; neither the Owner nor the Architect assumes any responsibility for error of misinterpretation resulting from the use of incomplete sets of Bid Documents.

3.1.2 The Owner and Architect make the Bid Documents available to Bidders only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

3.2 Interpretation or Correction of Bid Documents

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

3.2.2 Bidders requiring clarification or interpretation of Bid Documents shall make a written request to the Architect to reach him at least seven (7) days prior to the date and time of receipt of bids.

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

3.3 Substitutions

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

3.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least seven (7) days prior to the date and time for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data, and other information necessary for evaluation. A statement setting forth any changes in any other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

3.4 Addenda.

3.4.1 Addenda will be posted on www.csrsinc.com/LPFD3 and www.centralbidding.com. Printed copies are not available from the Owner or Architect, but arrangements can be made to obtain printed Addenda through most reprographic firms. Bidders are responsible for any subscription, downloading, reproduction or mailing costs.

3.4.2 Bidders are responsible for obtaining Addenda online. Addenda will not be mailed or distributed by Architect or Owner.

3.4.3 Addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any legal holidays; however, if the necessity arises to issue an addendum modifying plans and specifications within the seventy-two (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended exactly one (1) week, without the requirement of re-advertising.

3.4.4 Each Bidder shall ascertain prior to submitting his Bid that he has received (via download) all Addenda issued, and he shall acknowledge their receipt on the Bid Form.

ARTICLE 4 - BIDDING PROCEDURES

4.1 Form and Style of Bids

4.1.1 Bids shall be submitted on the forms provided in the Bid Documents. Refer to **List of Required Documents** for other items required to be submitted with Bid.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

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

4.1.5 Bidders are cautioned to complete all Alternates should such be required in the Bid Form. Failure to submit alternate prices will render the Proposal informal and may

cause its rejection.

4.1.6 Bidder shall make no additional stipulation on the Bid Form nor qualify his Bid in any other manner.

4.1.7 The Bid shall include the legal name of Bidder and statement whether the Bidder is a sole proprietorship, partnership, corporation, or any other legal entity and his Bid shall be signed by the person or person legally authorized to bind the Bidder to a contract. Bid submitted by an agency shall have a current Power of Attorney attached certifying the agent's authority to bind Bidder.

4.1.8 On any Bid in excess of Fifty Thousand Dollars & no cents ($50,000.00), the Contractor shall certify that he is licensed under LA R.S. 37:2150-2163 and show his license number on the Bid above his signature or signature of his duly authorized representative.

4.2 Bid Security

4.2.1 No Bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the Base Bid and all additive Alternates. The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or on the Bid Bond contained in the Front End Documents written by a surety company licensed to do business in Louisiana and with a current A.M. Best rating of "A- VI" or better, countersigned by a person who is under contract with the surety company or bond insurer as a licensed agent/broker in this state and accompanied by appropriate Power of Attorney in Fact for the State of Louisiana.

4.2.2 Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Contract Documents, within ten (10) days after written notice that the instrument is ready for his signature.

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

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

4.3 Submission of Bid

4.3.1 Bids shall be sealed in an opaque envelope and will be received until the time specified

and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to the Lafourche Parish Fire District 3 at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by U.S. Mail or express delivery, shall disqualify the Bid.

4.3.2 The sealed bid envelope shall be marked on the outside with: "Bid Enclosed for West Larose Fire Station No. 3 Restoration, HIR-WL03" to be opened at **2:00 P.M., August 30, 2022**. The outside of the bid envelope shall include the name, address and Contractor's license number of the Bidder as required by LA. R.S. 37:2163.

4.3.3 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the same notation described at 4.3.2 on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, and addressed to: **LPFD3 Fire Central Headquarters, 17462 West Main St., Cut Off, Louisiana 70345**.

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

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

4.3.6 Oral, telephonic or telegraphic bids or modifications to bids are invalid and will not receive consideration. Owner will not consider notation written on outside of bid envelope which has the effect of amending the Bid.

4.3.7 Bid may also be submitted by electronic means via website www.centralbidding.com. Free registration is required in order to submit a bid via the Central Bidding website.

4.4 Modification or Withdrawal of Bid

4.4.1 A Bid may not be modified, withdrawn or cancelled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with Act Ill of 1983 which states, in part, "Bids containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Contractor, if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty-eight hours of the bid opening excluding Saturdays, Sundays and legal holidays."

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

to the time designated for receipt of bids.

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

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

ARTICLE 5 - CONSIDERATION OF BIDS

5.1 Opening of Bids

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

5.2 Rejection of Bids

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

5.3 Acceptance of Bid

5.3.1 Any bid shall include no more than three alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Determination of the low bidder shall be on the basis of the sum of the base bid and any alternates accepted. However, the Owner reserves the right to accept alternates in any order which does not affect determination of the low bidder, per LA. R.S. 38:2212 (J).

5.3.2 It is the intent of the Owner to award a contract to the lowest responsible bidder in accordance with the requirements of the Bid Documents, and if the bid does not exceed the funds available.

5.3.3 Due to the nature of potential Project funding sources, full funding may not be readily-available at the time the bids are received. As a result, pursuant to Louisiana Revised Statute 38:2215, the Owner is exempt from the requirement of acting to award the Contract or reject all bids within forty-five (45) calendar days of receipt of the bids. Pursuant to this Statute, the Owner specifically reserves the right to hold all bids for greater than forty-five (45) calendar days.

ARTICLE 6 - POST BID INFORMATION

6.1 Refer to **List of Required Documents** for other items required to be submitted by the apparent low bidder within ten (10) days after bid opening. Where forms are required, blank forms are included in the Bid Documents.

6.2 The apparent low Bidder has a maximum of ten (10) days from the bid opening to produce any required post bid submittals. If the apparent low Bidder does not submit the proper information or documentation as required by the Bid documents within the ten-day period, such Bidder shall be declared non-responsive, which will result in automatic disqualification of bid.

6.3 Proposed list of subcontractors, materials suppliers, and superintendents.

6.3.1 Within 24 hours after bids are opened, the Contractor identified as the apparent low bidder shall make the following submittals to the Architect: A tentative list of all subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to special design) proposed for principal portions of the work, as well as the proposed superintendent. Also provide a designation of the work to be performed by the Contractor with his own forces.

6.3.2 It is recognized that the acceptance or rejection of alternates contained in the bid proposal may ultimately determine the low bidder on the project. In the event a Contractor, other than the Contractor identified as the apparent low bidder at the bid opening, becomes the low bidder as a result of such selection of alternates, this contractor shall make the submittals required by this section within 24 hours after notification by the Owner.

6.3.3 The Contractor will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the section of the specifications pertaining to such proposed subcontractors' respective trades.

6.3.4 The Architect will notify the Contractor if the Owner, after due investigation, has reasonable and substantial objection to any person or organization on the Contractor's list of proposed subcontractors. If there are objections the Contractor shall submit alternative subcontractor(s) for their approval.

6.3.5 Subcontractors and other persons and organizations proposed by the Bidder and accepted by the owner and the Architect upon the awarding of a contract must be used on the work for which they were proposed and accepted and shall not be changed except upon the recommendation of the Architect and approved by the Owner in the form of a change order. Any changes on the tentative 24 hour list submitted by the

Contractor prior to the awarding of the contract must be requested in writing to the Architect with proper justification. Any change in the tentative list of subcontractors will require recommendation from the Architect to the Owner. The recommendation and approval of the Owner must be made in writing.

6.3.6 The lowest responsible bidder shall submit to the Architect and the Owner prior to award of the contract a letter from the manufacturer that the manufacturer will issue the roof system guarantee based on the specified roof system and include the name of the applicator acceptable to the manufacturer for installing the specified roof system. This manufacturer shall be one that has received prior approval or is named in the specifications.

6.4 Additional Submissions

6.4.1 A Schedule of Values segregating the entire Contract Sum into the divisions of the Specifications shall be provided to the Architect. No payments will be made to the Contractor until this is received.

6.4.2 A copy of applicable state, parish, or municipal licenses legally required for Contractor and subcontractors shall be provided to the Architect. No payments will be made to the Contractor until this is received.

6.4.3 Federal and state tax identification numbers on General Contractors and subcontractors shall be provided to the Architect. No payments will be made to the Contractor until this is received.

ARTICLE 7 - PERFORMANCE & PAYMENT BONDS

7.1 Bond Required

7.1.1 The Contractor shall furnish and pay for a Performance & Payment Bond written by a company licensed to do business in Louisiana, which shall be countersigned by a person who is contracted with the surety company or bond issuer or approved broker, and who is licensed as an insurance agent/broker of the company or issuer, and who is licensed as an insurance agent in this State, and who is residing in this State, in an amount equal to the 100% of the Contract amount. By issuing such Performance and Payment Bond, the surety acknowledges they are on the current U.S. Department of the Treasury Financial Management Service List of approved bonding companies, and complies with all other provisions of R.S. 38:2219.

7.2 Time of Delivery and Form of Bond

7.2.1 The Bidder shall deliver the required bond to the Owner simultaneous with the

execution of the contract.

7.2.2 Bond shall be in form identified in the Bid Documents.

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

ARTICLE 8 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

8.1 Form to be Used

8.1.1 Form of the contract to be used shall be as identified in the Bid Documents.

8.2 Award

8.2.1 In accordance with Louisiana Law, if the Contract is awarded to the Bidder, he shall at the time of the signing of the Contract or prior, execute the Non-Collusion Affidavit included in the Bid Documents, and shall execute the Byrd Anti-Lobbying Certification contained in Exhibit A to Owner-Contractor Agreement.

8.2.2 Before award of the contract, the successful Bidders shall furnish to the Owner a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the Bid to sign on behalf of the Contractor.

8.2.3 The Owner shall incur no obligation to the Contractor until the Owner-Contractor Agreement is fully-executed.

ARTICLE 9 - COMPLETION TIME & LIQUIDATED DAMAGES

9.1 The completion of the contract must be as stated below, subject to such extensions as may be granted under Paragraph 8.3, Delays and Extensions of Time: in the General Conditions and the Supplementary Conditions, or the Contractor will be subject to pay to the Owner Liquidated Damages in the amount of **Five Hundred Dollars ($500.00) per calendar day.** Time is of the essence in performance of this Contract and satisfactory completion of this Project.

9.2 Bidder acknowledges the Project shall be Substantially Complete in **60 calendar days** from receipt of written Notice to Proceed from Owner.

ARTICLE 10 - BUILDING MATERIAL EXCLUSIONS

10.1 All building materials shall be free of asbestos.

10.2 All plumbing materials shall be free of lead.

10.3 All paints shall be free of lead.

10.4 Contractors should use the least-hazardous materials. Material Safety Data Sheets (MSDS) shall be available as required by the Contract Documents.

ARTICLE 11 - PRE-BID CONFERENCE

11.1 A pre-bid conference shall be held at the project site at least ten (10) days before the date for receipt for bids. Refer to the Advertisement for Bids to determine if attendance at the pre-bid conference is mandatory and a pre-requisite for submitting a bid, or if attendance is non-mandatory. The Architect shall coordinate the setting of the date, time and place for the pre-bid conference. The purpose of the pre-bid conference is to familiarize Bidders with the requirements of the Project and the intent of the Contract Documents, and to receive comments and information from interested Bidders.

11.2 Any revision of the Bid Documents made as a result of the pre-bid conference shall not be valid unless included in an Addendum issued in accordance with Paragraph 3.4 of the Instructions to Bidders.

ARTICLE 12 - APPLICABILITY

12.1 Any article located in the Instructions to Bidders found to be in conflict with the General Conditions and/or Supplementary Conditions will take precedence over the latter of the two set of Articles.

ARTICLE 13 - FEDERALLY FUNDED PROJECTS

13.1 The Owner intends to pursue reimbursement of eligible Project costs from funding sources including Federal Emergency Management Agency (FEMA) Public Assistance Program, therefore compliance with applicable Federal Contract Clauses (attached as Exhibit A to Owner-Contractor Agreement) is required.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 The Contractor acknowledges that Owner's operations at any site may occur anytime 24 hours a day any day of the year and such Owner's operations cannot be interrupted, delayed or adversely-affected in any way during construction.

14.2 Owner is hereby recognized as a statutory employer of Contractor's employees, including but not limited to Contractor's direct employees, immediate employees, and statutory employees. This contract recognizes the existence of a statutory employer relationship between Lafourche Parish Fire District 3 and Contractor in accord with Act 315 of 1997.

14.3 The costs of any required construction, demolition or other permits from any authority having jurisdiction over the Project are to be included in the Base Bid.

ARTICLE 15 - SALES AND USE TAX EXEMPTION

15.1 In accordance with applicable rules adapted and promulgated by the Louisiana Department of Revenue, the Owner shall designate the contractor and all subcontractors as its agents for the purchase and lease of materials, supplies or equipment for the project. The Contractor and all subcontractors shall accept the agency designation. The designation and acceptance thereof shall be made on the form prescribed by the Louisiana Department of Revenue, a copy of which is included in the Bid Documents.

The agency relationship between the Owner and the contractor and all subcontractors shall relieve the Contractor and subcontractors (1) from paying any state or local sales or state or local use taxes on materials, supplies or equipment which is affixed to and/or made a part of the real estate of the project or work or which is permanently incorporated into the project or work and, (2) from paying any state or local use taxes on any materials, supplies or equipment which are leased and used exclusively for the project or work. Accordingly, in preparing their bids and computing costs the contractor and subcontractors shall not consider sales and or use taxes which would otherwise be due.

The Owner will furnish to the contractor and subcontractors its Certificate of Sales/Use Tax Exemption/Exclusion on the form prescribed by the Louisiana Department of Revenue. The contractor and subcontractors shall furnish a copy of such certificate to all vendors or suppliers of any of the materials, supplies or equipment described above. The Contractor and subcontractors shall make all purchases and leases on behalf of and as the agent of the Owner. Rules and regulations of the Louisiana Department of Revenue shall prevail over any conflicting provisions or specifications of the contract.

End of Instructions to Bidders

SECTION C

LIST OF REQUIRED DOCUMENTS

LIST OF REQUIRED DOCUMENTS

The following items are required to be submitted as part of the Contractor's Bid:

1. Louisiana Uniform Public Works Bid Form.
2. Louisiana Uniform Public works Bid Form – Unit Price Form (when applicable).
3. Bid Security check or Bid Bond Form (with Power of Attorney if applicable).
4. Evidence of Corporate Authority of the person signing the Bid, (per LRS 38:2212(5)).

The following items are required to be submitted by the Apparent Low Bidder to the Architect within ten (10) calendar days of the Bid:

1. Resolution.
2. LPFD 3 Non-Collusion Affidavit.
3. Louisiana Non-Collusion Affidavit (per LRS 38:2224).
4. Verification of Employees Affidavit (per LRS 38:2212.10).
5. Attestation Form – Past Criminal Conviction of Bidders (per LRS 38:2227).
6. Certification Regarding Unpaid Worker's Compensation Insurance (LRS 23:1726(B)).

END OF SECTION

SECTION D

BID FORM

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: **Lafourche Parish Fire District 3**
17462 W. Main St., Cut Off, LA 70345

BID FOR: Hurricane Ida Recovery Project:
West Larose Fire Station No. 3 Restoration
HIR-WL-03
161 West 25th Street, Larose, LA 70373

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: GIS Engineering, LLC, 197 Elysian Drive, Houma, LA 70363 and dated: August 2022.

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 *(Remove and Replace Exterior Lighting (Includes Moving of Electrical; Move as per Drawings and Replace with LED Light Fixture))* for the lump sum of:

_____ Dollars ($ _____)

Alternate No. 2 *(Repaint Sheet Metal on Fire Station (Including Trim))* 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:

NA Dollars ($ NA)

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.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: **Lafourche Parish Fire District 3**
17462 W. Main St., Cut Off, LA 70345

BID FOR: Hurricane Ida Recovery Project:
West Larose Fire Station No. 3 Restoration
HIR-WL-03
161 West 25th Street, Larose, LA 70373

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

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Mobilization and Demobilization			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
G-01	1	LS		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Remove and Upgrade 12' x 12' Sectional Door and Door Operator			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
FS-01	2	EA		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Remove and Replace Gutters			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
LS-01	37	LF		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Remove and Replace Fascia			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
LS-02	37	LF		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Replace Gutters			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
RS-01	37	LF		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Remove and Replace Downspouts			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
RS-02	30	LF		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Replace Fascia			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
RS-03	37	LF		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Remove and Replace 30 Amp Disconnect Box (Including Conduit, Wiring, and Service)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
RS-04	1	EA		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Remove and Upgrade Steel Siding (26 Gauge; includes wall insulation)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
BS-01	178	SF		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Remove and Replace Security Camera			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
BS-02	1	EA		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Remove and Replace Metal Roof (26 Gauge)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
ER-01	1,820	SF		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Remove and Replace Ridge Cap			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
ER-02	37	LF		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Remove and Dispose of Large Tree on Fire Station			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
ER-03	1	EA		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Remove and Replace Acoustical Ceiling Tile (1' x 1' Tile) (Meeting Area)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
I-01	60	SF		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Remove and Replace Acoustical Ceiling Tile (1' x 1' Tile) (Bathroom Area)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
I-02	40	SF		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Clean Floors Throughout Building			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
I-03	1,795	EA		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Mold Testing and Clean-Up			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
R-01	1	EA		

ALTERNATE NO. 1				
DESCRIPTION:	❑Base Bid or ☒ Alt.# _1_ Remove and Replace Exterior Lighting (Includes Moving of Electrical; Move as per Drawings and Replace with LED Light Fixture)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
ALT-01	1	EA		

ALTERNATE NO. 2				
DESCRIPTION:	❑Base Bid or ☒ Alt.# _2_ Repaint Sheet Metal on Fire Station (Including Trim)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
ALT-02	2,060	SF		

Wording for "DESCRIPTION" is to be provided by the Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

SECTION E

BID BOND

BID SECURITY

No Bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the Base Bid and all additive Alternates. The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or on AIA Document A310-2010 written by a surety company licensed to do business in Louisiana and with a current A.M. Best rating of "A- VI" or better, countersigned by a person who is under contract with the surety company or bond insurer as a licensed agent/broker in this state and accompanied by appropriate Power of Attorney in Fact for the State of Louisiana.

A sample of AIA Document A310-2010 follows, (2) pages.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
Lafourche Parish Fire District 3
17462 W. Main St., Cut Off, LA 70345

BOND AMOUNT: $

PROJECT:
(Name, location or address, and Project number, if any)
Hurricane Ida Recovery Project:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.
/

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:20:38 ET on 01/07/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1328698699)

Signed and sealed this day of ,

	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)*
	(Surety) *(Seal)*
(Witness)	*(Title)*

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:20:38 ET on 01/07/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1328698699)

SECTION F

RESOLUTION

RESOLUTION

PROJECT NAME: **West Larose Fire Station No. 3 Restoration**
HIR-WL-03

LOCATION: 161 West 25th Street
Larose, Louisiana 70373

BE IT RESOLVED that _____ ,

Officer / Owner of _____ ,

is hereby authorized to sign any Contract or document on behalf of:

Company Name: _____

_____
Name of Officer/Owner

_____
Title of Officer/Owner

_____
Signature

SWORN TO AND SUBSCRIBED before me this_____day of_____,
20____, in the State of Louisiana.

_____
Notary Public

My Commission Expires _____

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

SECTION G

LPFD3 NON-COLLUSION AFFIDAVIT

LPFD3 NON-COLLUSION AFFIDAVIT

PROJECT NAME: **West Larose Fire Station No. 3 Restoration**
HIR-WL-03

LOCATION: 161 West 25th Street
Larose, Louisiana 70373

Appearer does hereby attest that:

(1) Bidder is_____ of_____, the Bidder that has submitted the above referenced Bid:

(2) Bidder is fully informed respecting the preparations and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against the LAFOURCHE PARISH FIRE DISTRICT 3, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

_____ _____
NAME OF BIDDER **NAME OF AUTHORIZED SIGNATORY OF BIDDER**

_____ _____
DATE **TITLE OF AUTHORIZED SIGNATORY OF BIDDER**

_____
SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SWORN TO AND SUBSCRIBED before me this_____ day of_____, 20____, in the State of Louisiana.

_____
Notary Public

My Commission Expires _____

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

SECTION H

LOUISIANA NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

PROJECT NAME: **West Larose Fire Station No. 3 Restoration**
HIR-WL-03

LOCATION: 161 West 25th Street
Larose, Louisiana 70373

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that: In accordance with the requirements of **Louisiana Revised Statute 38:2224**:

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

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

_____ _____
NAME OF BIDDER **NAME OF AUTHORIZED SIGNATORY OF BIDDER**

_____ _____
DATE **TITLE OF AUTHORIZED SIGNATORY OF BIDDER**

_____
SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SWORN TO AND SUBSCRIBED before me this_____day of_____, 20____, in State of Louisiana.

_____
Notary Public

My Commission Expires _____

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

SECTION I

VERIFICATION OF EMPLOYEES AFFIDAVIT

VERIFICATION OF EMPLOYEES AFFIDAVIT -

PROJECT NAME: **West Larose Fire Station No. 3 Restoration**
HIR-WL-03

LOCATION: 161 West 25th Street
Larose, Louisiana 70373

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that: In accordance with the requirements of **Louisiana Revised Statute 38:2212.10**:

A. Appearer is registered and participates in a status verification system (E-Verify) to verify that all new employees in the State of Louisiana are legal citizens of the United States or are legal aliens.

B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system (E-Verify) to verify the legal status of all new employees in the state of Louisiana.

C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

_____ _____
NAME OF BIDDER **NAME OF AUTHORIZED SIGNATORY OF BIDDER**

_____ _____
DATE **TITLE OF AUTHORIZED SIGNATORY OF BIDDER**

_____
SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SWORN TO AND SUBSCRIBED before me this_____day of_____, 20____, in State of Louisiana.

_____
Notary Public

My Commission Expires _____

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

SECTION J

ATTESTATION – PAST CRIMINAL CONVICTIONS OF BIDDERS

ATTESTATION - PAST CRIMINAL CONVICTIONS OF BIDDERS

PROJECT NAME: **West Larose Fire Station No. 3 Restoration**
HIR-WL-03

LOCATION: 161 West 25th Street
Larose, Louisiana 70373

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that: In accordance with the requirements of **Louisiana Revised Statute 38:2227**:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
   (a) Public bribery (R.S. 14:118)
   (b) Corrupt influencing (R.S. 14:120)
   (c) Extortion (R.S. 14:66)
   (d) Money laundering (R.S. 14:23)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
   (a) Theft (R.S. 14:67)
   (b) Identity Theft (R.S. 14:67.16)
   (c) Theft of a business record (R.S.14:67.20)
   (d) False accounting (R.S. 14:70)
   (e) Issuing worthless checks (R.S. 14:71)
   (f) Bank fraud (R.S. 14:71.1)
   (g) Forgery (R.S. 14:72)
   (h) Contractors; misapplication of payments (R.S. 14:202)
   (i) Malfeasance in office (R.S. 14:134)

_____ _____
NAME OF BIDDER **NAME OF AUTHORIZED SIGNATORY OF BIDDER**

_____ _____
DATE **TITLE OF AUTHORIZED SIGNATORY OF BIDDER**

_____
SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

SECTION K

CERTIFICATION REGARDING UNPAID WORKER'S COMPENSATION INSURANCE

CERTIFICATION REGARDING UNPAID WORKER'S COMPENSATION INSURANCE

PROJECT NAME: **West Larose Fire Station No. 3 Restoration**
HIR-WL-03

LOCATION: 161 West 25th Street
Larose, Louisiana 70373

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby certify that: In accordance with the requirements of **Louisiana Revised Statute 23:1726(B)**:

A. L.R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. By signing below, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

_____ _____
NAME OF BIDDER **NAME OF AUTHORIZED SIGNATORY OF BIDDER**

_____ _____
DATE **TITLE OF AUTHORIZED SIGNATORY OF BIDDER**

_____
SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

SECTION L
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the day of in the year Twenty-twenty-two

BETWEEN the Owner:

Lafourche Parish Fire District 3
17462 W. Main St., Cut Off, LA 70345
(985) 632-8068

and the Contractor:

TBD

for the following Project:

Hurricane Ida Recovery Project:

The Architect:

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:59:52 ET on 01/11/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1400195405)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be a date set forth in a written notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire

(Paragraphs deleted)

Work not later than ( ) calendar days from the date of commencement of the Work.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:59:52 ET on 01/11/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1400195405)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph deleted)

Item	Price	Conditions for Acceptance

§ 4.3

(Paragraphs deleted)

Not Used.

§ 4.4 Unit prices, if any:

(Paragraph deleted)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:

(Paragraph deleted)

§ 4.6 Other:

(Paragraph deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the twenty-fifth day of the preceeding month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall endeavor to make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be endeavored to be made by the Owner not later than forty-five (45) days after the Architect certifies the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:59:52 ET on 01/11/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1400195405)

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Projects with Contract price up to $500,000.00 – 10% of the Contract price;
Projects with Contract price of $500,000.00, or more – 5% of the Contract price.

§ 5.1.7.1.1 The following items are not subject to retainage:

None.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

None.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Paragraph deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:59:52 ET on 01/11/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1400195405)

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3
(Paragraphs deleted)
Not Used.

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(Paragraph deleted)

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be
(Paragraphs deleted)
litigation in the Seventeenth Judicial Court in and for the Parish of Lafourche, State of Louisiana shall have sole jurisdiction and venue in any action brought under this contract.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1
(Paragraphs deleted)
Not Used.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

CSRS Disaster Recovery Management, LLC
8555 United Plaza Blvd.
Baton Rouge, LA 70809
(225) 769-0546

§ 8.3 The Contractor's representative:
(Paragraph deleted)

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:59:52 ET on 01/11/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1400195405)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A201™–2017, General Conditions of the Contract for Construction amended by Owner, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201™–2017, General Conditions of the Contract for Construction amended by Owner, and elsewhere in the Contract Documents.

§ 8.6

(Paragraphs deleted)

Not Used.

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, amended by Owner.

.2 Not Used.

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, amended by Owner.

.4

(Paragraphs deleted)

Not Used.

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Paragraphs deleted)

Exhibit A: Federal Contract Clauses (8 pages).

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:59:52 ET on 01/11/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1400195405)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Devin Dedon, Chief	
(Printed name and title)	*(Printed name and title)*

Init.

/

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:59:52 ET on 01/11/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1400195405)

Exhibit A to A101 Owner-Contractor Agreement
Federal Contract Clauses

Owner (Lafourche Parish Fire District 3) intends to pursue reimbursement of eligible Project costsfrom the Federal Emergency Management Agency (FEMA), therefore this Agreement is subject to compliance by Contractor with all applicable federal contract clauses, including but not limited to, the following:

1. Remedies

The parties agree that the Owner reserves all rights and privileges under applicable laws and regulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs and litigation expenses, as applicable.

2. Termination for Cause and Convenience

The parties agree that the Owner reserves the right to terminate the contract immediately, with written notice to the Contractor, in the event of a breach or default of the Contractor, including but not limited to situations in which the Contractor fails, after a reasonable opportunity to cure, to: (1) meet schedules, deadlines, and / or delivery dates within the time specified in the procurement solicitation, contract, and / or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and / or the procurement solicitations. The Owner also reserves the right to terminate the contract immediately, with written notice to the Contractor, for convenience, if the Owner believes that it is in the best interest of the Owner to do so. In the event of a termination for convenience of the Owner, the Contractor will be compensated only for work performed and goods provided by the Owner as of the termination date. The amount of compensation due the Contractor in the event of a termination for the convenience of the Owner shall be a reasonable amount, using as a guide factors such as the percentage of work or services performed by the Contractor and accepted by the Owner as of the date of termination, the contract price and any unit prices specified in the contract, as applicable.

3. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Owner encourages participation from small, minority-owned, women-owned, and labor surplus area business. Incorporation of these types of firms into the project team is encouraged. Additionally, prime contracts are required, if subcontracts are to be let, to take the following affirmative steps 1 through 5 of this section.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

4. Contract Work Hours and Safety Standards Act

a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)of this section.

c. *Withholding for unpaid wages and liquidated damages*. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

5. Clean Water Act & Federal Water Pollution Control Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the

use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C 1251 et seq.

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Energy Efficiency

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

8. Suspension and Debarment

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into to the extent set forth elsewhere in this contract. This certification is a material representation of fact relied upon by Owner. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

9. Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

10. Record Retention, Record Ownership, & Access to Records

The Contractor shall maintain all records in relation to this Agreement for a period of at least five (5) years after final payment.

All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Owner and shall, upon request, be returned by Contractor to Owner, at Contractor's expense, at termination or expiration of this contract. Contractor agrees to allow the Owner access to Contractor's records.

11. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. Equal Employment Opportunity

Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, and the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these

statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

Pursuant to 2 C.F.R. Part 200, Appendix II, C, the contract must include *all* clauses from 41 C.F.R. § 60-1.4(b). These are:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24,1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

13. Procurement of Recovered Materials

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the contract performance schedule;

b. Meeting contract performance requirements; or

c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

14. Access to Records

The following access to records requirements apply to this contract:

a. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and

records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

d. In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

15. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

17. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

18. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

19. Byrd Anti-Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Sample certification is attached on following page.

BYRD ANTI-LOBBYING CERTIFICATION
RE: H I R PROJECT NAME / NUMBER: _____

Byrd Anti-Lobbying Certification
for Contracts, Grants, Loans, and Cooperative Agreements
(To be executed with Agreement if Contract Sum exceeds $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Representative

_____
Name and Title of Contractor's Authorized Representative

_____
Date

SECTION M

PERFORMANCE AND PAYMENT BOND DOCUMENTS

PAYMENT and PERFORMANCE BOND DOCUMENTS

The following documents are to be used for Contractor's Payment and Performance Bond:

Samples not included.

Payment Bond:

AIA Document A312®–2010, Payment Bond.

and:

Performance Bond:

AIA Document A312®–2010, Performance Bond.

Both prepared in accordance with their published Instructions.

Refer to Instructions for Bidders for surety countersigning requirements.

END OF SECTION

SECTION N

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Lafourche Parish Fire District 3 Hurricane Ida Recovery
AIA Document A201™–2017, General Conditions of the Contract for Construction, amended by Owner, issue 220214.

THE OWNER:
(Name, legal status and address)

Lafourche Parish Fire District 3
17462 W. Main St., Cut Off, LA 70345
(985) 632-8068

THE ARCHITECT:
(Name, legal status and address)

Refer to the Advertisement for Bids issued for the individual HIR-Project for name and address of Architect

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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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

Init.
/

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

INDEX
(Topics and numbers in bold are Section headings.)
NOTE: This Document has been amended by Owner without revision to references listed in this Index.

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, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
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
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 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, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 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, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
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, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 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, 4.2, 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, 12, 13.3.2, 13.4, 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
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, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 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
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

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, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 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, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
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, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
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, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 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, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 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, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 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, 3.11, 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, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **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
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 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, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 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, 4.2, 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, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 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, 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
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 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
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, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
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, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 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, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 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, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 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, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
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, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 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
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 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
Emergencies
10.4, 14.1.1.2, **15.1.5**
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, 11.3, 14.1, 14.2.1.1

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 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, 7.3.4, 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, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 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**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 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
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, 13.4
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, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 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, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 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, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

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, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 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, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 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, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
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
2.5, 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
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 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, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
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, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

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, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 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, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 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, **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, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
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, 9.9.2, 9.4.2, 9.10.1, 13.4
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, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 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, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
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, 15.1.2

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 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, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and 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, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 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, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
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, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 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
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
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, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor.

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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 Contractor, Subcontractors, Sub-subcontractors, and 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 the Project is not to be construed as publication.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraphs deleted)

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 If requested, 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

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 Program Manager

The Owner assigns **CSRS Disaster Recovery Management, LLC**, 8555 United Plaza Blvd., Baton Rouge, LA 70809 as Program Manager and Owner's authorized representative.

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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.

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 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.

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.4 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.

§ 2.5 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 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

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 its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, 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 2.3.4, 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 submit 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, subject to Section 15.1.7, 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

§ 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 Not Used.

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

§ 3.5 Warranty

§ 3.5.1 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.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.6.

§ 3.6 Taxes

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

§ 3.7 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

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 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. Contractor acknowledges that Work on this Project involves storm-damage repair to damaged portions of existing buildings and exact existing conditions may not be fully captured and identified in the Contract Documents.

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

§ 3.8 Allowances

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

(Paragraphs deleted)

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Superintendent, or a qualified designee, shall be available at all times should the Owner require Contractor's presence on the Project site (for emergencies and similar situations). The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice 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 and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised and submitted for review and approval at appropriate intervals as required by the conditions of the Work and Project. For projects with a contract sum greater than $1,000,000.00, the Contractor shall include with the schedule, for the Owner's and Architect's information, a network analysis to identify those tasks which are on the critical path, i.e., where any delay in the completion of these tasks will lengthen the project timescale, unless action is taken. A revised schedule shall be submitted for review and approval by Architect with each Application and Certificate for Payment. No payment shall be made until this schedule is approved by Architect.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved 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 accordance with the most recent schedules approved by the Owner and Architect. If the Work is not on schedule, as determined by the Architect, and the Contractor fails to take action to bring the Work on schedule, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. Such default may be considered grounds for termination by the Owner for cause in accordance with Section 14.2.

§ 3.10.4 Submittal by the contractor of a schedule or other documentation showing a completion date for his Work prior to the completion date stated in the contract shall not impose any obligation or responsibility on the Owner or Architect for the earlier completion date.

§ 3.10.5 In the event the Owner employs a commissioning consultant, the Contractor shall cooperate fully in the commissioning process and shall require all subcontractors and others under his control to cooperate. The purpose of such services shall be to ensure that all systems perform correctly and interactively according to the provisions of the Contract Documents.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. This requirement is of the essence of the contract. The Architect shall determine the value of these documents and this amount shall not be approved for payment to the Contractor until all of the listed documents are delivered to the Architect in good order, completely marked with field changes and otherwise complete in all aspects.

§ 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 how 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

§ 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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 notice, the Architect's approval of a resubmission shall not apply to such revisions.

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

§ 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 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, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor acknowledges that Owner's operations at any site may occur anytime 24 hours a day any day of the year and such Owner's operations cannot be interrupted, delayed or adversely-affected in any way during construction. Contractor shall immediately honor any requests from Owner or Architect to temporarily interrupt Work for any reason at no additional expense to Owner. Contractor shall not interfere in any way with routine Owner operations when working on occupied sites, including obstruction of parking lots, drives and roads required for vehicle access and egress. Contractor and any entity for which Contractor is responsible shall not erect or post any sign on the Project site without the prior written consent of Owner.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

§ 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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 and 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 the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

§ 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.

§ 4.2 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 end of Warranty Phase. 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 and to keep the Owner informed about the progress and quality of the portion of the Work completed to endeavor to guard the Owner against defects and deficiencies in the Work, 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.

§ 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor may communicate directly with each other, when deemed necessary by the Owner, and the Owner will notify the Architect of any decision. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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 13.4.2 and 13.4.3, whether or not the 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, 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 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order 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. The Architect will monitor Change Order activity and advise Contractor to record Change Orders whenever required by La. R.S. 38:2192.

§ 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives. There shall be no restriction on the Owner having a Representative.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them. 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 the 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

§ 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. The Contractor shall be solely responsible for selection and performance of all subcontractors. The Contractor shall not be entitled to claims for additional time and/or an increase in the contract sum due to a problem with performance or nonperformance of a subcontractor.

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

(Paragraph deleted)

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 that the Contractor, by these Contract Documents, assumes toward the Owner and Architect Contractor shall include all sub-contractors as insureds under its insurance policies OR shall be responsible for verifying and maintaining the Insurance Certificates provided by each sub-tenant and each sub-contractor's compliance with the insurance requirements stated herein. Sub-contractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of sub-contractor's Certificates of Insurance and endorsements at any time Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Not Used.

(Paragraphs deleted)

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 or with Separate Contractors, the Owner or its Separate Contractors

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

shall have the same obligations and rights that the Contractor has 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor 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. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 As part of the pre-construction conference submittals, the Contractor shall submit the following prior to the Contractor's initial request for payment:

§ 7.1.4.1 Fixed job site overhead cost itemized with documentation to support daily rates.

§ 7.1.4.2 Bond Premium Rate with supporting information from the General Contractor's carrier.

§ 7.1.4.3 Labor Burden by trade for both Subcontractors and General Contractor. The Labor Burden shall be supported by the Worker's Compensation and Employer's Liability Insurance Policy Information Page. Provide for all trades.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

§ 7.1.4.4 Internal Rate Charges for all significant company owned equipment.

§ 7.1.5 If the General Contractor fails to submit the aforementioned documentation as part of the pre-construction submittals, then pay applications shall not be processed until such time as the Owner receives this information.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, the Architect, and the Contractor issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum and/or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any reservation of rights, stipulation, or other modification made on the change order by the contractor shall have no effect.

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

§ 7.2.2.1 Actual wages paid directly to labor personnel, with a labor burden markup exclusively limited to applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes for those labor personnel performing the Work. Wages shall be the basic hourly labor rate paid an employee exclusive of fringe benefits or other employee costs. The labor burden percentage for the "Cost of the Work" is limited to categories listed herein. Employer-provided health insurance, fringe benefits, employee training (whether a requirement of employment or not), vacation pay, etc., are examples of ineligible labor burden costs which ***shall not*** be included, as these costs are already compensated by the Overhead and Profit markup. Supervision shall not be included as a line item in the "Cost of the Work", except when the change results in a documented delay in the critical path, as described in Section 7.2.7.

§ 7.2.2.2 Cost of all materials and supplies necessary and required to perform the Work, identifying each item and its individual cost, including taxes. Incidental consumables are not eligible costs and shall not be included.

§ 7.2.2.3 Cost of each necessary piece of machinery and equipment required to perform the Work, identifying each item and its individual cost, including taxes. Incidental small tools of a specific trade (i.e., shovels, saws, hammers, air compressors, etc.,) and general use vehicles, such as pickup trucks even for moving items around the site, fuel for these general use vehicles, travel, lodging, and/or meals are not eligible and shall not be included.

§ 7.2.2.4 Eligible Insurance costs shall be limited to documented increases in "Builder's Risk" insurance premium / costs only. Commercial General Liability, Automobile Liability, and all other required insurances, where referenced in the Contract shall be considered part of normal overhead. These costs are already compensated by the Overhead and Profit markup.

§ 7.2.2.5 Cost for the General Contractor Performance and Payment Bond premium, where the documented cost of the premiums have been increased due to the Change Order.

§ 7.2.3 Overhead and Profit - The Contractor and Subcontractor shall be due home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 16% of the direct cost of any portion of Work. The credit to the Owner resulting from a change in the Work shall be the sum of those items above, including overhead and profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit shall be computed for credits to the Owner and extras to the Contractor. The Owner shall receive full credit for the computed overhead and profit on credit change order items.

§ 7.2.4 The cost to the Owner resulting from a change in the Work shall be the sum of: Cost of the Work (as defined at Section 7.2.2) and Overhead and Profit (as defined at Section 7.2.3), and shall be computed as follows:

§ 7.2.4.1 When all of the Work is General Contractor Work; 8% markup on the Cost of the Work.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

§ 7.2.4.2 When the Work is all Subcontract Work; 8% markup on the Cost of the Work for Subcontractor's Overhead and Profit, plus 8% markup on the Cost of the Work, not including the Subcontractor's Overhead and Profit markup, for General Contractor's Overhead and Profit.

§ 7.2.4.3 When the Work is a combination of General Contractor Work and Subcontract Work; that portion of the direct cost that is General Contract Work shall be computed per Section 7.2.4.1 and that portion of the direct cost that is Subcontract Work shall be computed per Section 7.2.4.2. Premiums for the General Contractor's bond may be included, but after the markup is added to the Cost of the Work. Premiums for the Subcontractor's Bond shall not be included.

§ 7.2.4.4 Subcontract cost shall consist of the items in Section 7.2.2 above plus Overhead and Profit as defined in Section 7.2.3.

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

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

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

For any item submitted under this Section to determine adjustments to Contract Sum, the Contractor shall keep and present copies of actual paid invoices, and/or other such documentation as Owner or Architect may require, that:

a) substantiates claimed quantities actually purchased;
b) substantiates claimed unit costs actually paid;
c) substantiates claimed costs actually paid for equipment usage.

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

§ 7.2.7 Extended fixed job-site costs are indirect costs that are necessary to support the work in the field. Examples of fixed job-site costs are field office rental, salaries of field office staff, field office utilities, and telephone.

(Paragraph deleted)
Extended fixed job-site costs or equitable adjustment may be included in a Change Order due to a delay in the critical path, with the exception of weather-related delays. In the event of a delay in the critical path, the Contractor shall submit all changes or adjustments to the Contract Time **within twenty-one (21) days** of the event giving rise to the delay. The Contractor shall submit documentation and justification for the adjustment by performing a critical path analysis of its most recent schedule in use prior to the change, which shows an extension in critical path activities. The Contractor shall notify the Architect in writing that the Contractor is making a claim for extended fixed job-site overhead as required by Section 15.1.2. The Contractor shall provide proof that the Contractor is unable to mitigate financial damages through Alternate Work within this Contract or replacement work. "Replacement Work" is that work which the Contractor is obligated to perform under any construction contract separate from this Contract. Reasonable proof shall be required by the Architect that the delays affected the Completion Date.

§ 7.2.8 "Cost of the Work" whether General Contractor cost or Subcontractor cost shall not apply to the following:

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

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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

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

§ 7.2.8.4 Cost of supervision refer to section 7.2.2.1, with exception as provided in Section 7.2.7.

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

§ 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, but not to exceed a specified amount:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

.5 For any item submitted under this Section to determine adjustments to Contract Sum, the Contractor shall keep and present copies of actual paid invoices, and/or other such documentation as Owner or Architect may require, that:

a) substantiates claimed quantities actually purchased;
b) substantiates claimed unit costs actually paid;
c) substantiates claimed costs actually paid for equipment usage.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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 7.3.4 shall be limited to the following:

.1 Costs of labor, including social security, old age and employment insurance, applicable payroll taxes, 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, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 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,

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 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.

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

§ 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 may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

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

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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

§ 8.2.2 Not Used.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending litigation; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may recommend, subject to Owner's approval of Change Order. If the claim is not made within the limits of Article 15, all rights for future claims for that month are waived.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 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.

(Paragraph deleted)

§ 9.2 Schedule of Values

At the Pre-Construction Conference, the Contractor shall submit to the Owner and the Architect a Schedule of Values prepared as follows:

§ 9.2.1 The Schedule of Values Format shall be as defined in the Contract Documents and acceptable to Architect and Owner. If applicable, the cost of Work for each section listed under each division, shall be given. The cost for each section shall include Labor, Materials, Overhead and Profit.

§ 9.2.2 The Total of all items shall equal the Total Contract Sum. This schedule, when approved by the Architect, shall be used as a basis for the Contractor's Applications for Payment and it may be used for determining the cost of the Work in deductive change orders, when a specific item of Work listed on the Schedule of Values is to be removed. Once the Schedule of Values is submitted at the Pre-Construction Conference, the schedule shall not be modified without approval from the Owner and Architect.

§ 9.3 Applications for Payment

§ 9.3.1 Monthly, the Contractor shall submit to the Architect the Application and Certification for Payment form, supported by any additional data substantiating the Contractor's right to payment as the Owner or the Architect may require. Application for Payment shall be submitted on or about the first of each month for the value of labor and materials incorporated into the Work and of materials, suitably stored, at the site as of the twenty-fifth day of the preceding month, less normal retainage as follows, per La R.S. 38:2248:

§ 9.3.1.1 Projects with Contract price up to $500,000.00 – 10% of the Contract price.

§ 9.3.1.2 Projects with Contract price of $500,000.00, or more – 5% of the Contract price.

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

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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

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

§ 9.3.3 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, suppliers, or other persons or entities that 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 (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

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

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers 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** failure to carry out the Work in accordance with the Contract Documents.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

(Paragraph deleted)

§ 9.6 Progress Payments

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

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

§ 9.6.3 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 Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law. Pursuant to La. R.S. 38:2242 and La. R.S. 38:2242.2, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct 125% of such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the recorder of mortgages of the parish where the Work has been done. When the Owner receives original proof of such guarantee from the recorder of mortgages, the claim deduction will be added back to the Contract Sum

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 The Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

(Paragraphs deleted)

§ 9.8 Substantial Completion

(Paragraph deleted)

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

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

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

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

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

§ 9.8.5 When the preparation of the punch list is complete the Architect shall prepare a Recommendation of Acceptance incorporating the punch list and submit it to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of Building Contract which shall establish the Date of Substantial Completion. The Contractor shall record the Notice of Acceptance with the Clerk of Court in the Parish in which the Work has been performed. If the Notice of Acceptance has not been recorded seven (7) days after issuance, the Owner may record the Acceptance at the Contractor's expense. All additive change orders must be processed before issuance of the Recommendation of Acceptance. The Owner shall not be responsible for payment for any Work associated with change orders that is not incorporated into the contract at the time of the Recommendation of Acceptance.

§ 9.8.6 Warranties required by the Contract Documents shall commence on the date of Acceptance of the Work unless otherwise agreed to in writing by the Owner and Contractor. Unless otherwise agreed to in writing by the Owner and Contractor, security, maintenance, heat, utilities, damage to the Work not covered by the punch list and insurance shall become the Owner's responsibility on the Date of Substantial Completion.

§ 9.8.7 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Architect or Owner, the Owner may, at his option, contract to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts. If the surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the surety

§ 9.9 Partial Occupancy or Use

§ 9.9.1 Partial Occupancy is that stage in the progress of the Work when a designated portion of the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the designated

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

portion of the Work for its intended use. The Owner may occupy or use any substantially completed portion of the Work so designated by separate agreement with the Contractor and authorized by public authorities having jurisdiction over the Work. Such occupancy or use may commence provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent to occupy must be obtained in writing from Contractor's and/or Owner's insurer (whichever is deemed by Owner as the appropriate insurer), and the appropriate insurances must be confirmed in writing. When the Contractor considers the designated 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.

§ 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 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. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with 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, (3) a written statement that the Contractor knows of no 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, 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, corrected, 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 the 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 not constitute a waiver of Claims by the Owner for the following:

- **.1** 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 irrespective of when such failure is discovered;

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

.3 Terms of special warranties required by the Contract Documents; or
.4 Audits performed by the Owner, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

§ 10.2.3 The Contractor shall implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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, notice of the 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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) or lead, encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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. The Contract Time shall be extended appropriately.

§ 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 hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

NOTE: The following Article 11 contemplates Owner using an amended AIA A101 Owner-Contractor Agreement not including that document's Exhibit A.

§ 11.1 Contractor's Liability Insurance

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

(Paragraphs deleted)

§ 11.2 Minimum Scope and Limits of Insurance

§ 11.2.1 Worker's Compensation

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

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

§ 11.2.2 Commercial General Liability.

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on the project value. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable. The aggregate loss limit must apply to each project. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The Owner's Project number and Project name shall be included on this endorsement.

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

Type of Construction	**Projects up to $1,000,000**	**Projects over $1,000,000 up to $10,000,000**	**Projects over $10,000,000**
New Buildings:			
Each Occurrence Minimum Limit	$1,000,000	$2,000,000	$4,000,000
Per Project Aggregate	$2,000,000	$4,000,000	$8,000,000
Renovations:	**The building(s) value for the Project is $_____.**		
Each Occurrence Minimum Limit	$1,000,000**	$2,000,000**	$4,000,000**
Per Project Aggregate	2 times per occur limit**	2 times per occur limit**	2 times per occur limit**

**While the minimum Combined Single Limit of $1,000,000 is required for any renovation, the limit is calculated by taking 10% of the building value and rounding it to the nearest $1,000,000 to get the insurance limit. Example: Renovation on a $33,000,000 building would have a calculated $3,000,000 combined single limit of coverage (33,000,000 times .10 = 3,300,000 and then rounding down to $3,000,000). If the calculated limit is less than the minimum limit listed in the above chart, then the amount needed is the minimum listed in the chart. Maximum per occurrence limit required is $10,000,000 regardless of building value. The per project aggregate limit is then calculated as twice the per occurrence limit.

§ 11.2.3 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

§ 11.2.4 Excess Umbrella

Excess Umbrella Insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

§ 11.2.5 Builder's Risk

§ 11.2.5.1 Builder's Risk Insurance shall be in an amount equal to the amount of the construction contract including any amendments and shall be upon the entire Work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, earthquake, collapse, flood, convective storms, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.

§ 11.2.5.2 Flood coverage shall be provided by the Contractor on the first floor and below for all projects, except as otherwise noted. The builder's risk insurance policy, sub-limit for flood coverage shall not be less than ten percent (10%) of the total contract cost per occurrence. If flood is purchased as a separate policy, the limit shall be ten percent (10%) of the total contract cost per occurrence (with a max of $500,000 if NFIP). Coverage for roofing projects shall **not** require flood coverage.

§ 11.2.5.3 A Specialty Contractor may provide an installation floater in lieu of a Builder's Risk policy, with the similar coverage as the Builder's Risk policy, upon the system to be installed in an amount equal to the amount of the contract including any amendments. Flood coverage is not required.

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

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

§ 11.2.7 Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and accepted by the Owner. The Contractor shall be responsible for all deductibles and self-insured retentions.

§ 11.3 Other Insurance Provisions
§ 11.3.1 The policies are to contain, or be endorsed to contain, the following provisions:

§ 11.3.1.1 Worker's Compensation and Employers Liability Coverage

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

§ 11.3.1.2 Commercial General Liability Coverage

§ 11.3.1.2.1 The Owner, its officers, agents, employees and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used.

§ 11.3.1.2.2 The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers for any and all losses that occur under the contract. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance.

§ 11.3.1.3 Builder's Risk
The policy must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy, which may also be covered by the Owner, Contractor and its insurer agree to follow the following procedure to establish coverage and/or the amount of loss:

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, the Contractor's insurer and either Owner or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers shall select a competent and impartial umpire. The appraisers shall then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company agrees that the decision of the appraisers and the umpire if involved shall be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

§ 11.3.1.4 All Coverages

§ 11.3.1.4.1 All policies must be endorsed to require Notice of Cancellation in accordance with Policy Provisions. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Owner of policy cancellations or reductions in limits.

§ 11.3.1.4.2 Neither the acceptance of the completed Work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

§ 11.3.1.4.4 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

§ 11.3.2 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a current A.M. Best's rating of **A- VI or higher**. This rating requirement may be waived for Worker's compensation coverage only. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance within 30 days.

§ 11.3.3 Verification of Coverage

Contractor shall furnish the Owner with certificates of insurance, evidencing required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner including renewal evidence prior to expiration. Failure to provide and maintain the required insurance coverage throughout the term of the Agreement shall be a material breach of the Agreement, and shall entitle Owner to all remedies provided for in the Agreement, any Amendment(s) thereto, or by operation of law. The Certificate Holder must be listed as follows:

Lafourche Parish Fire District 3
17642 W. Main St.
Cut Off, LA 70345
Attn: HIR Project No. XXXX (obtain Owner's Project Number from Architect).

Owner's Program Manager is to be included as an additional-insured, listed as follows:

CSRS Disaster Recovery Management, LLC
8555 United Plaza Blvd.
Baton Rouge, LA 70809

The Owner reserves the right to request complete certified copies of all required insurance policies at any time.

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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

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

(Paragraphs deleted)

§ 11.3.4 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's certificates at any time. If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

§ 11.3.5 Worker's Compensation Indemnity

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

§ 11.3.6 Indemnification/Hold Harmless Agreement

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

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The Owner may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling and expenses of all claims.

§ 11.4 Performance 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.

§ 11.4.3 Recordation of Contract and Bond [La R.S. 38:2241 thru 38:2241.1]

The Contractor shall record within thirty (30) days the executed Contract Between Owner and Contractor and Performance and Payment Bond with the Lafourche Parish Clerk of Court and promptly deliver documentation of such recordation to Owner.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

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

§ 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, 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.

§ 13.2 Successors and Assigns

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

(Paragraph deleted)

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

§ 13.3.3 The Seventeeth Judicial Court in and for the Parish of Lafourche, State of Louisiana shall have sole jurisdiction and venue in any action brought under this contract.

§ 13.4 Tests and Inspections

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

§ 13.4.2 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 13.4.1, 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 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 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.

§ 13.4.5 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.

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

(Paragraphs deleted)

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit for Work completed prior to stoppage.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' 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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.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.

.5 **failure to complete the punch list within the lien period as provided in 9.8.7.**

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Termination by the Owner shall not suspend assessment of liquidated damages against the Surety.

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

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

§ 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 under 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 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 Owner shall pay the Contractor for Work properly 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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

§ 15.1.2 Time Limits on Claims (See La R.S. 38:2189, and 38:2189.1).

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by 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 under this Section 15.1.3.1 shall 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. A Reservation of Rights and similar stipulations shall not be recognized under this contract as having any effect. A party must make a claim as defined herein within the time limits provided.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Architect's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with his/her decision.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

(Paragraph deleted)

§ 15.1.6.2.If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum. At the end of each month, the Contractor shall make one Claim for any adverse weather days occurring within the month. The Claim must be accompanied by sufficient documentation evidencing the adverse days and the impact on construction. Failure to make such Claim within **twenty-one (21) days** from the last day of the month shall prohibit any future claims for adverse days for that month. No additional adverse weather days shall be granted after the original or extended contract completion date, except those adverse weather days associated with a National Weather Service named storm or federally declared weather related disaster directly affecting the project site

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

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

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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

Note: Contract is on a calendar day basis.

§ 15.1.7 Waiver of 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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect shall always serve as the Initial Decision Maker. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to litigation of any Claim arising prior to the date final payment is due. Unless 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 the 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. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties except that the Owner may reject the decision or suggest a compromise, or both.

§ 15.2.6 Not Used.

(Paragraph deleted)

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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

§ 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:26:38 ET on 02/14/2022 under Order No.7652469075 which expires on 06/29/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1366651971)

SECTION O

APPLICATION FOR PAYMENT DOCUMENTS

APPLICATION FOR PAYMENT DOCUMENTS

The following documents are to be used for Contractor's Applications for Payment:

Samples not included.

Application for Payment:

AIA Document G702®–1992, Application and Certificate for Payment.

With:

Continuation Sheet:

AIA Document G703®–1992, Continuation Sheet.

Both prepared in accordance with their published Instructions.

Maintain strict segregation of individual Damaged Sites in Schedule of Values.

END OF SECTION

SECTION P

SALES TAX EXEMPTION FORM

R-1020 (4/12)

LDR
Contributing to a better quality of life

Designation of Construction Contractor as Agent of a Governmental Entity Sales Tax Exemption Certificate

_____ , an agency of the United
Legal Name of Governmental Entity

States government, or an agency, board, commission, or instrumentality of the State of Louisiana or its political subdivisions, including parishes, municipalities and school boards, does hereby designate the following contractor as its agent for the purpose of making sales tax exempt purchases on behalf of the governmental body:

Name of Contractor		
Address		
City	State	ZIP

This designation of agency shall be effective for purchases of component construction materials, taxable services and leases and rentals of tangible personal property for the following named construction project:

Construction Project	Contract Number

This designation and acceptance of agency is effective for the period

Beginning Date *(mm/dd/yyyy)*	End Date *(mm/dd/yyyy)*

Purchases for the named project during this period by the designated contractor shall be considered as the legal equivalent of purchases directly by the governmental body. Any materials purchased by this agent shall immediately, upon the vendor's delivery to the agent, become the property of this government entity. This government entity, as principal, assumes direct liability to the vendor for the payment of any property, services, leases, or rentals made by this designated agent. This agreement does not void or supersede the obligations of any party created under any construction contract related to this project, including specifically any contractual obligation of the construction contractor to submit payment to the vendors of materials or services for the project.

This contractor-agent is not authorized to delegate this purchasing agency to others; separate designations of agency by this governmental entity are required for each contractor or sub-contractor who is to purchase on behalf of this governmental entity. The undersigned hereby certify that this designation is the entirety of the agency designation agreement between them. In order for a purchase for an eligible governmental entity through a designated agent to be eligible for sales tax exemption, the designation of agency must be made, accepted, and disclosed to the vendor before or at the time of the purchase transaction.

Designation of Agency		
Signature of Authorized Designator		Date *(mm/dd/yyyy)*
Name of Authorized Designator		
Name of Governmental Entity		
Address		
City	State	ZIP

Acceptance of Agency		
Signature of Contractor or Subcontractor Authorized Acceptor		Date *(mm/dd/yyyy)*
Name of Contractor's or Subcontractor's Acceptor		
Name of Contractor		
Address		
City	State	ZIP

This designation of agency form, when properly executed by both the contractor and the governmental entity, shall serve as evidence of the sales tax exempt status that has been conferred onto the contractor. No other exemption certificate form is necessary to claim exemption from sales taxes. The agency agreement evidenced by this sales tax exemption certificate must be implemented at the time of contract execution with the governmental entity. The contract between the governmental entity and his agent must contain provisions to authenticate the conferment of agency.

SECTION Q

SPECIAL PROVISIONS

SECTION Q

SPECIAL PROVISIONS

1.01 The ENGINEER for this project is:

GIS Engineering, LLC
Coastal Design & Infrastructure
197 Elysian Drive
Houma, LA 70363

The Project Engineer is KEVAN D. KEISER, P.E.

1.02 The OWNER is the "LAFOURCHE PARISH FIRE DISTRICT NO. 3"

1.03 Work to be done under this section consists of furnishing all labor, materials, equipment, and accessories, and performing all operations to complete the work in accordance with the Contract Documents.

1.04 CONTRACTOR shall be licensed in the State of Louisiana under either of the following classifications:

- **BUILDING CONSTRUCTION**

1.05 Intent - Provisions of these Special Provisions shall supersede and take precedence over conflicting counterpart provisions located elsewhere in the contract documents.

No provisions under this section shall be construed as relieving the CONTRACTOR from his contractual obligations in the performance and satisfactory completion of all Work as specified and contracted for in said contract documents, except as may be duly authorized in writing by the OWNER.

CONTRACTOR is responsible for all testing associated with the contract documents. OWNER may, at his own expense, perform additional testing for acceptance purposes.

1.06 Scope of Work - The Work to be performed under the various bid items for this contract shall include all plant, processing, tools, supplies, labor, materials, equipment, superintendence, and incidentals which may be required for the construction unless otherwise specified for a particular bid item.

1.07 The Bidder is required to examine carefully the site of the proposed work, Proposal, and Contract Documents. He shall satisfy himself as to the character, quality and quantities of Work to be performed, materials to be furnished, and as to the requirements of these specifications. The submissions of a Total Base Bid shall be evidence that the Bidder has made such examinations.

1.08 All notes on the Contract Documents shall be binding and considered as modified specifications.

1.09 The budget for this project is $127K. Should all bids exceed the available budget, the project will only be awarded in the event that the Lafourche Parish Fire District No. 3 approves additional funds.

1.10 The contract time as stipulated in the Proposal Form is Sixty (60) calendar days for substantial completion, with a forty-five (45) day clear lien period required prior to final payment.

1.11 Time Constraints - By submitting a proposal, the CONTRACTOR is certifying that he understands the required time constraints on the construction period of this contract and that he will incorporate the level of effort required to complete all specified Work within the required time frame. The contract time can be adjusted as provided in Section N – General Conditions, Paragraph 15.1.6.2. In computing extensions due to abnormal weather conditions, the following chart will be used to determine normal anticipated days lost due to rain:

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

Days in excess of the above on a cumulative basis shall be considered "adverse" per Section N, General Conditions, Paragraph 15.1.6.2. This is a calendar day contract. Normal working hours shall be defined as CONTRACTOR's daylight hours working period occurring between the hours set forth as beginning 7:00a.m.and ending at 6:00p.m. Work during times other than specified above shall only be upon written permission from the OWNER.

1.12 CONTRACTOR shall be cognizant of the Load Limits that have been established on the local streets adjacent and leading to the project site. All material hauling operations shall be performed in an appropriate manner such that the street load limits are not ever exceeded.

1.13 CONTRACTOR shall be responsible for protecting the roadway surface during construction of the entire project and particularly during work under this item. CONTRACTOR shall be responsible for allowing Highway 3040 and Highway 311 to be passable by normal through traffic at all times during construction. CONTRACTOR shall repair to the ENGINEER's satisfaction any damage caused as a result of his/her operations at no direct pay unless otherwise approved by the ENGINEER. All property shall be protected from damage. Property damaged by the CONTRACTOR during the construction of the work shall be, at his expense, repaired or replaced and left in as good condition as found.

1.14 Forms, Plans, and Specifications - The Work shall conform to the plans titled, "WEST LAROSE FIRE STATION NO. 3 RESTORATION, PROJECT NO. HIR-WL-03" all of which form a part of the contract documents.

1.15 Maintenance of Drainage - The CONTRACTOR shall maintain adequate drainage during construction. The CONTRACTOR shall provide for the removal of water from the land-based Work area and areas adjacent and shall maintain the Work area reasonably dry at all times. No measurement of payment will be made for maintenance of drainage.

Payment will be distributed throughout the existing bid items. The CONTRACTOR shall include any and all costs for maintenance of drainage in the contract prices for items of work to which the work is incidental thereto.

1.16 Communication - The CONTRACTOR shall have someone available to take calls at all times. He shall provide the OWNER and ENGINEER with a local night telephone number to call so that he may be advised of any emergency, trouble, or other matter needing his attention. The emergency telephone number should be displayed on barricades and/or on equipment on the job site.

1.17 Sanitation Facility - Employee sanitation facilities shall be provided and maintained by the CONTRACTOR.

1.18 Tax Exemption – This project is exempt from State Sales Tax. The successful bidder will be provided with the appropriate documentation.

1.19 Insurance will not be measured for payment. Insurance shall be included in the cost of all the other bid items.

1.20 All required records, reports, submittals, etc. shall be provided as per specifications and shall be approved prior to payment of each item.

1.21 The CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders, RFI's and other written interpretations and clarifications in good order and annotated to show all changes made during the construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

1.22 A set of red line As-Built Drawings shall be maintained up to date by the CONTRACTOR. The As-Built set of drawings shall indicate all changes and clarifications that occur during the project and shall be delivered to the ENGINEER upon completion of the work. All revisions shall be shown in red and be easily distinguishable from the original design. Changes made through RFI's, field orders, or change orders shall be revised on the drawings and shown in red and properly identified.

1.23 The CONTRACTOR shall provide all electric power and water required for construction of the work at NO DIRECT PAY.

1.24 The CONTRACTOR shall conform to all applicable Federal, State and local laws in carrying out the obligations under the Contract.

1.25 The CONTRACTOR, prior to commencing any work, shall pay all necessary fees and secure, at his own expense, all necessary permits required for the performance of the project work.

1.26 All waste materials such as broken pipe, tree roots and other construction debris shall be picked up and removed from the site by the CONTRACTOR. Final cleanup must be approved and accepted by the OWNER before the contract may be considered complete.

1.27 The OWNER reserves the right to have other work performed by other contractors and to permit the public utility companies and others to do work on, and adjacent to the site. The CONTRACTOR shall conduct his operations and cooperate with the other parties so as to minimize interference with this other work. Should a difference arise as to the rights of the CONTRACTOR and other contractors or utility companies, the ENGINEER, as the OWNER's representative, shall be sole mediator and his decision shall be final and binding on the CONTRACTOR.

1.28 Authorized changes will be field measured by the ENGINEER and the accepted work will be paid for at the contract bid price per unit.

1.29 Payment shall be made at the unit price or lump sum amount, as shown in the CONTRACTOR's Bid for applicable items of work. Items of work required to complete the project in accordance with the plans and specifications for which no specific bid item appears in the Contract Documents shall not be paid for separately, but shall be included in the prices shown in the CONTRACTOR's Bid for applicable, related items of work.

1.30 CONSTRUCTION SCHEDULE

A. Submit initial progress schedule in duplicate within one week after the date established in Notice to Proceed for ENGINEER review.
B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of work at each submission.

1.31 Within 30 days of the date of Notice to Proceed, submit to the ENGINEER and the OWNER, for approval, a Hurricane Preparedness Plan. The Plan shall describe in detail the necessary measures which the CONTRACTOR will perform, at no additional costs to the OWNER, in case of a hurricane warning. Revise Plan as required by the ENGINEER and OWNER. "

1.32 In the event of inclement weather, the CONTRACTOR shall protect the Work and materials from damage or injury from the weather. If, in the opinion of the ENGINEER, any portion of the Work or materials has been damaged by reason of failure on the part of the CONTRACTOR to so protect the Work, such Work and materials shall be removed and replaced with new materials and Work to the satisfaction of the ENGINEER.

TECHNICAL SPECIFICATIONS

WEST LAROSE FIRE STATION NO. 3 RESTORATION
TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

SECTION	TITLE
DIVISION 01	**GENERAL REQUIREMENTS**
01 71 13	MOBILIZATION AND DEMOBILIZATION
01 74 00	CLEANING AND WASTE MANAGEMENT
DIVISION 02	**EXISTING CONDITIONS**
02 85 00	MOLD REMEDIATION MOSITURE ASSESSMENT AND ASBESTOS SURVEY REPORT PREPARED BY: TERRACON
DIVISION 07	**THERMAL AND MOISTURE PROTECTION**
07 21 00	THERMAL INSULATION
DIVISION 08	**OPENINGS**
08 36 13	SECTIONAL DOORS
DIVISION 09	**FINISHES**
09 51 00	ACOUSTICAL CEILINGS
09 90 00	PAINTING
DIVISION 13	**SPECIAL CONSTRUCTION**
13 34 19	METAL BUILDING SYSTEMS
DIVISION 26	**ELECTRICAL**
26 00 00	ELECTRICAL SYSTEMS

DIVISION I

GENERAL REQUIREMENTS

INDEX

1.1. ABBREVIATIONS 1-1
1.1.1.ABBREVIATIONS AND ACRONYMS 1-1
1.2. REFERENCE SPECIFICATIONS 1-4
1.3. MEETINGS AND CONFERENCES 1-5
1.3.1.PRE-CONSTRUCTION CONFERENCE 1-5
1.3.2.PROGRESS MEETINGS 1-6
1.3.3.TRAFFIC CONTROL MEETINGS 1-6
1.4. CONTRACTOR SUBMITTALS 1-6
1.4.1.SHOP DRAWINGS: 1-7
1.4.2.CONTRACTOR'S SCHEDULES: 1-9
1.4.3.SAMPLES: 1-10
1.4.4.TECHNICAL MANUALS: 1-10
1.4.5.SPARE PARTS LISTS: 1-11
1.4.6.RECORD DRAWINGS: 1-11
1.4.7.EXCAVATION PLAN: 1-12
1.4.8.RECORDING EXISTING SITE CONDITIONS: 1-13
1.4.9.PROGRESS REPORTS: 1-13
1.4.10.SCHEDULE OF VALUES: 1-13
1.4.11.SCHEDULE OF PAYMENTS: 1-14
1.4.12. SURVEY DATA: 1-14
1.4.13.UTILITY INVESTIGATION: 1-14
1.4.14.CONSTRUCTION PHOTOGRAPHS: 1-14
1.5. PROGRESS SCHEDULING 1-14
1.5.1.GENERAL REQUIREMENTS: 1-15
1.5.2.SCHEDULING PROCEDURE: 1-15
1.5.3.REVISIONS TO SCHEDULES: 1-15
1.5.4.SUBMITTALS: 1-15
1.6. RECORDING EXISTING SITE CONDITIONS 1-16
1.6.1.GENERAL: 1-16
1.6.2.PHOTOGRAPHIC RECONNAISSANCE: 1-16
1.6.3.ELEVATION SURVEY: 1-16
1.7. QUALITY CONTROL 1-16
1.7.1.SITE INVESTIGATION AND CONTROL: 1-16
1.7.2.OBSERVING THE WORK: 1-17
1.7.3.TIME OF INSPECTION AND TESTS: 1-17
1.7.4.SAMPLING AND TESTING: 1-17
1.7.5.RIGHT OF REJECTION : 1-18
1.8. MOBILIZATION 1-18
1.9. TEMPORARY UTILITIES 1-19
1.9.1.POWER AND LIGHTING : 1-19
1.9.2.WATER SUPPLY: 1-20
1.9.3.SANITATION: 1-21
1.9.4.COMMUNICATIONS: 1-21
1.9.5.SAFETY: 1-21

1.10. PROTECTION OF EXISTING FACILITIES 1-22
1.10.1. PROTECTION OF STREET OR ROADWAY MARKERS 1-22
1.10.2. RESTORATION OF PAVEMENT: 1-22
1.10.3. TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS 1-23
1.10.4. NOTIFICATION BY THE CONTRACTOR: 1-23
1.10.5. UTILITY INVESTIGATION : 1-24
1.10.6. SUBSURFACE OBSTRUCTIONS: 1-24
1.10.7. CONFLICTS WITH OTHER UTILITIES: 1-25
1.10.8. POLE RELOCATION AND PROTECTION: 1-26
1.10.9. EXISTING FENCE LINES: 1-27
1.10.10. EXISTING PROPERTY CORNERS: 1-27
1.11. SITE ACCESS, STORAGE AND CLEAN-UP 1-27
1.11.1. TEMPORARY CROSSINGS : 1-27
1.11.2. OFF-SITE STORAGE: 1-28
1.11.3. ON-SITE STORAGE: 1-28
1.11.4. SURPLUS EARTH: 1-28
1.11.5. CLEANING SITE: 1-28
1.12. BARRICADES AND TRAFFIC CONTROL 1-29
1.12.1. BARRICADES AND TRAFFIC CONTROL : 1-29
1.13. TEMPORARY ENVIRONMENTAL CONTROLS 1-30
1.13.1. TEMPORARY DRAINAGE PROVISIONS: 1-30
1.13.2. EROSION CONTROL: 1-31
1.14. MATERIALS AND EQUIPMENT 1-31
1.14.1. QUALITY ASSURANCE : 1-32
1.14.2. PRODUCT DELIVERY-STORAGE-HANDLING : 1-32
1.14.3. TRANSPORTATION AND HANDLING: 1-32
1.14.4. STORAGE AND PROTECTION: 1-32
1.14.5. ENCLOSED STORAGE: 1-33
1.14.6. EXTERIOR STORAGE: 1-33
1.14.7. MAINTENANCE OF STORAGE: 1-33
1.15. EQUIPMENT TESTING, OPERATOR TRAINING AND FACILITIES START-UP 1-34
1.15.1. EQUIPMENT TESTING AND OPERATOR TRAINING: 1-34
1.15.2. FACILITIES START-UP PERIOD: 1-34
1.16. PROJECT CLOSE-OUT 1-35
1.16.1. FINAL SUBMITTALS: 1-36
1.16.2. MAINTENANCE AND GAURANTEE 1-37

DIVISION I

GENERAL REQUIREMENTS

PART 1 – ABBREVIATIONS

1.1 Wherever in these Specifications references are made to the standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.

1.1.1 ABBREVIATIONS AND ACRONYMS

AAMA	Architectural Aluminum Manufacturers Association AAR
AAR	Association of American Railroads
AASHTO	American Association of the State Highway and Transportation Officials AATCC
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturers Association, Inc.
AGA	American Gas Association
AGC	Associated General Contractors
AGMA	American Gear Manufacturer's Association
AHAM	Association of Home Appliance Manufacturers
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc
APA	American Plywood Association

API	American Petroleum Institute
APWA	American Public Works Association
ASA	Acoustical Society of America
ASA	American Standards Association
ASAE	American Society of Agriculture Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International
BHMA	Builders Hardware Manufacturers Associatio
CBM	Certified Ballast Manufacturers
CEMA	Conveyor Equipment Manufacturers Association
CGA	Compressed Gas Association
CLPCA	California Lathing and Plastering Contractors Association
CLFMI	Chain Link Fence Manufacturers Institute
CRSI	Concrete Reinforcing Steel Institute

DCDMA	Diamond Core Drill Manufacturers Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
IOS	International Organization for Standardization
ITE	Institute of Traffic Engineers
LADOTD	Louisiana Department of Transportation and Development
MBMA	Metal Building Manufacturers Association

1.2. REFERENCE SPECIFICATIONS

1.2.1. Whenever in these specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the drawings shall be waived because of any provision of, or omission from, said standards or requirements.

1.2.2. In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction process or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

1.2.3. Without limiting the generality of other requirements of the specifications, all work specified herein shall conform to or exceed the requirements of all applicable codes and the applicable requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of these Specifications nor the applicable codes.

1.2.4. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarification and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall bid the most stringent requirements.

1.2.5. Applicable Standard Specifications : The CONTRACTOR shall construct the work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed.

1.2.6. References herein to “OSHA Regulations for Construction” shall mean Title 29. Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto. References herein to "OSHA Standards” shall mean Title 29. Part 1910. Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

1.3. MEETINGS AND CONFERENCES

1.3.1. PRE-CONSTRUCTION CONFERENCE :

1.3.1.1. In accordance with the General Conditions, prior to the commencement of work at the site, a pre-construction conference will be held at a mutually agreed time and place. The conference shall be attended by:

a. CONTRACTOR and his superintendent.

b. Principal Subcontractors.

c. Representatives of principal suppliers and manufacturers as appropriate.

d. ENGINEER and his Resident Project Representative.

e. Representatives of OWNER

f. Governmental representatives as appropriate.

g. Others as requested by CONTRACTOR, OWNER, or ENGINEER

1.3.1.2. Unless previously submitted to ENGINEER, CONTRACTOR shall bring to the conference a tentative schedule for each of the following:

a. Progress and order of the work.

a. Procurement.

b. Values for progress payment purposes.

c. Shop Drawings and other submittals.

d. Excavation Plan.

e. Stormwater Management Plan (if applicable).

1.3.1.3. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include:

a. CONTRACTOR'S tentative schedules.

b. Transmittal, review and distribution of CONTRACTOR'S submittals.

c. Processing applications for payment.

d. Maintaining record documents.

e. Critical Work sequencing.

f. Field decisions and Change Orders.

g. Use of premises, office and storage areas, security housekeeping and OWNER'S needs.

h. Major equipment deliveries and priorities.

i. CONTRACTOR'S assignments for safety and first aid

1.3.1.4. ENGINEER will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

1.3.2. PROGRESS MEETINGS:

1.3.2.1. CONTRACTOR shall schedule and hold regular progress meetings at least monthly and at other times as requested by ENGINEER or required by progress of the work. CONTRACTOR, ENGINEER and all Subcontractors active on the site shall be represented at each meeting. CONTRACTOR may at his discretion request attendance by representatives of his suppliers, manufacturers, and other Subcontractors

1.3.2.2. ENGINEER shall preside at the meetings and provide for keeping minutes and distribution of the minutes to the OWNER and CONTRACTOR. The purpose of the meetings will be to review the progress of the work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop

1.3.3. TRAFFIC CONTROL MEETINGS:

1.3.3.1. When traffic control plan is included in the Contract Documents, CONTRACTOR shall schedule and hold meetings as required (or requested by the ENGINEER) with the ENGINEER to attend to matters of traffic control and associated public convenience and safety during the course of the work.

1.3.3.2. ENGINEER shall preside at the meetings and provide for the keeping of minutes and distribution of minutes to all attendees, the OWNER and the CONTRACTOR. The purpose of the meetings will be for the CONTRACTOR'S presentation of traffic control plans and any revisions required during performance of the work and to discuss related matters.

1.4. CONTRACTOR SUBMITTALS

1.4.1. Wherever submittals are required hereunder, all such CONTRACTOR submittals shall be submitted to the ENGINEER'S Construction Administrator at the office of the ENGINEER for recording and proper distribution.

1.4.2. Prior to commencing work, the CONTRACTOR shall submit the following items to the ENGINEER for review.

1.4.2.1. An estimated progress schedule indicating the starting and completion dates of the various stages of the work;

1.4.2.2. A preliminary schedule of values (lump sum price breakdown) for all of the work which will include quantities and prices of items aggregating the contract price and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of work which will be confirmed in writing by the CONTRACTOR at the time of submittal. Items of work shall correspond to items of work shown on the progress schedules.

1.4.2.3. A preliminary schedule of Shop Drawings submittals coordinated with the construction schedule; and

1.4.2.4. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.

1.4.3. <u>SHOP DRAWINGS:</u>

1.4.3.1. Wherever called for in the Contract Documents, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, five (5) copies of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER, through the ENGINEER'S Construction Administrator, at a time sufficiently early to allow review of same by the ENGINEER, and to accommodate the rate of construction progress required under the Contract.

1.4.3.2. All shop drawings or other submittals shall be accompanied by a standard submittal transmittal form

1.4.3.3. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

1.4.3.4. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR with its comments noted thereon, within fifteen (15) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The OWNER reserves the right to withhold monies due the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal.

1.4.3.5. If two (2) copies of a submittal are returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required

1.4.3.6. If two (2) copies of a submittal are returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal revision and resubmission of said submittal will not be required.

1.4.3.7. If one (1) copy of the submittal is returned to the CONTRACTOR marked "REVISE AND RESUBMIT," the CONTRACTOR shall revise said submittal and shall resubmit five (5) copies of said revised submittal to the ENGINEER.

1.4.3.8. If one (1) copy of the submittal is returned to the CONTRACTOR marked "REJECTED, SEE REMARKS," the CONTRACTOR shall revise said submittal and shall resubmit five (5) copies of said revised submittal to the ENGINEER.

1.4.3.9. Fabrication of an item shall not be commenced before the ENGINEER has reviewed the pertinent submittals and returned copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED." Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.

1.4.3.10. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR, prior to submission to the ENGINEER'S Construction Administrator for transmittal to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR, as being correct and in strict conformance with the Contract Documents. The CONTRACTOR shall have a submittal approval stamp made which reads as follows:

THIS SUBMITTAL HAS BEEN REVIEWED, CHECKED AND FIELD MEASUREMENTS VERIFIED BY THE CONTRACTOR AND HAS BEEN FOUND TO CONFORM TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, EXCEPT FOR THE FOLLOWING VARIATIONS:

_____

NONE
SEE ATTACHED INFORMATION
CERTIFIED BY:_____(CONTRACTOR'S NAME)
DATE: _____

and which shall be placed on each sheet of drawings, or on the cover of each bound submittal. The ENGINEER will not review any CONTRACTOR submittals which have not been so certified by the CONTRACTOR. All non-certified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR

1.4.3.11. The ENGINEER'S review of CONTRACTOR submittals shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in CONTRACTOR-submitted submittals. Any fabrication or other work performed in advance of the receipt of approved submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details

1.4.4. <u>CONTRACTOR'S SCHEDULES:</u>

1.4.4.1. CONTRACTOR'S schedule shall be prepared, submitted, reviewed, monitored, updated and utilized in accordance with this paragraph and Division I, Part 5- Progress Schedule.

1.4.4.2. The schedule shall be comprehensive, covering both activities at the site of the work and off-site activities such as design, procurement, and fabrication. The schedule shall be orderly and realistic, and shall be revised as necessary to meet this requirement. The CONTRACTOR shall promptly advise the ENGINEER of any occurrence requiring substantial revision of the schedule and shall furnish a revised schedule within fifteen (15) Calendar days of such occurrence

1.4.4.3. The detailed schedule and each revision thereof shall be subject to approval by the ENGINEER for conformity with the requirements of the Contract Documents. The CONTRACTOR shall assist the ENGINEER in reviewing and evaluating each schedule furnished. Disapproved schedules will be returned to the CONTRACTOR, shall be revised by CONTRACTOR to correct the defects noted, and shall be resubmitted to the ENGINEER within fifteen (15) calendar days after receipt.

1.4.4.4. When required to perform and complete the changed work in accordance with the revised schedule, the CONTRACTOR shall provide additional labor, materials, equipment or other factors of production in excess of those in use before the changed work was ordered.

1.4.5. SAMPLES:

1.4.5.1. Unless otherwise specified, whenever in the Specifications samples are required, the CONTRACTOR shall submit not less than two (2) samples of each such item or material to the ENGINEER for approval at no additional cost to the OWNER.

1.4.5.2. Samples, as required herein, shall be submitted for approval a minimum of fifteen (15) working days prior to ordering such material for delivery to the job site, and shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delays in the work.

1.4.5.3. All samples shall be individually and indelibly labeled or tagged, indicating thereon all specified physical characteristics and manufacturer's names for identification and submittal to the ENGINEER for approval.

1.4.5.4. Unless otherwise specified, all colors and textures of specified items will be selected by the ENGINEER from the manufacturer's standard colors and standard product lines.

1.4.6. TECHNICAL MANUALS:

1.4.6.1. The CONTRACTOR shall furnish to the ENGINEER five (5) identical sets of technical manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard size, 3-ring, loose-leaf, vinyl plastic hard cover binder suitable for bookshelf storage. Binder ring size shall not exceed 2.5 inches. A table of contents shall be provided which indicates all equipment in the technical manuals.

1.4.6.2. The technical manuals shall include for each item of mechanical and electrical equipment

a. Complete operating instructions, including location of controls, special tools or other equipment required, related instrumentation, and other equipment needed for operation.

b. Lubrication schedules, including the lubricant SAE grade and type, temperature range of lubricants, and including frequency of required lubrication.

c. Preventive maintenance procedures and schedules.

d. Parts lists, by generic title and identification number, complete, with exploded views of each assembly.

e. Disassembly and reassembly instructions.

f. Name and location of nearest supplier and spare parts warehouse.

g. Recommended troubleshooting and start-up procedures.

h. Reproducible prints of the record drawings, including diagrams and schematics, as required under the electrical and instrumentation portions of these specifications (if any).

1.4.6.3. The CONTRACTOR shall submit the required technical manuals complete and in the number and fashion specified prior to requesting payment in excess of 75 percent of the base contract value. Failure to do so shall be cause for the OWNER to withhold any further payments to the CONTRACTOR until the requirements of this paragraph are met.

1.4.7. SPARE PARTS LISTS:

1.4.7.1. The CONTRACTOR shall furnish to the ENGINEER five (5) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall be limited to those spare parts which each manufacturer recommends be maintained by the OWNER in inventory at the plant site. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to facilitate the OWNER in ordering. The CONTRACTOR shall cross-reference all spare parts lists to the equipment numbers designated in the specifications or on the drawings.

The spare parts lists shall be bound in standard size, 3-ring, loose-leaf, vinyl plastic hard cover binders suitable for bookshelf storage. Binder ring size shall not exceed 2.5 inches.

1.4.8. RECORD DRAWINGS:

1.4.8.1. The CONTRACTOR shall keep and maintain, at the job site, one record set of drawings. On these, it shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original contract drawings, including buried or concealed construction and utility features which are revealed during the course of construction Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the contract drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the work as actually constructed. These master record drawings of the CONTRACTOR'S representation of as-built conditions, including all revisions made necessary by addenda, change orders, and the like shall be maintained up-to-date during the progress of the work

1.4.8.2. In the case of those drawings which depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the record drawings shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.

1.4.8.3. Record drawings shall be accessible to the ENGINEER at all times during the construction period and shall be delivered to the ENGINEER upon completion of the work.

1.4.8.4. Requests for partial payments will not be approved if the record drawings are not kept current, and not until the completed record drawings, showing all variations between the work as actually constructed and as originally shown on the Contract Drawings or other Contract Documents, have been inspected by the ENGINEER.

1.4.8.5. Final payment will not be approved until the CONTRACTOR-prepared record drawings have been delivered to the ENGINEER. Said up-to-date, record drawings may be in the form of a set of prints with carefully plotted information overlaid in pencil.

1.4.8.6. Upon substantial completion of the work prior to final acceptance, the CONTRACTOR shall complete and deliver a complete set of record drawings to the ENGINEER for transmittal to the OWNER, conforming to the construction records of the CONTRACTOR. This set of drawings shall consist of corrected plans showing the reported location of the work. The information submitted by the CONTRACTOR and incorporated by the

ENGINEER into the Record Drawings will be assumed to be reliable, and the ENGINEER will not be responsible for the accuracy of such information, nor for any errors or omissions which may appear on the Record Drawings as a result.

1.4.9. EXCAVATION PLAN:

1.4.9.1. CONTRACTOR shall prepare and submit an excavation plan in accordance with current OSHA Regulations for Construction for the work contained in the contract prior to beginning the work. The plan shall indicate the general plan for performing excavation, ground dewatering, sheeting, shoring and bracing, haul routes for the disposal of surface materials and haul routes for transporting excess excavation materials to either (1) to a disposal site chosen by the CONTRACTOR when excess excavated materials is designated to become the property of the CONTRACTOR or (2) to the storage area designated by the Contract Documents when the excess excavated material is designated to remain the property of the OWNER. The excavation plan is for ENGINEER'S and OWNER'S information only. Submission and acceptance by the ENGINEER and OWNER of this information shall not relieve the CONTRACTOR from constructing the work in a continuous safe manner at all times and in accordance with the Contract Documents.

1.4.10. RECORDING EXISTING SITE CONDITIONS:

1.4.10.1. When included as a bid item, the CONTRACTOR shall submit the photographic reconnaissance and the elevation survey as required in Part 6, entitled "Recording Existing Site Conditions".

1.4.11. PROGRESS REPORTS:

1.4.11.1. A progress report shall be furnished to ENGINEER with each application for progress payment. If the work falls behind schedule CONTRACTOR shall submit additional progress reports at such intervals as ENGINEER may request.

1.4.11.2. Each progress report shall include sufficient narrative to describe any current and anticipated delaying factors, their effect on the construction schedule, and proposed corrective actions. Any work reported complete, but which is not readily apparent to ENGINEER, must be substantiated with satisfactory evidence.

1.4.11.3. Each progress report shall include a list of the activities that have been completed with their actual start and completion dates, and a list of the activities currently in progress and the number of working days required to complete each.

1.4.12. SCHEDULE OF VALUES:

1.4.12.1. After review of the tentative schedule at the pre-construction conference, and before submission of the first application for payment, CONTRACTOR shall prepare and submit to ENGINEER a schedule of values covering each lump sum item. The schedule of values, showing the value of each kind of work, shall be acceptable to ENGINEER before any partial payment estimate is prepared. Such items as Bond premium, temporary construction facilities, and plant may be listed separately in the schedule of values, provided the amounts can be substantiated.

1.4.12.2. The sum of the items listed in the schedule of values shall equal the contract lump sum price. Overhead and profit shall not be listed as separate items.

1.4.12.3. An unbalanced schedule of values providing for overpayment of CONTRACTOR on items of work which would be performed first will not be accepted. The schedule of values shall be revised and resubmitted until acceptable to ENGINEER

1.4.13. SCHEDULE OF PAYMENTS:

1.4.13.1. Within thirty (30) days after award of contract, CONTRACTOR shall furnish to ENGINEER a schedule of estimated monthly payments based upon the approved Schedule of Values. The schedule shall be revised and resubmitted each time an application for payment varies more than 10 percent from the estimated payment schedule.

1.4.14. SURVEY DATA:

1.4.14.1. All field books, notes, and other data developed by the CONTRACTOR in performing the surveys required to perform the work shall be available to the ENGINEER for examination throughout the construction period. Copies of such data shall be submitted to the ENGINEER upon request with documentation required for final acceptance of the work.

1.4.15. UTILITY INVESTIGATION:

1.4.15.1. CONTRACTOR shall submit the findings of the utility investigation as specified in Part 10 - Protection of Existing Facilities.

1.4.16. CONSTRUCTION PHOTOGRAPHS:

1.4.16.1. CONTRACTOR shall provide construction photographs showing the pre-existing site conditions, regular progress of the work and the finished project. All photographs shall be taken with a digital camera and shall indicate the date and the job title, photograph identification, and direction the camera was facing.

1.4.16.2. On each project, starting when the work begins and continuing for as long as the work is in progress, not less than four (4) exposures consisting of different subjects or angles of view each time, shall be taken from different locations in the project area at intervals not exceeding one month apart. All photographs shall be furnished in digital format to the ENGINEER with the monthly payment request. Photographs shall be provided to the ENGINEER on compact disk.

1.5. PROGRESS SCHEDULING

1.5.1. GENERAL REQUIREMENTS:

1.5.1.1. Coordination and cooperation work under the contract must be coordinated with OWNER and ENGINEER to be accomplished in a logical sequence, and allow such work or parts thereof, to be completed within the contract time.

1.5.2. SCHEDULING PROCEDURE:

1.5.2.1. The CONTRACTOR shall be required to prepare and submit an initial Construction Progress Schedule and to periodically update that schedule.

1.5.2.2. The Construction Progress Schedule shall be of a horizontal bar chart type with separate bars for each major portion of work or operation.

1.5.2.3. Bar chart shall show complete sequence of construction by activity listed vertically with dates for beginning and completion of each element of construction shown horizontally.

1.5.2.4. Bar chart shall be of such a scale as to provide space for notations and rev1s1ons.

1.5.2.5. CONTRACTOR shall provide a separate schedule of submittal dates for shop drawings, product data and samples, including dates by which owner-furnished products (if any) are required

1.5.2.6. For lump sum contracts, construction activities listed in the bar chart shall correspond to the elements of work shown in the schedule of values.

1.5.2.7. In lieu of a bar chart schedule, the CONTRACTOR may submit a network analysis system using the critical path method, as outlined in the Associated General Contractors of America (AGC) publication "The Use of CPM in Construction - A Manual for General Contractors".

1.5.3. REVISIONS TO SCHEDULES:

1.5.3.1. CONTRACTOR shall indicate progress of each activity to date of submittal, and any revised projected completion date of each activity.

1.5.3.2. CONTRACTOR shall identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

1.5.3.3. CONTRACTOR shall provide narrative report to define problem areas, anticipated delays, and impact on schedule. CONTRACTOR shall report corrective action taken, or proposed, and its effect including the effect of changes on schedules of separate CONTRACTORs.

1.5.4. SUBMITTALS:

1.5.4.1. CONTRACTOR shall submit initial schedule prior to the start of construction. If, after review by ENGINEER, revisions are necessary, CONTRACTOR shall resubmit revised schedule, within 10 days.

1.5.4.2. CONTRACTOR shall submit updated project schedules with each application for payment.

1.6. RECORDING EXISTING SITE CONDITIONS

1.6.1. GENERAL:

1.6.1.1. Items under this Part 6 are intended to document existing site conditions. They are required only on unit price contracts when payment items are provided. On lump sum and other types of contracts, the use of these items is recommended but not required, unless called for in the Special Provisions - Book of Technical Specifications.

1.6.2. PHOTOGRAPHIC RECONNAISSANCE:

1.6.2.1. The CONTRACTOR shall conduct a pre- construction photographic reconnaissance of the entire job route at no direct pay. This reconnaissance shall be referenced to the project baseline and shall be adequate to ascertain the pre- existing condition of all public and private property within and adjacent to the construction limits. This reconnaissance shall be documented with a sufficient number of photographs provided by the CONTRACTOR to resolve any damage claims which may arise due to the construction of this project. Photographs shall include all access roads used to transport material or equipment to and from the project site.

1.6.2.2. All photographs, DVDs or videos of the pre-construction conditions shall be submitted to the ENGINEER for record purposes prior to, but not more than seven days before commencement of any construction activities.

1.6.3. ELEVATION SURVEY:

1.6.3.1. When provided as a pay item, CONTRACTOR shall conduct a pre-construction elevation survey of the entire job route. This elevation survey shall be referenced to the project baseline and shall be adequate to ascertain

the preexisting condition of all public and private property within and adjacent to the construction limits. This elevation survey shall include, but not be limited to, elevation of roadways, drives and walks. Elevations on abutting roadways, drives and walks shall be taken at approximately 20 foot intervals and at the point of juncture with any structure to which they are attached. In addition, elevations shall be taken of all building slabs along the project route.

1.6.3.2. All elevation survey data of the pre-construction conditions shall be submitted to the ENGINEER for record purposes prior to, but not more than seven days before commencement of any construction activities.

1.7. QUALITY CONTROL

1.7.1. SITE INVESTIGATION AND CONTROL:

1.7.1.1. The CONTRACTOR shall verify all dimensions in the field and shall check field conditions continuously during construction. The CONTRACTOR shall be solely responsible for any inaccuracies built into the work due to its failure to comply with this requirement.

1.7.1.2. The CONTRACTOR shall inspect related and appurtenant work and shall report in writing to the ENGINEER any conditions which will prevent proper completion of the work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair or replacement caused by unsuitable conditions shall be performed by the CONTRACTOR at its sole cost and expense

1.7.2. OBSERVING THE WORK:

1.7.2.1. The work shall be conducted under the general observation of the ENGINEER and shall be subject to observation by representatives of the ENGINEER acting on behalf of the OWNER to insure strict compliance with the requirements of the Contract Documents. Such observation may include mill, plant, shop, or field as required. The ENGINEER shall be permitted access to all parts of the work, including plants where materials or equipment are manufactured or fabricated.

1.7.3. TIME OF INSPECTION AND TESTS:

1.7.3.1. Samples and test specimens required under these Specifications shall be furnished and prepared for testing in ample time for the completion of the necessary tests and analyses before said articles or materials are to be used. The CONTRACTOR shall furnish and prepare all required test specimens at its own expense. Except as otherwise provided in the Contract Documents, performance of the required tests will be by the CONTRACTOR, and all costs therefor will be borne by the CONTRACTOR at no cost to the OWNER.

1.7.4. SAMPLING AND TESTING:

1.7.4.1. When not otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered; however, the OWNER reserves the right to use any generally-accepted system of inspection which, in the opinion of the ENGINEER will insure the OWNER that the quality of the workmanship is in full accord with the Contract Documents.

1.7.4.2. Any waiver of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial work, shall not be construed as a waiver of any technical or qualitative requirements of the Contract Documents.

1.7.4.3. Notwithstanding the existence of such waiver, the ENGINEER shall reserve the right to make independent investigations and tests as specified in the following paragraph and, upon failure of any portion of the work to meet any of the qualitative requirements of the Contract Documents, shall be reasonable cause for the ENGINEER to require the removal or correction and re-construction of any such work.

1.7.4.4. In addition to any other inspection or quality assurance provisions that may be specified, the ENGINEER shall have the right to independently select, test, and analyze, at the expense of the OWNER, additional test specimens of any or all of the materials to be used. Results of such tests and analyses shall be considered along with the tests oranalyses made by the CONTRACTOR to determine compliance with the applicable specifications for the materials so tested or analyzed; provided, that wherever any portion of the work is discovered, as a result of such independent testing or investigation by the ENGINEER, which fails to meet the requirements of the Contract Documents, all costs of such independent inspection and investigation, and all costs of removal, correction, and re-construction or repair of any such work shall be borne by the CONTRACTOR.

1.7.5. RIGHT OF REJECTION :

1.7.5.1. The ENGINEER, acting for the OWNER shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the work at the site. If the ENGINEER or Project Representative, through an oversight or otherwise,

has accepted materials or work which is defective or which is contrary to the Contract Documents, such material, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by the ENGINEER for the OWNER.

1.7.5.2. The CONTRACTOR shall promptly remove rejected articles or materials from the site of the work after notification of rejection.

1.7.5.3. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the CONTRACTOR.

1.8. MOBILIZATION

1.8.1. All lump sum and unit price contracts require mobilization. On certain unit price contracts mobilization may be paid as a separate pay item. Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the work. Mobilization shall include but not be limited to the following principal items:

1. Moving on to the site of all CONTRACTOR'S plant and equipment required for first month operations.
2. Installing temporary construction power, wiring, and lighting facilities.
3. Establishing fire protection system.
4. Developing construction water supply.
5. Providing field office trailers (where specified) for the CONTRACTOR and the ENGINEER, complete with all specified furnishings and utility services including telephones.
6. Providing on-site sanitary facilities and potable water facilities as specified.
7. Arranging for and erection of CONTRACTOR'S work and storage yard.
8. Submittal of all required subcontractor insurance certificates and bonds.
9. Obtaining all required permits.
10. Posting all OSHA required notices and establishment of safety programs.
11. Have the CONTRACTOR'S superintendent at the job site full time.
12. Have provided a detailed schedule acceptable to the OWNER for project use as specified.
13. Erection of project sign(s) as specified.

1.8.2. The CONTRACTOR'S attention is directed to the condition that no payment for mobilization, or any part thereof will be approved for payment under the contract until all mobilization items listed above have been completed as specified.

1.9. TEMPORARY UTILITIES

1.9.1. POWER AND LIGHTING :

1.9.1.1. Power: The CONTRACTOR shall provide, at its own expense, all necessary power required for its operations under the Contract, and shall provide and maintain all temporary power lines required to perform the work in a safe and satisfactory manner.

1.9.1.2. Construction Lighting: All work conducted at night or under conditions of deficient daylight shall be suitably lighted to insure proper work and to afford adequate facilities for inspection and safe working conditions.

1.9.1.3. Approval of Electrical Connections: All temporary connections for electricity shall be subject to approval of the power company representative, and shall be removed in like manner at the CONTRACTOR'S expense prior to final acceptance of the work.

1.9.1.4. Separation of Circuits: Circuits separate from lighting circuits shall be used for all power purposes.

1.9.1.5. Construction Wiring: All wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. All electrical facilities shall conform to the requirements of Subpart K of the OSHA Safety and Health Standards for Construction.

1.9.2. WATER SUPPLY:

1.9.2.1. General: The CONTRACTOR shall provide, at its own expense, an adequate supply of water of a quality suitable for construction purposes.

1.9.2.2. The CONTRACTOR shall provide and operate all pumping facilities, pipelines, valves, hydrants, storage tanks, and all other equipment necessary for the adequate development and operation of the water supply system. The CONTRACTOR shall be solely responsible for the adequate functioning of its water supply system and shall be solely liable for any claims arising from the use of same, including discharge or waste of water therefrom.

1.9.2.3. Potable Water: All drinking water on the site during construction shall be furnished by the CONTRACTOR and shall be bottled water or water furnished in approved dispensers. Notices shall be posted conspicuously throughout the site warning the CONTRACTOR'S personnel that piped water may be contaminated.

1.9.2.4. Water Connections: The CONTRACTOR shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the affected water system. For each such connection made, the CONTRACTOR shall first attach to the fire hydrant or pipeline a valve and a meter, if required by the said authority, of a size and type acceptable to said authority and agency.

1.9.2.5. Removal of Water Connections: Before final acceptance of the work on the project, all temporary connections and piping installed by the CONTRACTOR shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the ENGINEER and to the agency owning the affected utility.

1.9.2.6. Fire Protection: The CONTRACTOR'S yard and all other parts of the work shall be connected with the CONTRACTOR'S water supply system and shall be adequately protected against damage by fire. Hose connection and hose, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires in the temporary structures and other portions of the work, and responsible persons shall be designated and instructed in the operation of such fire apparatus so as to prevent or minimize the hazard of fire. The CONTRACTOR'S fire protection program shall conform to the requirements of Subpart F of the OSHA Standards for Construction

1.9.3. SANITATION:

1.9.3.1. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction.

1.9.3.2. Sanitary and Other Organic Wastes: The CONTRACTOR shall establish a regular collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wastes from any other source related to the CONTRACTOR'S operations shall be disposed of away from the site in a manner satisfactory to the ENGINEER and in accordance with all laws and regulations pertaining thereto. Disposal of all such wastes shall be at the CONTRACTOR'S expense.

1.9.4. COMMUNICATIONS:

1.9.4.1. Telephone Services: The CONTRACTOR shall provide and maintain at all times during the progress of the work, at its own expense, not less than one telephone in good working order, at its own field construction office, or, if no CONTRACTOR field office is provided, near the site of the work included in the contract. Cellular phone service shall be acceptable.

1.9.5. SAFETY:

1.9.5.1. General: Appropriate first aid facilities and supplies shall be kept and maintained by the CONTRACTOR at the site of the work. In addition, all employees of the CONTRACTOR and his subcontractors shall be provided with, and required to use, personal protective and lifesaving equipment as set forth in the OSHA Standards for Construction.

1.9.5.2. Public Safety: During the performance of the work the CONTRACTOR, in accordance with the OSHA Standards for Construction, shall erect and maintain temporary fences, bridges, railings and barriers and shall take all other necessary precautions and place proper guards for the prevention of accidents and he shall erect and maintain suitable and sufficient lights and other signals.

1.9.5.3. Safety Procedures for Construction Work Around Electrical Wires:

a. CONTRACTOR shall be solely responsible for enforcing safety procedures to assure avoidance of contact with live electrical wires.

b. Before commencing any construction work, CONTRACTOR shall locate all high voltage and low voltage underground and overhead feeders and caution and warning signs posted.

c. Superintendents and all construction workers shall be made aware of the locations of all electrical wires and informed of precautions to be taken to avoid contact with them with machinery, tools and materials as well as personal contact.

1.10. PROTECTION OF EXISTING FACILITIES

1.10.1. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements specified herein, and in accordance with the requirements of the Contract Documents.

1.10.2. PROTECTION OF STREET OR ROADWAY MARKERS

1.10.2.1. The CONTRACTOR shall not destroy, remove or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced for easy and accurate restoration. It shall be the CONTRACTOR'S responsibility to notify the proper representatives of the OWNER of the time and location that work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily

referenced for restoration. All survey markers or points disturbed, without proper authorization by the ENGINEER, will be accurately restored by the OWNER at the CONTRACTOR'S expense after all street or roadway resurfacing has been completed

1.10.3. RESTORATION OF PAVEMENT:

1.10.3.1. General: All paved areas cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement owner. All pavements which are subject to partial removal shall be neatly saw cut in straight lines.

1.10.3.2. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration or improvements. Temporary resurfacing shall be constructed in accordance with the following requirements:

a. Prior to placing the temporary resurfacing, the foundation material underlying the areas to receive surfacing shall be densified to the degree specified in the Technical Provisions.

b. The CONTRACTOR shall stockpile enough temporary resurfacing material on the job to insure a ready supply at all times for necessary repairs to the temporary resurfacing already placed.

c. The temporary resurfacing shall be left in place until permanent resurfacing is constructed.

1.10.3.3. Restoration of Sidewalks or Private Driveways: Wherever sidewalks or private roads have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the CONTRACTOR shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.

1.10.4. TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS:

1.10.4.1. General: The CONTRACTOR shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of- way and project limits, and shall not trim or remove any tree unless such trees have been approved for trimming or removal by the ENGINEER and the jurisdictional agency or Owner. All existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the CONTRACTOR or a certified tree company under permit from the jurisdictional Agency or Owner and to the satisfaction of said agency and/or the Owner. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs.

1.10.4.2. Trimming: Symmetry of the tree shall be preserved; no stubs or splits or tom branches left; clean cuts shall be made close to trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over 1 1/2 inches in diameter shall be coated with an asphaltic emulsion material.

1.10.4.3. Replacement: The CONTRACTOR shall immediately notify the jurisdictional agency and/or the Owner if any tree is damaged by the CONTRACTOR'S operations. If, in the opinion of said agency or the Owner, the damage is such that replacement is necessary, the CONTRACTOR shall replace the tree at its own expense. The tree shall be of a like size and variety as the tree damaged, or, if of a smaller size, the CONTRACTOR shall pay to the Owner of said tree a compensatory payment acceptable to the tree owner, subject to the approval of the ENGINEER and the jurisdictional agency or Owner.

1.10.5. NOTIFICATION BY THE CONTRACTOR:

Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the CONTRACTOR shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than 3 working days nor more than 5 working days prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire.

1.10.6. UTILITY INVESTIGATION :

1.10.6.1. Prior to commencing with performance of the work, the CONTRACTOR shall conduct a field investigation for the purpose of determining existing locations of all underground utilities and facilities which are shown on the drawings. The investigation shall be made by hand or machine excavation.

All such excavations shall include removal of surface material and obstructions required to perform the excavations. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment of the utility. CONTRACTOR shall provide sheeting, shoring, and bracing as required to minimize the required size of the excavation and support adjacent ground, structures, roadways, and utilities. After the data is obtained at each excavation site, CONTRACTOR shall immediately backfill each excavation site. Backfill shall be compacted river sand full depth. The surface shall be returned to its original grade and full depth. The surface shall be returned to its original grade and condition excepting that pave areas may be temporarily surfaced and maintained where excavations required for the performance of the work coincide with the location of the investigative location. The CONTRACTOR shall be responsible for all costs associated with repair of roadways, paving, structures, underground and above ground utilities and facilities damaged in conducting the investigations.

1.10.6.2. Findings of the investigation shall be reported to the ENGINEER. The ENGINEER shall furnish one set of full size drawings for the CONTRACTOR'S field use in recording the findings of the investigation and one set of full size reproducible drawings for CONTRACTOR'S office use in transcribing the field investigation information onto same for submission to the ENGINEER. CONTRACTOR shall clearly designate all found utilities and facilities discovered whether or not shown on the contract drawings. CONTRACTOR shall provide written detailed description of any underground utility or facility conflicting with the elevation or alignment of the work.

1.10.6.3. CONTRACTOR shall describe the owner, size, material, and location of existing underground utilities and facilities. Locations and elevations shall be referenced to project stationing, distance from base line, and project bench marks.

1.10.7. SUBSURFACE OBSTRUCTIONS:

1.10.7.1. In excavation, backfilling and in laying pipe, care shall be taken not to remove, disturb, or injure existing pipes, conduits or structures. If necessary, the CONTRACTOR at his own expense, shall sling, shore up, and maintain such structures in operation.

1.10.7.2. The CONTRACTOR shall obtain the permission of and give sufficient notice to the proper authorities of their intention to remove or disturb any pipe, conduit, etc., and shall abide by their regulations governing such work.

1.10.7.3. In the event that subsurface structures are broken or damaged in the prosecution of the work, the CONTRACTOR shall immediately notify the proper authorities, and at the option of said authority, either repair the

damage at once, at his own expense, or pay the proper charges for repairing said damage. Repairs shall be made to the satisfaction of the authority. The CONTRACTOR shall be responsible for any damage to persons or property caused by such breaks or due to his own neglect in reporting and/or repairing such damages.

1.10.7.4. The OWNER or ENGINEER will not be liable for any claims made by the CONTRACTOR based on underground obstructions being different than that indicated on the plans. The CONTRACTOR shall uncover subsurface obstructions in advance of construction so that the method of avoiding same may be determined before the work reaches the obstruction.

1.10.8. CONFLICTS WITH OTHER UTILITIES:

1.10.8.1. At various locations along the project, the proposed construction may closely parallel or cross existing gas lines, buried telephone and utility lines.

1.10.8.2. Where it may be necessary to permanently relocate gas mains or telephone ducts, etc. belonging to a private utility (defined here as gas lines larger than 2-1/2 inches and telephone cables within ductwork) to allow construction of the project, or where major relocation of small services requires replacement or performing connections to the existing lines, all such relocation work is the responsibility of and must be performed by the respective utility companies. The CONTRACTOR shall immediately notify the proper utility company and the ENGINEER in writing of the occurrence and location of such required relocations.

1.10.8.3. The OWNER will not be responsible for any delay or inconvenience to the CONTRACTOR resulting from the existence, removal or adjustment of any public utility. Additional costs incurred as a result thereof shall be the expense of the CONTRACTOR, and considered as included in the contract unit prices bid for the various pay items.

1.10.8.4. Permanent relocation, or realignment of storm drains, sewer lines or public utilities shown on the drawings which may interfere with the new construction shall be the responsibility of the CONTRACTOR. Where there is no specific unit price for such work provided in the Bid Form, the cost of the work shall be included in the unit price bid for the new construction.

1.10.8.5. Where storm drains, sewer lines or public utilities shown on the drawings are removed by the CONTRACTOR to facilitate new construction, and replaced in their original position, there shall be no direct payment made and all related costs shall be included in the unit price bid for the new construction involved cables or ducts or other utilities. It shall be the CONTRACTOR'S responsibility to give the appropriate utility company sufficient advance notice so that their representatives may verify the utility

location on the job site when trenching operations begin. The CONTRACTOR shall coordinate and cooperate with these utilities to insure that no damages occur which would cause interruption of their services. All temporary support, or minor adjustment which does not require replacement or direct by-pass connections to these existing services will be the responsibility of the CONTRACTOR.

1.10.8.6. All costs of locating, repairing damage, not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy, will be paid for as extra work in accordance with the provisions of Section 2.2 of the General Conditions.

1.10.9. POLE RELOCATION AND PROTECTION:

1.10.9.1. The CONTRACTOR shall take notice of any power, telephone and traffic signal support poles along the length of the project. The relocation of all poles on the plans noted as to be relocated shall be the responsibility of and must be performed by the respective utility companies. The CONTRACTOR shall immediately notify the proper utility company and the ENGINEER in writing of the occurrence and location of such required relocations.

1.10.9.2. For all poles without a notation to be relocated, it is intended that they shall be supported with mud jacks or by other means of bracing as required to maintain them in a stable condition. The temporary support and subsequent stability of these poles will be the CONTRACTOR'S responsibility.

1.10.10. EXISTING FENCE LINES:

1.10.10.1. At various locations along the length of the project, existing fences might conflict with, or impair, construction operations. CONTRACTOR shall protect these fences in place where they do not conflict with the back-swing of machinery or otherwise impede construction. The CONTRACTOR shall contact the fence owner and arrange for the temporary removal or relocation of the fence, if required. Any fence removed or temporarily relocated shall be restored to its original condition and location unless otherwise arranged with the owners of the fence. Where it is impossible to salvage the existing materials to reconstruct the fence, the fence shall be replaced "in kind".

1.10.10.2. Unless a separate pay item has been established in the contract, all costs for such temporary removal and replacement, or "in kind" replacement, shall be included in the prices bid for other payment items or in the lump sum where a lump sum bid is taken. No direct payment will be made for fence replacement unless specifically noted.

1.10.11. EXISTING PROPERTY CORNERS:

1.10.11.1. CONTRACTOR is hereby advised of existing property comers along the left and right limits of street rights-of-way.

1.10.11.2. CONTRACTOR shall exercise extreme caution while excavating or working adjacent to or across existing lines.

1.10.11.3. Any and all existing property corners which are dislodged or destroyed as a result of negligence on the part of the CONTRACTOR shall be re-set by a Registered Land Surveyor at the expense of the CONTRACTOR prior to completion of the work.

1.11. SITE ACCESS, STORAGE AND CLEAN-UP

1.11.1. The CONTRACTOR shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the work. It shall be the CONTRACTOR'S responsibility to construct and maintain, at its own expense, any haul roads required for his construction operations.

1.11.2. TEMPORARY CROSSINGS :

1.11.2.1. General: Wherever necessary or required for the convenience of the public or individual residents at street or highway crossings, private driveways, or elsewhere, the CONTRACTOR shall provide suitable temporary bridges over unfilled excavations, except in such cases as the CONTRACTOR shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges, which written consent shall be delivered to the ENGINEER prior to excavation. All such bridges shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the CONTRACTOR shall adopt designs furnished by said authority for such bridges, or shall submit designs to said authority for approval, as may be required.

1.11.2.2. Street Use: Nothing herein shall be construed to entitle the CONTRACTOR to the exclusive use of any public street, alleyway, or parking area during the performance of the work hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed to the public without first obtaining proper governmental authority and informing the ENGINEER. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise provided or shown. Boards shall be provided to retain excavated material, if required by the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary

provisions shall be made by the CONTRACTOR to assure the use of sidewalks and the proper functioning of all gutters, sewer inlets and other drainage facilities.

1.11.2.3. Street Closure: If the CONTRACTOR determines that the closure of any street is required during construction, a formal application for a street closure shall be made to the authority having jurisdiction at least thirty (30) days prior to the required street closure in order to determine necessary signing and detour requirements.

1.11.3. OFF-SITE STORAGE:

1.11.3.1. The CONTRACTOR shall make its own arrangements for any necessary off- site storage or shop areas necessary for the proper execution of the work hereunder, and all costs therefor shall be borne by the CONTRACTOR.

1.11.4. ON-SITE STORAGE:

1.11.4.1. Materials shall be stored so as to insure the preservation of their quality and fitness for the work and in a manner that leaves the material accessible to inspectors. With the consent of the ENGINEER, material may be stored on the right-of-way provided such storage does not interfere with the prosecution of the work or impair vision or endanger public travel. Storage of material and equipment on private property will be allowed only by formal agreement between CONTRACTOR and property owner.

1.11.5. SURPLUS EARTH:

1.11.5.1. All surplus earth within public rights-of-way shall remain the property of the OWNER. Any surplus earth which may be left on a right-of-way after the excavation has been completely re-filled and grading has been completed must be removed and delivered to a location designated by the ENGINEER, within a ten (10) mile radius, as soon as possible at the CONTRACTOR'S expense.

1.11.5.2. All surplus earth within servitude and rights-of-ways shall remain the property of the property owner. Any surplus earth which may be left after excavation has been completely re-filled and grading has been completed must be left on private property for the property owner's use, unless otherwise designated on the drawings or on right-of-way or servitude agreement.

1.11.6. CLEANING SITE:

1.11.6.1. The CONTRACTOR shall keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove same from any portion of the site, material, debris or rubbish that constitutes a nuisance and is objectionable.

1.11.6.2. Any area in front of or adjacent to an existing business or residence shall be restored and cleaned as near as possible to original condition as soon as possible. If CONTRACTOR does not comply with this requirement the ENGINEER may have the work done with other forces and deduct the cost from monies owed the CONTRACTOR.

1.11.6.3. Before final acceptance, the CONTRACTOR shall restore the entire area used during construction to as near original condition as possible.

1.12. BARRICADES AND TRAFFIC CONTROL

1.12.1. BARRICADES AND TRAFFIC CONTROL :

1.12.1.1. The CONTRACTOR shall be responsible for providing safe and expeditious movement of traffic through construction zones. A construction zone is defined as the immediate areas of actual construction and all abutting areas which are used by the CONTRACTOR and which interfere with the driving or walking public.

1.12.1.2. The CONTRACTOR shall remove temporary equipment and facilities when no longer required, and shall restore grounds to original, or to specified conditions.

1.12.1.3. The necessary precautions shall include, but not be limited to, such items as proper construction warning signs, signals, lighting devices, markings, barricades, channelization, and hand signaling devices (flagging operations) as prescribed and set forth in the Louisiana Department of Transportation and Development "Standard Specifications for Roads and Bridges," 2016 or the latest edition thereof, "Manual of Uniform Traffic Control Devices". The CONTRACTOR shall be responsible for installation and maintenance of all devices and requirements for the duration of the construction period.

1.12.1.4. When the CONTRACTOR is actually ready to close any portion of a roadway carrying vehicles or pedestrians, the CONTRACTOR shall provide at least 72 hours notification to the ENGINEER and shall obtain final approval of such closings from the Department of Public Works at least 48 hours m advance of closure or traffic interruption.

1.12.1.5. The CONTRACTOR shall be responsible for removal, relocation, or replacement of any traffic control device in the construction area which exists as part of the normal pre-construction traffic control scheme. Any such actions shall be performed by the CONTRACTOR, and in accordance with the requirements of the ENGINEER and the Department of Public Works, unless otherwise specified.

1.12.1.6. The CONTRACTOR will consult with the ENGINEER immediately on any vehicular or pedestrian safety or efficiency problem incurred as a result of construction of the project. The CONTRACTOR shall immediately install such traffic control barricades, markings, signs, signals or other devices and

measures as may be required to provide for vehicle or pedestrian safety or efficiency. However, nothing in this Section or the Contract Documents including the failure of or refusal of the ENGINEER or the Parish Department of Public Works to require such devices and measures shall relieve the CONTRACTOR of his responsibility to provide a safe construction zone area at all times.

1.13. TEMPORARY ENVIRONMENTAL CONTROLS

1.13.1. The use of explosives on the work will not be permitted.

1.13.2. The CONTRACTOR shall furnish all labor, equipment and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The CONTRACTOR shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the CONTRACTOR is relieved of further responsibility by the ENGINEER. No separate payment will be allowed for dust abatement measures and all costs thereof shall be included in the CONTRACTOR'S bid price.

1.13.3. During the progress of the work, the CONTRACTOR shall keep the site of the work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The CONTRACTOR shall dispose of all rubbish and waste materials of any nature occurring at the work site, and shall establish regular intervals of collection and disposal of such materials and waste. The CONTRACTOR shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Equipment and material storage shall be confined to areas approved by the ENGINEER. Disposal of all rubbish and surplus materials shall be off the site of construction, at the CONTRACTOR'S expense, all in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Subpart H, Section 1926.252 of the OSHA Safety and Health Standards for Construction.

1.13.4. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

1.13.5. TEMPORARY DRAINAGE PROVISIONS:

1.13.5.1. CONTRACTOR shall provide for the drainage of stormwater and such water as may be applied or discharged on the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property.

1.13.5.2. Existing drainage channels and conduits shall be cleaned, enlarged or supplemented as necessary to carry all increased runoff attributable to CONTRACTOR'S operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect OWNER'S facilities and the work, and to direct water to prevent downstream flooding. The CONTRACTOR must obtain permission from the OWNER before beginning any of the above mentioned work.

1.13.6. EROSION CONTROL:

1.13.6.1. CONTRACTOR shall prevent erosion of soil on the site and adjacent property resulting from his construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection.

1.13.6.2. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

1.13.6.3. CONTRACTOR shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris or other substance will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse

1.14. MATERIALS AND EQUIPMENT

1.14.1. The word "Products," as used herein, is defined to include purchased items for incorporation into the work, regardless of whether specifically purchased for project or taken from CONTRACTOR'S stock of previously purchased products. The word "Materials" is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connection (wiring, piping, etc.). Definitions in this

paragraph are not intended to negate the meaning of other terms used in Contract Documents, including "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction", and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

1.14.2. QUALITY ASSURANCE :

1.14.2.1. Source Limitations: To the greatest extent possible for each unit of work, the CONTRACTOR shall provide products, materials, or equipment of a singular generic kind from a single source.

1.14.2.2. Compatibility of Options: Where more than one choice is available as options for CONTRACTOR'S selection of a product or material, the CONTRACTOR shall select an option which is compatible with other products and materials already selected (which may have been from among options for those other products and materials). Total compatibility among options is not assured by limitations within Contract Documents, but must be provided by CONTRACTOR. Compatibility is a basic general requirement of product/material selections.

1.14.3. PRODUCT DELIVERY-STORAGE-HANDLING :

1.14.3.1. The CONTRACTOR shall deliver, handle, and store products in accordance with manufacturer's written recommendations and by methods and means which will prevent damage, deterioration, and loss, including theft. Delivery schedules shall be controlled to minimize long- term storage of products at site and overcrowding of construction spaces. In particular, the CONTRACTOR shall provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

1.14.4. TRANSPORTATION AND HANDLING:

1.14.4.1. Products shall be transported by methods to avoid product damage and shall be delivered dry in undamaged condition in manufacturer's unopened containers or packaging.

1.14.4.2. The CONTRACTOR shall provide equipment and personnel to handle products, by methods to prevent soiling and damage.

1.14.4.3. The CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces

1.14.5. STORAGE AND PROTECTION:

1.14.5.1. Products shall be stored in accordance with manufacturer's written instructions, with seals and labels intact and legible.

1.14.5.2. Storage shall be arranged to provide access for inspection. The CONTRACTOR shall periodically inspect to assure products are undamaged and are maintained under required conditions.

1.14.5.3. Storage shall be arranged in a manner to provide access for maintenance of stored items and for inspection.

1.14.6. ENCLOSED STORAGE:

1.14.6.1. Products subject to damage by the elements shall be stored in substantial, weather-tight enclosures.

1.14.6.2. Temperature and humidity shall be maintained within ranges stated m manufacturer's written instructions.

1.14.6.3. The CONTRACTOR shall provide humidity control and ventilation for sensitive products as required by manufacturer's written instructions.

1.14.6.4. Unpacked and loose products shall be stored on shelves, in bins, or in neat groups of like items.

1.14.7. EXTERIOR STORAGE:

1.14.7.1. The CONTRACTOR shall provide substantial platforms, blocking, or skids to support fabricated products above ground and shall slope to provide drainage. Products shall be protected from soiling and staining.

1.14.7.2. Products subject to discoloration or deterioration from exposure to the elements shall be covered with impervious sheet material. Ventilation shall be provided to avoid condensation.

1.14.7.3. Loose granular materials shall be stored on clean, solid surfaces such as pavement, or on rigid sheet materials to prevent mixing with foreign matter.

1.14.7.4. Surface drainage shall be provided to prevent erosion and ponding of water

1.14.7.5. The CONTRACTOR shall prevent mixing of refuse or chemically injurious materials or liquids.

1.14.8. MAINTENANCE OF STORAGE:

1.14.8.1. Stored products shall be periodically inspected on a scheduled basis. The CONTRACTOR shall maintain a log of inspections and shall make said log available to the ENGINEER on request.

1.14.8.2. The CONTRACTOR shall verify that storage facilities comply with manufacturer's product storage requirements.

1.14.8.3. The CONTRACTOR shall verify that manufacturer-required environmental conditions are maintained continually.

1.14.8.4. The CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of Contract Documents.

1.14.9. MAINTENANCE OF EQUIPMENT IN STORAGE:

1.14.9.1. For mechanical and electrical equipment in long-term storage, the CONTRACTOR shall provide a copy of the manufacturer's service instructions to accompany each item, with notice on enclosed instruction shown on exterior of package.

1.14.9.2. Equipment shall be serviced on a regularly scheduled basis, and a log of services shall be maintained and submitted as a record document to the ENGINEER.

1.15. EQUIPMENT TESTING, OPERATOR TRAINING AND FACILITIES START-UP

1.15.1. Equipment testing, operator training and facilities start-up are requisite to satisfactory completion of the contract and, therefore, shall be completed within the contract time. Except where otherwise provided, all work, specified in this Section shall be performed at no additional cost to the OWNER.

1.15.2. EQUIPMENT TESTING AND OPERATOR TRAINING:

1.15.2.1. Upon completion of installation and prior to start-up, CONTRACTOR shall furnish in triplicate, statements from equipment suppliers to the effect that equipment supplied has been correctly installed and is ready for operation.

1.15.2.2. The CONTRACTOR shall be responsible for scheduling all operations testing. The CONTRACTOR is advised that the ENGINEER and the OWNER'S operating personnel will witness operations testing.

1.15.2.3. The equipment supplier's representative shall be required to instruct the OWNER'S operating personnel in correct operation and maintenance procedures. Such instruction shall be provided while the respective representative’s equipment is fully operational. On-site instruction shall be given by qualified persons who have been made familiar in advance with the equipment and systems. The CONTRACTOR shall have previously furnished the technical manuals required under Section entitled "Contractor Submittals" of the Technical Provisions.

1.15.2.4. The CONTRACTOR shall notify the ENGINEER at least five (5) working days in advance of each equipment test and training session.

1.15.2.5. The CONTRACTOR shall furnish all personnel, power, water, chemicals, fuel, oil, grease, and all other necessary equipment, facilities, and services required for conducting the tests.

1.15.3. FACILITIES START-UP PERIOD:

1.15.3.1. The ENGINEER will be available prior to and during the start-up period to provide technical support to the CONTRACTOR.

1.15.3.2. The CONTRACTOR shall be required to start-up the facilities, and operate it for a period of 7-days (24 hours per day), at the design flow rate, or at a flow rate determined by the ENGINEER. Resident project representative will be required only for the normal work day during the start-up period.

1.15.3.3. The CONTRACTOR shall provide operating personnel for the duration of the start-up period. Additionally, the CONTRACTOR shall provide all water, power, chemicals, and other consumables required for the start-up period.

1.15.3.4. The start-up period shall not be commenced until all required leakage tests, equipment and facilities tests have been completed to the satisfaction of the ENGINEER.

1.15.3.5. All defects in materials or workmanship which appear during this start-up period shall be immediately corrected by the CONTRACTOR. Time lost for equipment repairs, wiring corrections, control point settings, or other reasons which actually interrupt the start-up period may, at the discretion of the ENGINEER, be justifiable cause for extending the start-up period duration.

1.15.3.6. During the start-up period, the CONTRACTOR shall provide the services of authorized representatives of the equipment manufacturers and suppliers, in addition to those services required under operations testing, as necessary, to correct faulty equipment operation.

1.15.3.7. During the start-up period, the CONTRACTOR shall keep records of the operations, in accordance with the instructions of the ENGINEER.

1.16. PROJECT CLOSE-OUT

1.16.1. The CONTRACTOR shall promptly remove from the vicinity of the completed work, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the work by the OWNER will be withheld until the CONTRACTOR has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

1.16.2. The CONTRACTOR shall establish dates for equipment testing, acceptance periods, and on-site instructional periods as required under the contract. Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the OWNER, the ENGINEER, and their authorized representatives sufficient time to schedule attendance at such activities.

1.16.3. FINAL SUBMITTALS:

1.16.3.1. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the ENGINEER for transmittal to the OWNER:

a. Written guarantees, where required.

b. Operating manuals and instructions.

c. Keying schedule.

d. Maintenance stock items; spare parts; special tools.

e. Completed record drawings.

f. Bonds for roofing, maintenance, etc., as required.

g. Certificates of inspection and acceptance by local governing agencies having jurisdiction.

h. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of the law.

1.16.4. MAINTENANCE AND GUARANTEE:

1.16.4.1. The CONTRACTOR shall comply with the maintenance and guarantee requirements contained in Section I Article 13 of the General Conditions.

1.16.4.2. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless the CONTRACTOR shall have obtained a statement in writing from the affected private owner or public agency releasing the OWNER from further responsibility in connection with such repair or resurfacing.

1.16.4.3. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the OWNER. If the CONTRACTOR fails to make such Repairs or replacements promptly, the OWNER reserves the right to do the work and the CONTRACTOR and his surety shall be liable to the OWNER for the cost thereof.

END OF SECTION

SECTION 01 71 13

MOBILIZATION AND DEMOBILIZATION

SECTION 01 71 13
MOBILIZATION AND DEMOBILIZATION

PART 1 INTRODUCTION

1.1 SCOPE

A. This Work consists of preparatory Work and operations, including those necessary for movement of personnel, equipment supplies and incidentals to the project site; the establishment of offices, buildings and other facilities necessary for Work on the project; the cost of bonds and any required insurance; and other pre-construction expenses necessary for start of the Work, excluding the cost of construction materials.

B. This Work shall also consist of post construction Work and operations, including those necessary to undo/remove any of the above mentioned items.

C. Reimbursement for this item shall not exceed 10% of the contract base bid including mobilization and demobilization.

PART 2 MEASUREMENT AND PAYMENT

2.1 MEASUREMENT

A. Arbitrary Mobilization by CONTRACTOR

The OWNER will pay for mobilization and demobilization only once each. Should the CONTRACTOR elect to demobilize prior to completing the project, such demobilization and subsequent remobilization shall be at no cost to the OWNER.

B. Ratio of Mobilization and Demobilization Effort

Sixty percent (60%) of the lump sum price will be paid to the CONTRACTOR upon completion of mobilization to the work site and the remaining forty percent (40%) will be paid to the CONTRACTOR upon completion of demobilization.

C. Justification of Mobilization Costs

In the event that the ENGINEER considers the amount in this item, sixty percent (60%) and forty percent (40%) which represents mobilization and demobilization respectively, does not bear a reasonable relation to the cost of the Work in this contract, the ENGINEER may require the CONTRACTOR to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the ENGINEER will result in payment of actual mobilization costs, as determined by the ENGINEER at the completion of mobilization, and actual demobilization costs at the completion of demobilization, and payment of the remainder of this item in the final payment under this contract. The determination of the ENGINEER is not subject to appeal.

2.2 PAYMENT

A. Payment for the items listed below shall include all materials, equipment, labor and incidentals necessary to complete the work as shown on the drawings, and shall be paid under:

Item No.	Pay Items	Pay Units
G-01	Mobilization and Demobilization	Lump Sum

END OF SECTION 01 71 13

SECTION 01 74 00

CLEANING AND WASTE MANAGEMENT

SECTION 01 74 00
CLEANING AND WASTE MANAGEMENT

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 REQUIREMENTS

A. During the progress of the work, keep the project site in a neat and clean condition that is free of debris to the satisfaction of the Engineer. All materials and debris accumulated in conjunction with completing this work shall be legally recycled or disposed of by Contractor off-site.

B. Furnish labor, containers, transportation and payment of fees associated with recycling, reuse, salvage and disposal of demolition and construction materials. Do not use Owner refuse or recycling containers.

1.3 RECYCLING

A. Recover for reuse and recycling debris and waste materials from the Work to achieve a minimum goal of diverting 75 percent of total Project waste (by weight) from landfill. Materials that can not be reused nor recovered and recycled shall be disposed of as waste and debris in a legal and conscientious manner. Contractor may keep all revenues and other incentives for recycling materials from the project.

B. Recycle, re-use or salvage all of the following materials removed during demolition or transported to the project site and not incorporated into the Project. Provide separate containers with identifying signage for source separation of the following resources. Do not transport these materials to a landfill site:
   1. Household recyclables including office paper, plastic bottles, plastic wrapping, etc.
   2. Clean dimensional wood
   3. Concrete
   4. Concrete Block, Brick
   5. Cardboard and Paper Board
   6. Glass
   7. Gypsum Boards
   8. Paint (Non-Lead Based Paints)
   9. Metal/Copper/Aluminum/Steel
   10. Organic material suitable for composting or other recycling
   11. Carpet and carpet padding

C. Asphalt grindings shall be delivered from the Project to a location on University property, within 5 road miles from the Project site as designated by the University's Representative. Transportation cost shall be borne by the Contractor.

1.4 DISPOSAL

A. All excess soil shall be disposed of by the Contractor off-site, at no additional cost to the Owner.

B. Solvents, oils and any other material that may be harmful to plant life shall be disposed of in containers. At completion of work, any contaminated soil shall be removed from the Owner’s property and replaced with good soil by Contractor at no additional cost to the Owner.

C. Do not burn or bury waste materials on the Owner's property.

1.5 SUBMITTALS

A. The Waste Management Plan shall include a list of anticipated types and quantities of waste materials generated from the project site and proposed siting locations for waste/recycling containers. The plan shall identify materials to be recycled, re-used, or salvaged. It shall include efforts at source reduction, material handling procedures, and collection of weight and hauling destination information.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 WASTE MANAGEMENT PLAN IMPLEMENTATION

A. Designate an on-site person responsible for instructing workers and overseeing sorting and recording of waste/recyclable materials.

B. Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

C. The Construction Waste Management meetings shall include subcontractors affected by the Waste Management Plan as well as the Engineer.

D. Limit recycling and waste bin areas to areas approved on the Waste Management Plan. Keep recycling and waste bins neat and clearly marked in order to avoid contamination of materials. Recycled, re-used and salvaged materials shall be sorted on-site unless the Contractor can demonstrate that there is insufficient space to accommodate it.

E. Do not stockpile resources or waste on-site beyond the period necessary for sorting and accumulation of practical quantities for transport off-site. Provide for periodic collection of resources or waste and transportation off-site.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. The contract unit price for Cleaning and Waste Management shall include furnishing all labor, material, tools, equipment and any incidental items required to complete the work required by the plans and as specified.

4.2 PAYMENT

A. Payment for the items listed below shall include all material, equipment, labor, and incidentals necessary to complete the work as shown on the drawings, and shall be paid under:

Item No.	Pay Item	Pay Unit
ER-03	Remove and Dispose of Large Tree on Fire Station	Each
I-03	Clean Floors Throughout Building (Engine Room)	Square Feet

END OF SECTION 01 74 00

SECTION 02 85 00

MOLD REMEDIATION

SECTION 02 85 00
MOLD REMEDIATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION OF WORK

A. The Engineer will furnish the Contractor, in the contract documents, an initial Microbial Assessment Survey with containment categories and remediation methods specified for each work area and material within the work area.

1.3 SUBMITTALS

A. Preconstruction Submittals: Within 10 days from the award of the contract and prior to the start of the work, submit to the Engineer six copies of the following items for review and permanent file.
   1. Ventilation System Mold Remediator Qualifications
   2. Preliminary Visual Assessment Report
   3. Microbial Remediation
   4. Respiratory Protection Program
   5. Worker Records
   6. Certified Industrial Hygienist (CIH)/Industrial Hygienist (IH) Qualifications

B. Product Data: Within 10 days of contract award, submit product data for items identified for use in Microbial Remediation Plan.
   1. Disinfectants or Biocide Sanitizing Solutions
   2. Fungicidal Agents
   3. Personal Protective Equipment (PPE)
   4. Pressure Differential Measuring Instrument
   5. Safety Data Sheets (SDS) for All Materials
   6. Dehumidifiers
   7. Air Filtration Units

C. Test Reports
   1. IH Daily Reports: Prepare a written IH Daily Report for each day that microbial remediation work is being accomplished. Submit the IH Daily Report to the Engineer the following day. The IH Daily Report at a minimum must include measurements of differential pressure and temperature and relative humidity in work areas, and detail any non-compliance issues observed.

D. Closeout Submittals
   1. Submittals at Completion of Remediation Work

1.4 RECORD KEEPING

A. A Daily Project Log must form a permanent record of the project. Secure and maintain these logs and any other required documentation as part of the permanent project file.

B. The Microbial Remediation Supervisor must maintain a Daily Project Log. The Daily Project Log must be used each day of the project to document the following information.
   - Date.

- Name of Microbial Remediation Supervisor.
- Name of Industrial Hygienist monitoring work area.
- Number of workers on site.
- Equipment utilized
- Brief description of daily work activities.
- Listing of any non-compliance noted, emergencies, stop work orders (with detailed explanation), and descriptions of any other significant events.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
   1. Product name or title of material.
   2. Product description (generic classification or binder type).
   3. Manufacturer's stock number and date of manufacture.
   4. Contents by volume, for pigment and vehicle constituents.
   5. Thinning instructions.
   6. Application instructions.
   7. Color name and number.
   8. VOC content.

B. Store materials not in use in tightly covered containers in a well-ventilated area in accordance with manufacturer’s written storage instructions. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
   1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

PART 2 PRODUCTS

2.1 DISINFECTANTS, BIOCIDES, SNAITIZING SOLUTIONS, AND FUNGICIDAL AGENTS, (EPA)

A. Must be EPA Registered for the use detailed in the Microbial Remediation Plan and used in accordance with the manufacturer's specifications. Provide SDS sheets to the Engineer for any chemicals that will be used during the performance of the work for approval.

2.2 HAZARD COMMUNICATION

A. Adhere to all parts of 29 CFR 1926.59 and provide the Engineer with a copy of the Safety Data Sheets (SDS) for all materials brought to the site.

PART 3 EXECUTION

3.1 EQUIPMENT

B. Provide manufacturer's certificate of compliance for all equipment used to contain the microbial contamination.

3.2 GENERAL REQUIREMENTS

A. Meet with the Engineer prior to beginning work to discuss in detail the Microbial Remediation Plan, including work procedures and safety precautions. Once approved by the Engineer, the plan will be enforced as if a part of this specification. Any variances to the specification as a result of the plan must

be specifically identified to allow for free discussion and approved by the Engineer in writing prior to starting work. Before work in areas with Asbestos Containing Materials (ACM), Presumed Asbestos Containing Materials (PACM) and Lead begins, identify the presence, location, and quantity of ACM, PACM and Lead. Ensure proper notification of regulatory authorities. Consult with Engineer to obtain facility ACM / LBP surveys. Mitigate any disturbance of painted/coated surfaces in accordance with 29 CFR 1926.62, 29 CFR 1926.1126 and 29 CFR 1926.1127.

B. Containment Entry/Exit Procedure: Ensure that each worker and authorized visitor follows entry and exit procedures detailed in the Microbial Remediation Plan.

3.3 REMOVAL PROCEDURES

A. Perform work in a manner to minimize the damage or contamination to areas outside or directly adjacent to the work area. Inspect areas inside and outside proposed work areas to identify existing damage and notify Engineer prior to start of work.

B. Where materials outside work area are damaged or contaminated as a result of the Contractors work efforts as verified by the Engineer using visual inspection or sample analysis, it must be restored to its original condition or decontaminated by the Contractor at no expense to the Owner as deemed appropriate by the Engineer. Should adjacent or outside areas become contaminated as a result of the Contractors work efforts, stop work immediately. clean the newly contaminated areas at no additional expense to the Owner. The work may proceed at the discretion of the Engineer once the area has been verified by visual inspection as restored.

C. The removal of contaminated materials must follow in general the listed sequence of work. The Contractor may make changes to improve work flow with the approval of the Engineer.

- Provide level of containment and PPE required by the Microbial Remediation Plan.
- Disable all HVAC units and exhaust fans in the area to be remediated. Cover and seal all supply vents, return vents, and air handling units in the project area using two layers of 0.15 millimeter 6 mil poly (IHFOM, CH 13, Sec. 3).
- Protect materials to remain in work area. Where possible, clean all materials to be salvaged in place to prevent possible cross-contamination created by moving materials through non-remediation areas.
- Remove undamaged items and materials to be cleaned and salvaged from the work area. Store materials in an area with relative humidity maintained below 60 percent and where temperatures will not damage the material. Notify Engineer of existing damage to items prior to removal.
- Set up containments, including protection of materials remaining within the containment and AFUs. Notify Engineer that the area is prepared for remediation activities.
- Pre-demolition inspection by the Engineer.
- Demolition and removal / cleaning of contaminated materials.
- Post-remediation inspection by the Engineer.
- Perform final cleaning in the containment.
- Clean carpet in the containment if salvageable.
- Clearance inspection by the Engineer.
- Duct and HVAC cleaning, if necessary.
- Deconstruction of containment, removal of AFUs.
- Return previously items that were removed and cleaned to the occupied area.

C. Remediation Procedures

Method of remediating non-porous items:

- HEPA vacuum all surfaces.
- Damp wipe all surfaces using clean water or a detergent solution.

- Ensure all cleaned surfaces are dried thoroughly.

D. Use this method for remediating unfinished wood-based items, including wood and wood framing in wall cavities:

- Cleaning
  - HEPA vacuum all surfaces.
  - Scrub surfaces with a brush and detergent to remove mold.
  - Ensure all cleaned surfaces are dried thoroughly.
  - HEPA vacuum all surfaces to remove dust.
  - Repair finishes as required to match original.

- Removal
  Where unfinished wood product has been structurally damaged, remove and replace with an equivalent product. This includes wall studs and sheathing, such as OSB used in flooring, wall, or roof construction. Lightly mist mold contaminated material before removal.

E. Use this method for surface cleaning semi-porous materials such as concrete, vinyl wall covering, linoleum, leather furniture, and finished wood products:
- HEPA vacuum all surfaces.
- Damp wipe all surfaces using clean water or a detergent solution. Avoid over-wetting the material. Ensure all materials are dried thoroughly.

F. Carpet
- Removal: Remove carpet that has remained wet for 48-hours or longer (AIHA IMOM08-679). If carpet has dried out, lightly mist before removal.
- Cleaning (for carpet that has been wet for less than 48-hours) AIHA IMOM08-679: Use a dry absorbent compound cleaning method as designated by IICRC S100. This method uses an absorbent compound to dissolve, suspend and absorb carpet soils. It does not add moisture back into the carpet. Ensure carpet is dried thoroughly after cleaning.

G. Gypsum Wallboard (GWB)
- Removal: Remove Gypsum Wallboard that has remained wet for 48-hours or longer (AIHA IMOM08-679), or has visible mold growth. Where removal of GWB exposes insulation, remove the insulation. Lightly mist all contaminated materials before removal.
- Surface Cleaning: Where GWB has a small amount of surface mold growth and the GWB is structurally sound, a surface cleaning method may be used with the permission of the Engineer. HEPA vacuum all surfaces and wipe down with a detergent solution. Do not use surface cleaning where mold growth penetrates wallboard substrate. Thoroughly dry the cleaned areas and paint to lock down any residual spores.

H. Ceiling Tile
- Removal: Remove ceiling tile that has remained wet for 48-hours or longer, or has visible mold growth (AIHA IMOM08-679). If ceiling tile has dried out lightly mist before removal.

I. Paper/Electronic Media and Sensitive Equipment

Classified and Controlled Unclassified Information whether it is paper, electronic media or equipment must be properly safeguarded / secured until it is properly destroyed in accordance with SECNAV M-5510.36 and it cannot be discarded without utilizing the proper destruction methods. Contractor personnel cannot be granted access to classified information or Controlled Unclassified Information until they have met the security requirements stated in the paragraph SECURITY REQUIREMENTS.
- Removal: Only papers or documents that are unclassified and do not contain controlled unclassified information can be discarded in the trash. Classified and Controlled Unclassified information must

be destroyed by appropriately cleared military, government or contractor personnel using an approved DOD destruction method for that specific level of information. Discard paper materials that have remained wet for 48-hours or longer, or that have visible mold growth. Paper materials that have been wet for less than 48-hours may be allowed to dry if approved by the Engineer.

- Containment: Where paper materials, such as personnel records must be retained, the following containment methods may be used with the permission of the Engineer. The method of containment for paper products shall be:
  - Thoroughly dry the paper material. Classified and Controlled Unclassified Information must be safeguarded at all times in a GSA approved security container, restricted area, vault, or under the direct physical control of appropriately cleared personnel.
  - Where routine access to the material is required, a copy shall be made. Contractor personnel shall not reproduce copies of classified information or controlled unclassified information without the prior written approval of the Engineer and the Owner. If approval is obtained, only appropriately cleared Contractor personnel shall be authorized to reproduce the information and they must use only DOD authorized reproduction equipment.
  - When not in use, the classified and controlled unclassified information must be secured in an approved GSA security container, restricted area, or vault. Limit access to the container to only appropriately cleared personnel. Implement an access procedure involving opening the container in a secure area with provision for capturing mold spores and respiratory protection for workers opening the container for these materials. Store the container in an area where the relative humidity is maintained below 60 percent to prevent further mold growth.

J. Textiles
- Discard textiles with visible mold growth.
- Clean textile based items, including clothing, linens, and toys that do not have visible mold growth, but have been wet, in standard commercial or residential washing machines with standard washing machine detergent.
- Dry all items completely before returning to the building / house.
  - When possible, use dryers to dry items.
  - If dryers will cause irreversible harm to the item, hang the item on a drying rack in a temperature and humidity controlled space. Discard items not dry within 48-hours (AIHA IMOM08-679).

K. Upholstered Furniture
- Removal: Discard upholstered furniture that has remained wet for 48-hours or longer (AIHA IMOM08-679), or that have visible mold growth.
- Cleaning: Clean upholstered furniture that has been exposed to mold spores but does not have visible mold growth by HEPA vacuuming upholstery and wood or metal structure, followed by a damp wipe of semi-porous or non-porous portions of the furniture. Dry furniture thoroughly after cleaning.

3.4 DUCT AND HVAC SYSTEM CLEANING

A. Contractor Qualifications
1. The Owner will The HVAC cleaning contractor must be a certified member of NADCA.
2. The HVAC cleaning contractor must have at least one individual with Ventilation System Mold Remediator Qualifications certified by NADCA onsite during duct and HVAC system cleaning.

B. Inspection: IH must visually inspect the HVAC system serving all work areas (or as required in the initial Microbial Assessment Survey performed by the Owner), and determine if additional remediation is needed to clean the HVAC system, thus preventing re-contamination. Coordinate inspection with the Engineer. Notify the Engineer of the inspection results. The Contractor must receive written approval from the Engineer before proceeding with HVAC microbial remediation.

C. Conduct the following actions if authorized by the Engineer.
- Follow requirements of the NADCA ACR "Standard for Assessment, Cleaning, and Restoration of HVAC Systems".
- Using a "gassing" or "fogging" method of cleaning with gaseous chlorine dioxide or ozone is not allowed.
- Disable all HVAC equipment prior to cleaning any component of the system.
- Use this method for cleaning the air handling units, terminal units, blowers and exhaust fans:
  - Construct a limited containment around equipment to be cleaned. Provide appropriate PPE for workers.
  - Remove filters. Seal filters in 6 mil (IHFOM, CH 13, Sec. 3) poly bags for disposal.
  - Disassemble units as necessary to clean components. Contractor is responsible for correctly re-assembling equipment after cleaning.
  - Clean disassembled components within the containment or in a separate two chamber cleaning containment. Seal disassembled components in 6 mil (IHFOM, CH 13, Sec. 3) poly bags for transport out of building/house. HEPA vacuum bags before removing them from the containment or airlock.
  - HEPA vacuum all surfaces.
  - Damp wipe all non-porous surfaces and components with clean water or a detergent solution.

D. Use this method for cleaning HVAC coils:
- Follow clean coils using a method which will render the coil visibly clean. Coil cleaners must be non-acidic / alkaline, detergent based. Clean condensate drain pans. The drain for the condensate drain pan must be operational during the cleaning.
- Rinse coils and drain pans with clean water to remove any latent residues.
- Cleaning methods must not cause damage to the coil surface or fins.
- Cleaning must restore the coil pressure drop to within 10 percent of the pressure drop measured when the coil was first installed. If the original pressure drop is not known, the coil is considered clean only if the coil is free of foreign matter and chemical residue.

E. Use this method for cleaning the duct system:
- During cleaning, connect a vacuum collection system to the downstream end of the section being cleaned. The vacuum collection device must be of sufficient power to render all areas of duct being cleaned under negative pressure relative to rooms and areas of duct not being cleaned. Negative pressure must be verified at the furthest point from the collection system with a micromanometer and verification measurements included in the IH Daily Report.
- Equip the vacuum collection systems with HEPA filters. Exhaust the vacuum collection systems directly to the outside.
- Use mechanical agitation devices to dislodge debris adhered to the ductwork, such that debris may be safely conveyed to vacuum collection devices. Cleaning methods must not damage the integrity of the ductwork, nor damage porous surface materials such as liners inside the ductwork.
- HEPA vacuum duct surfaces.
- When possible, damp wipe metal duct surfaces with clean water or detergent solution. Do not wet fibrous glass thermal or acoustical insulation.
- Identify areas where there is evidence of damage to or uncleanable mold in duct insulation. The Engineer will make the decision to discard the insulation, if necessary.

F. Final clearance of HVAC and duct system will be based on a visual assessment (no visible dust, no visible mold) by Engineer. If HVAC fails final clearance inspection, additional corrective actions taken by the contractor will be at no additional cost to the Owner.

3.5 FIRE PROTECTION

A. Provide portable fire extinguishers within the containment area and outside the decontamination unit. Fire extinguishers must be rated for the class of fire hazards in the work area and must be sized for coverage of the areas within the containment. At a minimum, one 10 pound ABC fire extinguisher for every 1,000 square feet must be strategically placed around the containment. Personnel must be trained for emergency egress and the use of fire extinguishers. Notify fire officials of work activities as required.

3.6 CONSTRUCTION BARRIERS

A. Provide interior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities or work to remain. Shoring, bracing or support will be necessary when structural wood studs or metal framing need to be removed and replaced when they cannot be cleaned.

B. Do not disturb microbial-contaminated building materials while isolating work areas. This precaution prevents the release of microbial spores.

C. Workers must wear respirators and other PPE as outlined in the microbial remediation plan when installing critical barriers where microbial contaminated surfaces (walls or surfaces with visible settled dusts) are likely to be disturbed. Operate an AFU if disturbance is likely during setup.

D. Monitor the air pressure differential across work area containments. The monitoring system must be in place before the start of remedial activities. Verification by the Industrial Hygienist is required prior to the start of the microbial remediation.

3.7 QUALITY ASSURANCE/QUALITY CONTROL REQUIREMENTS

A. Work must be performed by a qualified remediation contractor. Contractor must carry insurance that specifically covers mold remediation.

- Remediation contractor's on-site supervisor must have one of the following certifications: Certified Microbial Remediator (CMR), Certified Microbial Remediation Supervisor (CMRS), or Applied Microbial Remediation Specialist (AMRS). Qualified supervisor must be onsite whenever active remediation is being performed. Set-up activities may be performed without supervisor present; qualified supervisor must review set-up prior to start of work.
- Mold remediation workers must be given training in PPE and mold remediation activities as required for their particular job. Microbial remediation plan must provide details of worker training.

B. Waste Management and Removal: Keep the site and work area free from accumulations of dust, waste materials, or rubbish caused by Contractor operations and free from any flammable materials or other sources of fire hazard. Remove all waste materials and rubbish from and about the work site in strict accordance with the specifications and applicable codes and regulations.

C. Post-Remediation Inspection

- Clean up all debris and dust in interior spaces outside the work area resulting from the Contractor's remediation work.
- After all visible accumulations of material and debris are removed from the containment, provide the Engineer a 24 hour notice for a final clearance visual inspection. The Engineer and the Contractor’s Industrial Hygienist must conduct a thorough visual inspection of the work area. If during this inspection any visible debris or microbial contamination are observed, the Contractor must re-clean the work area without additional cost to the Owner.

D. Clearance

- Clearance will be based on visual assessment (all visible mold removed, all visible dust removed, based on a "white glove" test) by Engineer. "White glove" test will consist of wiping the surface with a clean cloth of color suitable to reveal expected type of dust. For most surfaces, a white cloth is suitable. For GWB dust, a dark cloth may be more appropriate.
- Failed remediation areas will be recleaned at no additional cost to the Owner and the AFUs kept in operation another 12-hours, followed by another visual assessment. Subsequent failures will follow the same routine until a pass condition is secured.

3.8 CLEAN-UP AND DISPOSAL

A. Disposal of Material: Dispose of contaminated bagged waste materials removed during this remediation as general construction debris. Follow all applicable local, State, and Federal requirements for the disposal of this material.

B. Place waste, as waste is removed, into a disposal container promptly. Disposal containers must consist of at a minimum, two layers of clear 6 mil (IHFOM, CH 13, Sec. 3) polyethylene bags. Tape bags in a gooseneck fashion to form an airtight seal and label appropriately. Bag waste from vacuums equipped with HEPA filters in 6 mil (IHFOM, CH 13, Sec. 3) polyethylene bags.

C. HEPA vacuum and damp wipe bags of contaminated waste material prior to removal from the building. When possible pass the bags directly from the containment or airlock to the outside. Transport bags to a dumpster.

D. Should the Contractor encounter any hazardous materials, notify the Engineer immediately for direction.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. The contract price per lump sum for Mold Remediation shall include furnishing all labor, materials, tools, equipment and any incidental items required to complete the work required by the plans and as specified.

4.2 PAYMENT

A. Payment for the items listed below shall include all materials, equipment, labor and incidentals necessary to complete the work as shown on the drawings, and shall be paid under:

Item No.	Pay Items	Pay Units
R-01	Mold Testing and Clean-Up	Each

END OF SECTION 02 85 00

Indoor Environmental Quality and Asbestos Survey Report

Lafourche Parish Fire District 3
Hurricane Ida Damages Restoration
West Larose – Station 3
153 West 25th Street
Cut Off, Louisiana

November 5, 2021
Terracon Project ET217337 Task 6

Prepared for:
Lafourche Parish Fire District 3
Lafourche Parish, Louisiana

Prepared by:
Terracon Consultants, Inc.
New Orleans, Louisiana

November 5, 2021

Lafourche Parish Fire District 3
c/o CSRS Disaster Recovery Management, LLC
8555 United Plaza Blvd
Baton Rouge, LA 70809

Attn: Mr. R. Todd Mann, AIA, PMP
E: todd.mann@csrsinc.com
P: (225) 761-3582

RE: Indoor Environmental Quality and Asbestos Survey Report
Lafourche Parish Fire District 3 - Hurricane Ida Damages Restoration
West Station 3
153 West 25th Street
Cut Off, Louisiana 70605
Terracon Proposal No. ET217337

Dear Mr. Mann:

Terracon Consultants, Inc. (Terracon) is pleased to present the results of the Indoor Environmental Quality Assessments and Asbestos Survey conducted at the site located at the above referenced address in Cut Off, Louisiana, on October 16, 2021. This assessment was conducted in accordance with Terracon proposal PET217337 dated October 12, 2021.

Terracon appreciates the opportunity to provide these services to the Lafourche Parish Fire District 3 and CSRS Disaster Recovery Management, LLC. If we can provide any additional environmental, occupational health, or safety-related services, please contact us at (504) 818-3638.

Sincerely,
Terracon Consultants, Inc.

Jeff A. Delise
Project Manager

Jason M. Maloney, P.E.
Environmental Manager
Authorized Project Reviewer

TABLE OF CONTENTS

1.0 PROJECT DESCRIPTION 1
1.1 Scope of Services 1
1.2 Standard of Care 1
1.3 Reliance 2
2.0 INDOOR ENVIRONMENTAL QUALITY ASSESSMENT 2
2.1 Protocol and Criteria 2
2.2 Findings 4
2.3 Temperature and Relative Humidity Measurements 5
2.4 Conclusions and Recommendations 6
3.0 ASBESTOS SURVEY 7
3.1 Field Activities 7
3.2 Sample Analysis 8
3.3 Regulatory Overview 8
3.4 Findings and Recommendations 10

APPENDICES

APPENDIX A: Asbestos Summary Tables
APPENDIX B: Laboratory Reports
APPENDIX C: Exhibit(s)
APPENDIX D: Certifications

INDOOR ENVIRONMENTAL QUALITY AND ASBESTOS SURVEY REPORT

Lafourche Parish Fire District 3 - Hurricane Ida Damages Restoration
West Larose
153 West 25th Street
Cut Off, Louisiana
Terracon Project ET217337 Task 6
November 5, 2021

1.0 PROJECT DESCRIPTION

Terracon Consultants, Inc. (Terracon) conducted an indoor air quality and hazardous materials assessment on October 16, 2021, within the structure referenced above. This assessment was conducted in accordance with Terracon proposal PET207337 dated October 12, 2021.

1.1 Scope of Services

The scope of services for this project included:

- Physical assessment of building materials;
- Sampling for mold spores (if applicable);
  - Suspect visible mold growth was not observed on non-moisture damaged building materials; therefore, swab samples were not collected from the site.
- Sampling of suspect asbestos-containing materials (ACM);
- Preparation of this report.

1.2 Standard of Care

The site visit was conducted at the subject site on October 16, 2021. Terracon did not attempt to identify every potential exposure or hazard present in the subject building. This assessment was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our investigation. Many factors, such as weather conditions, occupancy, ventilation patterns and seasonal variations in fungal concentrations can affect the conditions observed. The information contained in this report should not be relied upon to represent conditions that existed prior to or after this investigation. Terracon does not warrant the services of regulatory agencies, laboratories, or other third parties supplying information that may have been used in the preparation of this report.

1.3 Reliance

The report has been prepared on behalf of and exclusively for use by the Lafourche Parish Fire District 3 and CSRS Disaster Recovery Management, LLC for specific application to their project as discussed. No other individual or entity may rely on this report without written permission of Terracon and the client. Reliance on this report by the client and all authorized parties will be subject to the key understandings and limitations stated in the proposal, this report, and Terracon's agreement for services with the client.

2.0 INDOOR ENVIRONMENTAL QUALITY ASSESSMENT

2.1 Protocol and Criteria

2.1.1 Physical Assessment

The physical assessment was conducted to determine whether visible building materials were impacted by moisture intrusion or condensate formation, and to identify the presence of suspect visible mold growth (SVG). The assessment focused primarily on collecting observational data (i.e., information obtained by physical assessment of the building and interviews with the building management, owners, and occupants). The physical assessment can help to formulate plans for more in-depth investigation.

The physical assessment included:

- an examination of the physical structure and potential indoor and outdoor sources of moisture intrusion;
- the identification of any discoloration or odor that could indicate moisture intrusion, water damage, and/or SVG;
- using an infrared (IR) camera and moisture meter to detect moisture impacted materials; and
- a limited visual examination of the heating, ventilating and air conditioning (HVAC) system and its components for SVG.
-

Destructive sampling or testing to inspect interior wall cavity spaces or mechanical enclosures was not within the scope of work for this project.

2.1.2 Moisture Content in Building Materials

Excess moisture in building materials may result in the growth of fungi or bacteria. There are no regulations or standards for moisture content in installed building materials. Moisture content will vary building-to-building and across geography, depending largely on relative humidity and indoor environmental conditions. Terracon applied industry best practices and equipment manufacturer guidelines to determine the moisture content of materials in this facility.

Building materials have different absorptive and moisture retention properties and will come into equilibrium with environmental moisture (as indicated by relative humidity levels) or become wet by contact with water.

Our investigation was limited to accessible surfaces. Terracon measured the moisture content of selected building materials using a calibrated Delmhurst handheld moisture meter and a Flir C5 infrared camera. The measurements were collected using the instrument in the scan mode, which uses electrical conductivity to measure the moisture level of building materials. The moisture level value is reported as percent wood moisture equivalent (%WME). There are no current regulatory standards that limit moisture levels in walls or building materials, but the data can be utilized when results from different locations are compared and evaluated against the manufacturer's guidelines.

Elevated fungal concentrations in indoor environments can occur when excessive moisture and a food source are present, especially in closed or concealed areas with minimal air disturbance. The cellulose in the paper surfacing of drywall or gypsum board provides an adequate food source for the growth of many types of mold. There are no current regulatory standards that limit moisture levels in walls or building materials, but the data can be valuable when results from different locations are compared. Onsite moisture measurements are obtained using a direct-reading instrument. Results from similar materials in non-suspect locations are compared and used to assess the likelihood of mold growth conditions in suspect or historically water-damaged materials.

2.1.3 Air Sampling

State or federal exposure limits have not been established for fungal aerosols. Regulatory standards, medically based threshold limits, or dose-response relationships have not been determined for exposure to airborne or surface concentrations of fungal spores. Terracon relies upon experience, professional judgment, current scientific literature, guidelines and recommendations made by professional organizations and experts, and statistical methods in interpreting sampling results.

The spore trap sampling method used for airborne spore sampling can determine total fungal spore concentrations per cubic meter of air. High variability in spore concentrations will exist in different geographic locations, during different seasons and weather patterns, and over the course of a given day. As a general rule, indoor fungal spore concentrations in a typical mechanically-ventilated building are usually less than, but qualitatively similar to, fungal spore concentrations found in the outside environment. To better interpret the results of airborne sampling, a comparative sampling strategy is employed where complaint area samples are collected and compared to non-complaint area samples. Additionally, outdoor (exterior) ambient air sampling is typically conducted as well to document the types and concentrations of fungal spores present in the outdoor air.

If necessary, total fungal spore samples were collected using Air-O-Cell® sampling cassettes and a Buck BioAire™ Bioaerosol Sampling Pump, at a flow rate of 15 liters per minute for five minutes per sample. Air samples were collected at representative indoor and outdoor sample locations. After air sample collection, the sample cassettes were shipped under chain-of-custody (COC) protocol to Eurofins EMLab P&K (EMLab). in Houston, Texas. Laboratory analytical reports and accreditations are Appended.

2.1.4 Temperature and Relative Humidity Measurements

American National Standards Institute (ANSI)/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 55-2010, Thermal Environmental Conditions for Human Occupancy, recommends a temperature range between 73- and 79-degrees Fahrenheit (F) and relative humidity between 20- and 60 percent (%) for persons performing “office” work and wearing light summer clothing. Higher temperatures require lower humidity for comfort. For persons in winter clothing, temperatures can range between 68 and 75 degrees F, with relative humidity between 20% and 60%, with preferred conditions falling between 30% and 50% for both winter and summer temperatures.

2.2 Findings

This section includes the findings and a discussion of our physical inspection and sampling results.

2.2.1 Physical Inspection

Terracon conducted a visual assessment that began with a walkthrough of accessible areas of the facility.

The following observations were made during the physical assessment:

- No obvious hurricane damage to the structure was observed during the site visit. At the time of the assessment, SVG was not observed inside the building.
- Water damage was not observed to the contents within the “conditioned areas” of the building
- During the assessment, the structure did not have power or operating conditioned air.

Terracon was not escorted while providing field services. The facility was not occupied.

2.2.2 Moisture Content in Building Materials

Visual assessment supplemented with a Flir C5 infrared camera and Delmhurst Moisture Meter did not reveal elevated moisture in the “conditioned spaces” of the building.

2.2.3 Fungal Sampling

The following is a discussion of the results of mold sampling performed during this assessment.
The following is a discussion of the results of mold sampling performed during this assessment.
Terracon collected spore trap samples in multiple areas throughout the facility's interior as well as the exterior areas of the building for comparison.

Sampling results from the interior areas were compared to those collected outside the building. A comparison of the sampling results yielded the following general findings:

1. Total outdoor fungal spore concentrations in the air samples collected outside ranged from 2,900 to 6,100 counts/m^3 and averaged 4,500 counts/m^3.
    a. Predominant Species: Ascospores, Cladosporium and Penicillium/ Aspergillus types

2. Total airborne fungal spore concentrations in the interior samples ranged from 8,000 to 8,800 counts/m^3 and averaged 8,400 counts/m^3.
    a. Predominant Species: Ascospores, Cladosporium and Penicillium/ Aspergillus types
    b. Highest concentration of Penicillium/ Aspergillus types observed in the Common Area

3. Indoor fungal spore concentrations were generally qualitatively similar to the fungal spore concentrations found in the outside environment and total spore counts were also generally similar, with the exception of elevated spore concentrations of *Aspergillus / Penicillium* types present in sample collected from the samples collected the common room and bathroom. The elevated spore counts are likely from a lack of climate control and air movement in the facility or an interior source.

The laboratory report is provided in Appendix B.

2.3 Temperature and Relative Humidity Measurements

Table 1 below summarizes the temperature, relative humidity (RH) 'spot' or 'grab' measurements obtained during the assessment. These measurements should only be used as a snapshot of conditions at the time the measurement was obtained.

Table 1:
Temperature and Relative Humidity

Location	Temperature	Relative Humidity
Exterior	76.9 °F	48.6%
Common Room	79.7 °F	57.5%
Bathroom	81.5 °F	49.6%

The temperature measurements obtained during the assessment were all above the comfort guidelines (73°-79°) for indoor thermal comfort and the relative humidity measurements were above the recommended maximum designed to prevent fungal growth. As the structure was without power and not climate controlled the interior temperature and relative humidity will fluctuate with the exterior environment.

2.4 Conclusions and Recommendations

Terracon has concluded the following, based on the results of the assessment:

- At the time of the assessment, SVG was not observed inside the building.
- Elevated spore counts were observed in interior air samples, especially in the common area. These elevated spore counts are likely from a lack of climate control and air movement in the facility or an interior source.
- The temperature was within the ASTM guidelines and the relative humidity exceeded 50% throughout. Relative humidity should ideally be controlled between 30-50%. As the structure was without power and not climate controlled the interior temperature and relative humidity will fluctuate with the exterior environment.

Based on the findings of this assessment, Terracon recommends the following:

- Climate control should be restored and the relative humidly levels should not be sustained above 50%. However, the humidity problem will not be completely controlled until power is restored and moisture pathways into the interior are eliminated.
- Once power is restored to the facility, interior surfaces should be cleaned, disinfected and interior air scrubbed.
- The contractor performing mold remediation activities must comply with the most current State of Louisiana Contractors Licensing Law and Rules and Regulations, specifically Sections §2181 - §2192, and perform the mold remediation under the direction of a Licensed Mold Remediator.
- Terracon recommends performing a post remediation verification assessment following remediation activities.

3.0 ASBESTOS SURVEY

3.1 Field Activities

The asbestos survey was conducted by LDEQ accredited asbestos inspector Mr. Jeff Delise. A copy of the asbestos inspector's certificate is provided within Appendix D. The survey was conducted in accordance with the sample collection protocols established in USEPA regulation 40 CFR Part 763-Asbestos, Subpart E-Asbestos-Containing Materials in Schools (40 CFR 763; known as the Asbestos Hazard Emergency Response Act [AHERA]). A summary of survey activities is provided below. Terracon limited their survey to materials either impacted by the storm event and/or materials expected to be impacted by renovations/remediation.

3.1.1 Visual Assessment and Document Review

Our survey activities began with visual observation accessible interior and exterior areas of the buildings to identify homogeneous areas of suspect ACM impacted by the recent storm event or with potential to be impacted by remediation efforts. A homogeneous area consists of building materials that appear similar throughout in terms of color and texture with consideration given to the date of application. The interior assessment was conducted throughout visually accessible areas of the buildings. Building materials identified as concrete, glass, wood, masonry, metal or rubber were not considered suspect ACM.

Terracon lifted floor coverings and inspected above the ceiling in several areas in the building and observed areas of additional suspect materials; however, as Terracon could not assess all void spaces within walls and ceilings or beneath all floor coverings, there may be isolated areas of additional suspect material may be present in the structure.

3.1.2 Physical Assessment

A physical assessment of each homogeneous area of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the USEPA as a material that can be crumbled, pulverized or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

3.1.3 Sample Collection

Based on results of the visual observation, bulk samples of suspect ACM were collected in general accordance with USEPA sampling protocols. Random samples of suspect materials were collected in each homogeneous area. The inspector collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

Terracon collected 17 bulk samples from 5 homogeneous areas of suspect ACM from the structure. A summary of suspected ACMs collected during the survey is included as Appendix A.

3.2 Sample Analysis

Bulk samples were submitted under chain of custody to Eurofins EMLab P&K (EMLab). in Houston, Texas for analysis by polarized light microscopy with dispersion staining techniques per USEPA's Method for the Determination of Asbestos in Bulk Building Materials (600/R-93-116). The percentage of asbestos, if present, was determined by microscopic visual estimation. The laboratory was instructed to analyze samples from each homogeneous area until the first sample containing asbestos was identified (positive stop). EMSL is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP) and the Louisiana Environmental Laboratory Accreditation Program (LELAP). The laboratory analytical report is included in Appendix B. Laboratory accreditations are presented in Appendix D.

3.3 Regulatory Overview

The asbestos NESHAP (40 CFR Part 61, Subpart M) regulates asbestos fiber emissions and asbestos waste disposal practices. The asbestos NESHAP regulation also requires the identification and classification of existing ACM according to friability prior to demolition or renovation activity. Under NESHAP, ACM is identified as either friable, Category I non-friable or Category II non-friable ACM. Friable ACM is a material containing more than 1% asbestos that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. All friable ACM is considered regulated asbestos containing material (RACM).

RACM includes all friable ACM, along with Category I and Category II non-friable ACM that has become friable, will be or has been subjected to sanding, grinding, cutting or abrading, or ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder in the course of renovation or demolition activity.

Category I non-friable ACM are exclusively asbestos-containing packings, gaskets, resilient floor coverings, resilient floor covering mastics and asphalt roofing products that contain more than 1% asbestos. Category II non-friable ACM are all other non-friable materials other than Category I non-friable ACM that contain more than 1% asbestos. Category II non-friable ACM generally includes but is not limited to cementitious material such as: cement pipes, cement siding, cement panels, glazing, mortar and grouts.

The State of Louisiana has established Chapter 27 of the ERC (LAC 33:III.Chapter 27) to regulate the identification, management, and abatement of ACM in schools and state buildings. Chapter 27 requires any asbestos-related activity in a school or state building to be performed by an individual or company accredited by the State of Louisiana, through the LDEQ. An asbestos-related activity consists of the disturbance (whether intentional or unintentional) or abatement of ACM, the performance of asbestos surveys, the development of management plans and response actions, asbestos project design, the collection or analysis of asbestos samples, monitoring for airborne asbestos or any other activity required to be accredited under Louisiana Department of Environmental Quality Chapter 27 Appendix A.

In non-state, non-school buildings, the State of Louisiana sets forth emission standards for asbestos under Chapter 51 of the ERC (LAC 33:III.Chapter 51). Per Chapter 51 Section P, the following activities, when conducted, must be performed by accredited individuals: asbestos surveys, asbestos abatement, and monitoring for airborne asbestos.

The Louisiana Air Quality Regulations (LAC 33:III.Chapter 51, Subchapter M) require that an inspection be conducted by a person currently accredited as an LDEQ asbestos inspector. LDEQ requires a notification by submitting either an AAC-2 (a) form or AAC-2 (b) form. An AAC 2 (a) form is required when requesting Asbestos Disposal Verification Forms (ADVF) for Asbestos Contaminated Debris Activities (ACDA), Demolition, Renovation, and/or Response Action projects where Regulated Asbestos Containing Material (RACM) is present, or assumed to be present, above the established thresholds or as otherwise required by LAC 33:III.5151.F.1. The AAC-2 (a) form must be either postmarked or hand delivered to the Department at least 10 working days prior to the scheduled dates of asbestos removal. An AAC 2 (b) form is required when greater than 64 square feet of Vinyl Asbestos Tile (VAT) is removed without the intent of making it RACM, or when lab analysis of properly sampled materials indicates that no ACM is present; that ACM present is not RACM and will not be made RACM by the demolition; or that all RACM present is less than established thresholds. The established thresholds per LAC 33:III.5151.F.1 include the combined amount of RACM less than 60 linear feet on pipes, 64 square feet on other facility components or 27 cubic feet of material where length or area could not be measured previously. A Form AAC-2 (b) must be postmarked or hand delivered to the Department at least 5 working days prior to the scheduled date of asbestos removal or 3 working days if the removal only includes resilient floor covering per LAC 33:III.5151.F.2.c.

Any individual or company contracted to perform a demolition or renovation activity that disturbs RACM above established regulatory thresholds must be recognized by the Louisiana Licensing Board for Contractors to perform asbestos abatement.

The United States Occupational Safety and Health Administration (USOSHA) asbestos standard for construction (29 CFR 1926.1101) regulates workplace exposure to asbestos. The USOSHA standard requires that employee exposure to airborne asbestos must not exceed 0.1 fibers per cubic centimeter of air (0.1 f/cc) as an eight-hour time weighted average (TWA) and not exceed 1.0 fibers per cubic centimeter of air (1.0 f/cc) over a 30-minute time period known as an excursion limit (EL). The TWA and EL are known as USOSHA's asbestos permissible exposure limits (PELs). The USOSHA standard classifies construction and maintenance activities that could disturb ACM and specifies work practices and precautions that employers must follow when engaging in each class of regulated work. The standard also specifies requirements for handling materials containing asbestos in concentrations less than or equal to 1%.

3.4 Findings and Recommendations

Asbestos-containing materials were identified in connection with the client-requested materials collected and analyzed as part of our sampling at this site.

Laboratory analysis confirmed the following asbestos-containing Category I non-friable materials:

- HA-03: Black Residual Mastic
- HA-05: Tan Floor Tile Debris

These materials may remain in-place such that they remain in good condition. However, Terracon recommends that any activities that would impact the identified Category I Non-friable ACM be removed and disposed by a Louisiana-licensed asbestos abatement contractor.

According to LDEQ and USEPA NESHAP regulations, asbestos-containing resilient floor coverings that are removed by using dry ice, heat, wet methods, and chemicals where the tiles or sheeting are removed intact (with only minor tears or minor breakage) are not considered regulated asbestos-containing materials (RACM). Additionally, asbestos-containing mastic used to attach resilient flooring to the floor surface that are removed by chemical or other means that results in the asbestos fibers in Asbestos-Containing Waste Material (ACWM) being bound within a macro substrate and cannot reasonably become airborne unless further forces are applied are also not considered RACM. However, asbestos-containing resilient sheet flooring and associated mastic that is scraped, sanded, abraded, bead blasted, cut, ground, crumbled, pulverized, or reduced to a powder by any means, including hand and mechanical equipment is considered a RACM.

Based on the findings of this asbestos survey and the planned restoration scope, Terracon understands that the identified ACM is less than the established EPA and LDEQ regulatory thresholds. Therefore, notification to LDEQ regarding repairs/improvements is not required, unless the activities include removal of structural elements as indicated in LAC 33:III.5151 Subclause F.1.e.i.(a), (b) or (c).

Contractors performing renovation work should be advised of the locations of materials containing asbestos and their responsibilities with respect to protection of employee exposures to asbestos found in the OSHA Asbestos standard for construction (29 CFR 1926.1101).

It should be noted that suspect materials, other than those identified during this survey, may exist within the building. Should suspect materials other than those that were identified during this survey be uncovered during the demolition process, those materials should be assumed asbestos-containing until sampling and analysis can confirm or deny their asbestos content.

APPENDIX A

Asbestos Summary Tables

APPENDIX A

Lafourche Parish Fire District 3 - Hurricane Ida Damages Restoration
West Larose – Station 3
153 West 25th Street
Cutoff, Louisiana
Terracon Project ET207337 Task 6

Bulk Sample PLM Summary

HA	Material Description	Material Location	Friable?	Condition	Sample Number	Sample Location	Lab Results
01	1'x1' White Crack Pattern Acoustical Ceiling Tile	Common Area, Bath	Yes	Good	06-01-01	Bath	None detected
					06-01-02	Common Area Northwest Corner	None detected
					06-01-03	Common Area Southeast Corner	None detected
02	Brown Residual Base Cove Adhesive	Common Area	No	Good	06-02-04	HVAC Closet	None detected
					06-02-05	Common Area	None detected
					06-02-06	Common Area	None detected
03	**Black Residual Mastic**	**Bath**	**No**	Good	**06-03-07**	**HVAC Closet**	**5% Chrysotile**
					06-03-08	**Bath**	**5% Chrysotile**
					06-03-09	**Bath**	**5% Chrysotile**
04	Blown-in Structural Fireproofing	Bay	Yes	Good	06-04-10	Bay	None detected
					06-04-11	Bay	None detected
					06-04-12	Bay	None detected
					06-04-13	Bay	None detected
					06-04-14	Bay	None detected
05	**Tan Floor Tile Debris**	**HVAC Closet**	**No**	**Damaged**	**06-05-15**	**HVAC Closet**	**Tile – 2% Chrysotile Mastic – 5% Chrysotile**
					06-05-16	**HVAC Closet**	**Tile – 2% Chrysotile Mastic – 5% Chrysotile**
					06-05-17	**HVAC Closet**	**Tile – 2% Chrysotile Mastic – 5% Chrysotile**

APPENDIX A

Lafourche Parish Fire District 3 - Hurricane Ida Damages Restoration
15791 East Main Street
Belle Amie, Louisiana
Terracon Project ET217337 Task 5

Confirmed Asbestos Containing Material Summary by Homogeneous Area (HA)

HA	Material Description	Material Location	NESHAP Category[1]	Condition	Estimated Quantity[2]
03	**Black Residual Mastic**	**Bath**	Cat I NF	Good	36 SF
05	**Tan Floor Tile Debris**	**HVAC Closet**	Cat I NF	Damaged	5 SF

[1] RACM = regulated asbestos containing material; Cat I NF = Category I nonfriable; CAT II NF = Category II nonfriable
[2] Estimated quantities are based on a cursory field evaluation, and actual quantities may vary significantly, especially if ACMS are present in hidden and/or inaccessible areas not evaluated as part of this survey. LF = linear feet; SF = square feet

APPENDIX B

Laboratory Reports

eurofins | EMLab P&K

Report for:

Jason Maloney
Terracon - New Orleans
524 Elmwood Park Blvd Ste 170
New Orleans, LA 70123

Regarding: Project: ET217337-06; 153 W. 25h St, Larose, LA
EML ID: 2763102

Approved by:

Laboratory Manager
Michael Manning

Dates of Analysis:
Spore trap analysis: 10-21-2021

Service SOPs: Spore trap analysis (EM-MY-S-1038)
AIHA-LAP, LLC accredited service, Lab ID #193549

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank correction of results is not applied. The results relate only to the samples as received and tested. Information supplied by the client which can affect the validity of results: sample air volume.

Eurofins EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins EMLab P&K's LabServe® reporting system includes automated fail-safes to ensure that all AIHA-LAP, LLC quality requirements are met and notifications are added to reports when any quality steps remain pending.

Eurofins EMLab P&K
10900 Brittmoore Park Drive, Suite G, Houston, TX 77041
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Terracon - New Orleans
C/O: Jason Maloney
Re: ET217337-06; 153 W. 25h St, Larose, LA

Date of Sampling: 10-16-2021
Date of Receipt: 10-19-2021
Date of Report: 10-21-2021

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

Location:	33211894: Exterior Sample 1			33211906: Common Room		
Comments (see below)	None			None		
Lab ID-Version‡:	13225199-1			13225200-1		
Analysis Date:	10/21/2021			10/21/2021		
	raw ct.	% read	spores/m3	raw ct.	% read	spores/m3
Alternaria	1	100	13	2	100	27
Ascospores	38	25	2,000	12	25	640
Basidiospores	11	25	590	24	25	1,300
Bipolaris/Drechslera group	1	100	13			
Cercospora	3	100	40	2	100	27
Chaetomium						
Cladosporium	26	25	1,400	24	25	1,300
Curvularia	4	100	53	4	100	53
Fusarium	6	100	80			
Memnoniella	2	100	27			
Nigrospora	3	100	40	2	100	27
Other brown	3	100	40	2	100	27
Penicillium/Aspergillus types†	32	25	1,700	85	25	4,500
Pestalotiopsis	1	100	13	1	100	13
Pithomyces				1	100	13
Pyricularia	1	100	13			
Smuts, Periconia, Myxomycetes	5	100	67	5	100	67
Spegazzinia	1	100	13			
Stachybotrys						
Tetraploa	1	100	13			
Background debris (1-4+)††	1+			2+		
Hyphal fragments/m3	230			160		
Pollen/m3	53			< 13		
Skin cells (1-4+)	< 1+			< 1+		
Sample volume (liters)	75			75		
§ TOTAL SPORES/m3			6,100			8,000

Comments:

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore.
† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium, Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.
††Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1+ (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for samples volumes when evaluating dust levels.

The analytical sensitivity is the spores/m^3 divided by the raw count, expressed in spores/m^3. The limit of detection is the analytical sensitivity (in spores/m^3) multiplied by the sample volume (in liters) divided by 1000 liters.

For more information regarding analytical sensitivity, please contact QA by calling the laboratory.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".
§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.

Eurofins EMLab P&K
10900 Brittmoore Park Drive, Suite G, Houston, TX 77041
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Terracon - New Orleans
C/O: Jason Maloney
Re: ET217337-06; 153 W. 25h St, Larose, LA

Date of Sampling: 10-16-2021
Date of Receipt: 10-19-2021
Date of Report: 10-21-2021

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

Location:	33211792: Bathroom			33212201: Exterior Sample 2		
Comments (see below)	None			None		
Lab ID-Version‡:	13225201-1			13225202-1		
Analysis Date:	10/21/2021			10/21/2021		
	raw ct.	% read	spores/m3	raw ct.	% read	spores/m3
Alternaria	1	100	13			
Ascospores	6	25	320	16	25	850
Basidiospores	27	25	1,400	12	25	640
Bipolaris/Drechslera group						
Cercospora	1	100	13	1	100	13
Chaetomium						
Cladosporium	19	25	1,000	11	25	590
Curvularia	3	100	40	1	100	13
Fusarium						
Memnoniella	5	100	67	7	100	93
Nigrospora						
Other brown				1	100	13
Penicillium/Aspergillus types†	109	25	5,800	11	25	590
Pestalotiopsis						
Pithomyces	1	100	13			
Pyricularia				1	100	13
Smuts, Periconia, Myxomycetes	4	100	53	3	100	40
Spegazzinia				1	100	13
Stachybotrys	1	100	13			
Tetraploa						
Background debris (1-4+)††	2+			1+		
Hyphal fragments/m3	150			190		
Pollen/m3	53			< 13		
Skin cells (1-4+)	1+			< 1+		
Sample volume (liters)	75			75		
§ TOTAL SPORES/m3			8,800			2,900

Comments:

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore.
† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium, Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.
††Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1+ (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for samples volumes when evaluating dust levels.

The analytical sensitivity is the spores/m^3 divided by the raw count, expressed in spores/m^3. The limit of detection is the analytical sensitivity (in spores/m^3) multiplied by the sample volume (in liters) divided by 1000 liters.

For more information regarding analytical sensitivity, please contact QA by calling the laboratory.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".
§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.

eurofins | EMLab P&K

Report for:

Jason Maloney
Terracon - New Orleans
524 Elmwood Park Blvd Ste 170
New Orleans, LA 70123

Regarding: Project: ET217337-06; 153 W. 25h St, Larose, LA
EML ID: 2763102

Approved by:

Laboratory Manager
Michael Manning

Dates of Analysis:
Spore trap analysis: 10-21-2021

Service SOPs: Spore trap analysis (EM-MY-S-1038)
AIHA-LAP, LLC accredited service, Lab ID #193549

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank correction of results is not applied. The results relate only to the samples as received and tested. Information supplied by the client which can affect the validity of results: sample air volume.

Eurofins EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins EMLab P&K's LabServe® reporting system includes automated fail-safes to ensure that all AIHA-LAP, LLC quality requirements are met and notifications are added to reports when any quality steps remain pending.

Eurofins EMLab P&K
10900 Brittmoore Park Drive, Suite G, Houston, TX 77041
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Terracon - New Orleans
C/O: Jason Maloney
Re: ET217337-06; 153 W. 25h St, Larose, LA

Date of Sampling: 10-16-2021
Date of Receipt: 10-19-2021
Date of Report: 10-21-2021

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

Location:	33211894: Exterior Sample 1		33211906: Common Room		33211792: Bathroom		33212201: Exterior Sample 2	
Comments (see below)	None		None		None		None	
Lab ID-Version‡:	13225199-1		13225200-1		13225201-1		13225202-1	
Analysis Date:	10/21/2021		10/21/2021		10/21/2021		10/21/2021	
	raw ct.	spores/m3	raw ct.	spores/m3	raw ct.	spores/m3	raw ct.	spores/m3
Alternaria	1	13	2	27	1	13		
Ascospores	38	2,000	12	640	6	320	16	850
Basidiospores	11	590	24	1,300	27	1,400	12	640
Bipolaris/Drechslera group	1	13						
Cercospora	3	40	2	27	1	13	1	13
Chaetomium								
Cladosporium	26	1,400	24	1,300	19	1,000	11	590
Curvularia	4	53	4	53	3	40	1	13
Fusarium	6	80						
Memnoniella	2	27			5	67	7	93
Nigrospora	3	40	2	27				
Other brown	3	40	2	27			1	13
Penicillium/Aspergillus types†	32	1,700	85	4,500	109	5,800	11	590
Pestalotiopsis	1	13	1	13				
Pithomyces			1	13	1	13		
Pyricularia	1	13					1	13
Smuts, Periconia, Myxomycetes	5	67	5	67	4	53	3	40
Spegazzinia	1	13					1	13
Stachybotrys					1	13		
Stemphylium								
Tetraploa	1	13						
Torula								
Ulocladium								
Zygomycetes								
Background debris (1-4+)††	1+		2+		2+		1+	
Sample volume (liters)	75		75		75		75	
§ TOTAL SPORES/m3		6,100		8,000		8,800		2,900

Comments:

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore.
† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium, Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.
††Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1+ (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for samples volumes when evaluating dust levels.

The analytical sensitivity is the spores/m^3 divided by the raw count, expressed in spores/m^3. The limit of detection is the analytical sensitivity (in spores/m^3) multiplied by the sample volume (in liters) divided by 1000 liters.

For more information regarding analytical sensitivity, please contact QA by calling the laboratory.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".
§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.

eurofins | EMLab P&K

Report for:

Jason Maloney
Terracon - New Orleans
524 Elmwood Park Blvd Ste 170
New Orleans, LA 70123

Regarding: Project: ET217337-06; 153 W. 25h St, Larose, LA
EML ID: 2763102

Approved by:

Laboratory Manager
Michael Manning

Dates of Analysis:
Spore trap analysis: 10-21-2021

Service SOPs: Spore trap analysis (EM-MY-S-1038)
AIHA-LAP, LLC accredited service, Lab ID #193549

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank correction of results is not applied. The results relate only to the samples as received and tested. Information supplied by the client which can affect the validity of results: sample air volume.

Eurofins EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins EMLab P&K's LabServe® reporting system includes automated fail-safes to ensure that all AIHA-LAP, LLC quality requirements are met and notifications are added to reports when any quality steps remain pending.

Eurofins EMLab P&K
10900 Brittmoore Park Drive, Suite G, Houston, TX 77041
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Terracon - New Orleans
C/O: Jason Maloney
Re: ET217337-06; 153 W. 25h St, Larose, LA

Date of Sampling: 10-16-2021
Date of Receipt: 10-19-2021
Date of Report: 10-21-2021

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

Location:	33211894: Exterior Sample 1		33211906: Common Room		33211792: Bathroom		33212201: Exterior Sample 2	
Comments (see below)	None		None		None		None	
Lab ID-Version‡:	13225199-1		13225200-1		13225201-1		13225202-1	
Analysis Date:	10/21/2021		10/21/2021		10/21/2021		10/21/2021	
	raw ct.	spores/m3	raw ct.	spores/m3	raw ct.	spores/m3	raw ct.	spores/m3
Alternaria	1	13	2	27	1	13		
Ascospores	38	2,000	12	640	6	320	16	850
Basidiospores	11	590	24	1,300	27	1,400	12	640
Bipolaris/Drechslera group	1	13						
Cercospora	3	40	2	27	1	13	1	13
Chaetomium								
Cladosporium	26	1,400	24	1,300	19	1,000	11	590
Curvularia	4	53	4	53	3	40	1	13
Fusarium	6	80						
Memnoniella	2	27			5	67	7	93
Nigrospora	3	40	2	27				
Other brown	3	40	2	27			1	13
Penicillium/Aspergillus types†	32	1,700	85	4,500	109	5,800	11	590
Pestalotiopsis	1	13	1	13				
Pithomyces			1	13	1	13		
Pyricularia	1	13					1	13
Smuts, Periconia, Myxomycetes	5	67	5	67	4	53	3	40
Spegazzinia	1	13					1	13
Stachybotrys					1	13		
Tetraploa	1	13						
Zygomycetes								
Background debris (1-4+)††	1+		2+		2+		1+	
Hyphal fragments/m3	230		160		150		190	
Pollen/m3	53		< 13		53		< 13	
Skin cells (1-4+)	< 1+		< 1+		1+		< 1+	
Sample volume (liters)	75		75		75		75	
§ TOTAL SPORES/m3		6,100		8,000		8,800		2,900

Comments:

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore.
† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium, Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.
††Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1+ (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for samples volumes when evaluating dust levels.

The analytical sensitivity is the spores/m^3 divided by the raw count, expressed in spores/m^3. The limit of detection is the analytical sensitivity (in spores/m^3) multiplied by the sample volume (in liters) divided by 1000 liters.

For more information regarding analytical sensitivity, please contact QA by calling the laboratory.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".
§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.

Eurofins EMLab P&K
10900 Brittmoore Park Drive, Suite G, Houston, TX 77041
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Terracon - New Orleans
C/O: Jason Maloney
Re: ET217337-06; 153 W. 25h St, Larose, LA

Date of Sampling: 10-16-2021
Date of Receipt: 10-19-2021
Date of Report: 10-21-2021

MoldRANGE™: Extended Outdoor Comparison

Outdoor Location: 33211894, Exterior Sample 1

Fungi Identified	Outdoor data	Typical Outdoor Data for: October in Louisiana† (n‡=1273)						Typical Outdoor Data for: The entire year in Louisiana† (n‡=12094)					
	spores/m3	very low	low	med	high	very high	freq %	very low	low	med	high	very high	freq %
Generally able to grow indoors*													
Alternaria	13	7	13	33	93	190	54	7	13	29	87	160	47
Bipolaris/Drechslera group	13	7	13	27	53	93	44	7	7	20	53	86	32
Chaetomium	-	7	7	13	27	55	6	7	7	13	40	80	6
Cladosporium	1,400	190	450	1,200	3,400	5,300	98	80	160	690	2,400	4,400	94
Curvularia	53	13	27	53	170	370	73	13	13	47	150	320	51
Fusarium	80	13	13	33	79	160	15	8	13	33	80	160	10
Memnoniella	27	-	-	-	-	-	1	7	13	53	120	190	< 1
Nigrospora	40	7	13	29	73	120	60	7	13	27	67	110	38
Other brown	40	7	13	27	57	110	29	7	13	20	53	80	25
Penicillium/Aspergillus types	1,700	53	110	360	1,100	1,900	83	47	80	270	850	1,600	79
Pestalotiopsis	13	7	7	13	29	29	4	7	7	13	29	40	3
Pithomyces	-	7	13	27	53	110	28	7	7	22	53	100	20
Stachybotrys	-	-	-	-	-	-	1	7	13	27	77	310	2
Torula	-	7	13	26	53	93	22	7	10	20	53	80	14
Seldom found growing indoors**													
Ascospores	2,000	80	150	430	1,300	2,500	96	53	110	370	1,400	2,900	93
Basidiospores	590	190	350	1,400	6,200	11,000	98	110	210	960	4,800	11,000	97
Cercospora	40	13	25	53	150	250	60	13	13	40	110	190	36
Pyricularia	13	7	13	29	67	150	12	7	13	27	80	150	9
Rusts	-	7	7	13	29	53	14	7	7	13	40	57	11
Smuts, Periconia, Myxomycetes	67	26	40	93	240	400	87	13	27	57	160	280	74
Spegazzinia	13	7	7	13	60	130	14	7	7	13	53	80	6
Tetraploa	13	7	7	13	40	150	8	7	7	13	29	53	5
§ TOTAL SPORES/m3	6,100												

Eurofins EMLab P&K
10900 Brittmoore Park Drive, Suite G, Houston, TX 77041
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Terracon - New Orleans
C/O: Jason Maloney
Re: ET217337-06; 153 W. 25h St, Larose, LA

Date of Sampling: 10-16-2021
Date of Receipt: 10-19-2021
Date of Report: 10-21-2021

MoldRANGE™: Extended Outdoor Comparison

Outdoor Location: 33212201, Exterior Sample 2

Fungi Identified	Outdoor data	Typical Outdoor Data for: October in Louisiana† (n‡=1273)						Typical Outdoor Data for: The entire year in Louisiana† (n‡=12094)					
	spores/m3	very low	low	med	high	very high	freq %	very low	low	med	high	very high	freq %
Generally able to grow indoors*													
Alternaria	-	7	13	33	93	190	54	7	13	29	87	160	47
Bipolaris/Drechslera group	-	7	13	27	53	93	44	7	7	20	53	86	32
Chaetomium	-	7	7	13	27	55	6	7	7	13	40	80	6
Cladosporium	590	190	450	1,200	3,400	5,300	98	80	160	690	2,400	4,400	94
Curvularia	13	13	27	53	170	370	73	13	13	47	150	320	51
Fusarium	-	13	13	33	79	160	15	8	13	33	80	160	10
Memnoniella	93	-	-	-	-	-	1	7	13	53	120	190	< 1
Nigrospora	-	7	13	29	73	120	60	7	13	27	67	110	38
Other brown	13	7	13	27	57	110	29	7	13	20	53	80	25
Penicillium/Aspergillus types	590	53	110	360	1,100	1,900	83	47	80	270	850	1,600	79
Pestalotiopsis	-	7	7	13	29	29	4	7	7	13	29	40	3
Pithomyces	-	7	13	27	53	110	28	7	7	22	53	100	20
Stachybotrys	-	-	-	-	-	-	1	7	13	27	77	310	2
Torula	-	7	13	26	53	93	22	7	10	20	53	80	14
Seldom found growing indoors**													
Ascospores	850	80	150	430	1,300	2,500	96	53	110	370	1,400	2,900	93
Basidiospores	640	190	350	1,400	6,200	11,000	98	110	210	960	4,800	11,000	97
Cercospora	13	13	25	53	150	250	60	13	13	40	110	190	36
Pyricularia	13	7	13	29	67	150	12	7	13	27	80	150	9
Rusts	-	7	7	13	29	53	14	7	7	13	40	57	11
Smuts, Periconia, Myxomycetes	40	26	40	93	240	400	87	13	27	57	160	280	74
Spegazzinia	13	7	7	13	60	130	14	7	7	13	53	80	6
Tetraploa	-	7	7	13	40	150	8	7	7	13	29	53	5
§ TOTAL SPORES/m3	2,900												

Eurofins EMLab P&K
10900 Brittmoore Park Drive, Suite G, Houston, TX 77041
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Terracon - New Orleans
C/O: Jason Maloney
Re: ET217337-06; 153 W. 25h St, Larose, LA

Date of Sampling: 10-16-2021
Date of Receipt: 10-19-2021
Date of Report: 10-21-2021

MoldRANGE™: Extended Outdoor Comparison

†The 'Typical Outdoor Data' represents the typical outdoor spore levels for the location and time frame indicated. The last column represents the frequency of occurrence. The very low, low, med, high, and very high values represent the 10, 20, 50, 80, and 90 percentile values of the spore type when it is detected. For example, if the frequency of occurrence is 63% and the low value is 53, it would mean that the given spore type is detected 63% of the time and, when detected, 20% of the time it is present in levels above the detection limit and below 53 spores/m3. These values are updated periodically, and if enough data is not available to make a statistically meaningful assessment, it is indicated with a dash.

§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.

* The spores in this category are generally capable of growing on wet building materials in addition to growing outdoors. Building related growth is dependent upon the fungal type, moisture level, type of material, and other factors. *Cladosporium* is one of the predominant spore types worldwide and is frequently present in high numbers. *Penicillium/Aspergillus* species colonize both outdoor and indoor wet surfaces rapidly and are very easily dispersed. Other genera are usually present in lesser numbers.

** These fungi are generally not found growing on wet building materials. For example, the rusts and smuts are obligate plant pathogens. However, in each group there are notable exceptions. For example, agents of wood decay are members of the basidiomycetes and high counts of a single morphological type of basidiospore on an inside sample should be considered significant.

‡n = number of samples used to calculate data.

Interpretation of the data contained in this report is left to the client or the persons who conducted the field work. This report is provided for informational and comparative purposes only and should not be relied upon for any other purpose. "Typical outdoor data" are based on the results of the analysis of samples delivered to and analyzed by Eurofins EMLab P&K and assumptions regarding the origins of those samples. Sampling techniques, contaminants infecting samples, unrepresentative samples and other similar or dissimilar factors may affect these results. In addition, Eurofins EMLab P&K may not have received and tested a representative number of samples for every region or time period. Eurofins EMLab P&K hereby disclaims any liability for any and all direct, indirect, punitive, incidental, special or consequential damages arising out of the use or interpretation of the data contained in, or any actions taken or omitted in reliance upon, this report.

Eurofins EMLab P&K
10900 Brittmoore Park Drive, Suite G, Houston, TX 77041
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Terracon - New Orleans
C/O: Jason Maloney
Re: ET217337-06; 153 W. 25h St, Larose, LA

Date of Sampling: 10-16-2021
Date of Receipt: 10-19-2021
Date of Report: 10-21-2021

MoldSCORE™: Spore Trap Report

Outdoor Sample: 33211894 Exterior Sample 1

Fungi Identified	Outdoor sample spores/m3 <100 1K 10K >100K	Raw count	Spores/ m3
Generally able to grow indoors*			
Alternaria		1	13
Bipolaris/Drechslera group		1	13
Chaetomium		ND	< 13
Cladosporium		26	1,400
Curvularia		4	53
Fusarium		6	80
Memnoniella		2	27
Nigrospora		3	40
Other brown		3	40
Penicillium/Aspergillus types†		32	1,700
Pestalotiopsis		1	13
Stachybotrys		ND	< 13
Torula		ND	< 13
Seldom found growing indoors**			
Ascospores		38	2,000
Basidiospores		11	590
Cercospora		3	40
Pyricularia		1	13
Rusts		ND	< 13
Smuts, Periconia, Myxomycetes		5	67
Spegazzinia		1	13
Tetraploa		1	13
Total			**6,133**

Eurofins EMLab P&K
10900 Brittmoore Park Drive, Suite G, Houston, TX 77041
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Terracon - New Orleans
C/O: Jason Maloney
Re: ET217337-06; 153 W. 25h St, Larose, LA

Date of Sampling: 10-16-2021
Date of Receipt: 10-19-2021
Date of Report: 10-21-2021

MoldSCORE™: Spore Trap Report

Location: 33211906 Common Room

Fungi Identified	Indoor sample spores/m3 <100 1K 10K >100K	Raw count	Spores/ m3	MoldSCORE‡ 100 200 300	Score
Generally able to grow indoors*					
Alternaria		2	27		106
Bipolaris/Drechslera group		ND	< 13		100
Chaetomium		ND	< 13		100
Cladosporium		24	1,300		100
Curvularia		4	53		100
Nigrospora		2	27		100
Other brown		2	27		100
Penicillium/Aspergillus types†		85	4,500		299
Pestalotiopsis		1	13		100
Pithomyces		1	13		105
Stachybotrys		ND	< 13		100
Torula		ND	< 13		100
Seldom found growing indoors**					
Ascospores		12	640		100
Basidiospores		24	1,300		173
Cercospora		2	27		100
Rusts		ND	< 13		100
Smuts, Periconia, Myxomycetes		5	67		100
Total			**7,987**	**Final MoldSCORE**	**299**

Eurofins EMLab P&K
10900 Brittmoore Park Drive, Suite G, Houston, TX 77041
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Terracon - New Orleans
C/O: Jason Maloney
Re: ET217337-06; 153 W. 25h St, Larose, LA

Date of Sampling: 10-16-2021
Date of Receipt: 10-19-2021
Date of Report: 10-21-2021

MoldSCORE™: Spore Trap Report

Location: 33211792 Bathroom

Fungi Identified	Indoor sample spores/m3 <100 1K 10K >100K	Raw count	Spores/ m3	MoldSCORE‡ 100 200 300	Score
Generally able to grow indoors*					
Alternaria		1	13		100
Bipolaris/Drechslera group		ND	< 13		100
Chaetomium		ND	< 13		100
Cladosporium		19	1,000		100
Curvularia		3	40		100
Memnoniella		5	67		162
Nigrospora		ND	< 13		100
Penicillium/Aspergillus types†		109	5,800		300
Pithomyces		1	13		105
Stachybotrys		1	13		121
Torula		ND	< 13		100
Seldom found growing indoors**					
Ascospores		6	320		100
Basidiospores		27	1,400		182
Cercospora		1	13		100
Rusts		ND	< 13		100
Smuts, Periconia, Myxomycetes		4	53		100
Total			**8,800**	**Final MoldSCORE**	**300**

* The spores in this category are generally capable of growing on wet building materials in addition to growing outdoors. Building related growth is dependent upon the fungal type, moisture level, type of material, and other factors. *Cladosporium* is one of the predominant spore types worldwide and is frequently present in high numbers. *Penicillium/Aspergillus* species colonize both outdoor and indoor wet surfaces rapidly and are very easily dispersed. Other genera are usually present in lesser numbers.

** These fungi are generally not found growing on wet building materials. For example, the rusts and smuts are obligate plant pathogens. However, in each group there are notable exceptions. For example, agents of wood decay are members of the basidiomycetes and high counts of a single morphological type of basidiospore on an inside sample should be considered significant.

†The spores of Aspergillus and Penicillium (and others such as Acremonium, Paecilomyces) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods.

‡Rated on a scale from 100 to 300. A rating less than 150 is low and indicates a low probability of spores originating inside. A rating greater than 250 is high and indicates a high probability that the spores originated from inside, presumably from indoor mold growth. A rating between 150 and 250 indicates a moderate likelihood of indoor fungal growth. MoldSCORE is NOT intended for wall cavity samples. It is intended for ambient air samples in residences. Using the analysis on other samples (like wall cavity samples) will lead to misleading results.

Eurofins EMLab P&K
10900 Brittmoore Park Drive, Suite G, Houston, TX 77041
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Terracon - New Orleans
C/O: Jason Maloney
Re: ET217337-06; 153 W. 25h St, Larose, LA

Date of Sampling: 10-16-2021
Date of Receipt: 10-19-2021
Date of Report: 10-21-2021

MoldSCORE™: Spore Trap Report

Outdoor Sample: 33212201 Exterior Sample 2

Fungi Identified	Outdoor sample spores/m3 <100 1K 10K >100K	Raw count	Spores/ m3
Generally able to grow indoors*			
Alternaria		ND	< 13
Bipolaris/Drechslera group		ND	< 13
Chaetomium		ND	< 13
Cladosporium		11	590
Curvularia		1	13
Memnoniella		7	93
Nigrospora		ND	< 13
Other brown		1	13
Penicillium/Aspergillus types†		11	590
Stachybotrys		ND	< 13
Torula		ND	< 13
Seldom found growing indoors**			
Ascospores		16	850
Basidiospores		12	640
Cercospora		1	13
Pyricularia		1	13
Rusts		ND	< 13
Smuts, Periconia, Myxomycetes		3	40
Spegazzinia		1	13
Total			**2,867**

Eurofins EMLab P&K
10900 Brittmoore Park Drive, Suite G, Houston, TX 77041
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Terracon - New Orleans
C/O: Jason Maloney
Re: ET217337-06; 153 W. 25h St, Larose, LA

Date of Sampling: 10-16-2021
Date of Receipt: 10-19-2021
Date of Report: 10-21-2021

MoldSCORE™: Spore Trap Report

Location: 33211906 Common Room

Fungi Identified	Indoor sample spores/m3 <100 1K 10K >100K	Raw count	Spores/ m3	MoldSCORE‡ 100 200 300	Score
Generally able to grow indoors*					
Alternaria		2	27		111
Bipolaris/Drechslera group		ND	< 13		100
Chaetomium		ND	< 13		100
Cladosporium		24	1,300		145
Curvularia		4	53		116
Nigrospora		2	27		111
Other brown		2	27		106
Penicillium/Aspergillus types†		85	4,500		300
Pestalotiopsis		1	13		105
Pithomyces		1	13		105
Stachybotrys		ND	< 13		100
Torula		ND	< 13		100
Seldom found growing indoors**					
Ascospores		12	640		100
Basidiospores		24	1,300		168
Cercospora		2	27		106
Rusts		ND	< 13		100
Smuts, Periconia, Myxomycetes		5	67		105
Total			**7,987**	**Final MoldSCORE**	**300**

Eurofins EMLab P&K
10900 Brittmoore Park Drive, Suite G, Houston, TX 77041
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Terracon - New Orleans
C/O: Jason Maloney
Re: ET217337-06; 153 W. 25h St, Larose, LA

Date of Sampling: 10-16-2021
Date of Receipt: 10-19-2021
Date of Report: 10-21-2021

MoldSCORE™: Spore Trap Report

Location: 33211792 Bathroom

Fungi Identified	Indoor sample spores/m3 <100 1K 10K >100K	Raw count	Spores/ m3	MoldSCORE‡ 100 200 300	Score
Generally able to grow indoors*					
Alternaria		1	13		105
Bipolaris/Drechslera group		ND	< 13		100
Chaetomium		ND	< 13		100
Cladosporium		19	1,000		126
Curvularia		3	40		111
Memnoniella		5	67		100
Nigrospora		ND	< 13		100
Penicillium/Aspergillus types†		109	5,800		300
Pithomyces		1	13		105
Stachybotrys		1	13		121
Torula		ND	< 13		100
Seldom found growing indoors**					
Ascospores		6	320		100
Basidiospores		27	1,400		178
Cercospora		1	13		100
Rusts		ND	< 13		100
Smuts, Periconia, Myxomycetes		4	53		103
Total			**8,800**	**Final MoldSCORE**	**300**

* The spores in this category are generally capable of growing on wet building materials in addition to growing outdoors. Building related growth is dependent upon the fungal type, moisture level, type of material, and other factors. *Cladosporium* is one of the predominant spore types worldwide and is frequently present in high numbers. *Penicillium/Aspergillus* species colonize both outdoor and indoor wet surfaces rapidly and are very easily dispersed. Other genera are usually present in lesser numbers.

** These fungi are generally not found growing on wet building materials. For example, the rusts and smuts are obligate plant pathogens. However, in each group there are notable exceptions. For example, agents of wood decay are members of the basidiomycetes and high counts of a single morphological type of basidiospore on an inside sample should be considered significant.

†The spores of Aspergillus and Penicillium (and others such as Acremonium, Paecilomyces) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods.

‡Rated on a scale from 100 to 300. A rating less than 150 is low and indicates a low probability of spores originating inside. A rating greater than 250 is high and indicates a high probability that the spores originated from inside, presumably from indoor mold growth. A rating between 150 and 250 indicates a moderate likelihood of indoor fungal growth. MoldSCORE is NOT intended for wall cavity samples. It is intended for ambient air samples in residences. Using the analysis on other samples (like wall cavity samples) will lead to misleading results.

CHAIN OF CUSTODY

www.EMLabPK.com

EMLab P&K
A TestAmerica Company

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

Weather		Fog	Rain	Snow	Wind	Clear
Level	None	☒	☒	☒	☐	☐
	Light	☐	☐	☐	☐	
	Moderate	☐	☐	☐	☒	
	Heavy	☐	☐	☐	☐	

CONTACT INFORMATION

Company:	Terracon Consultants, Inc.	Address:	524 Elmwood Park Blvd. Ste 170, New Orleans, LA 70123
Contact:	Jason Maloney	Special Instructions:	jason.maloney@terracon.com
Phone:	o: 504.818.3638 / c: 225.454.3089		

PROJECT INFORMATION

Project ID:	ET217337-06		
Project Description:	153 W. 25th St, Larose, LA		
Project Zip Code:	70373	Sampling Date & Time:	10/16 11:45
PO Number:		Sampled By:	Nichols

TURN AROUND TIME CODES (TAT)

- **STD** – Standard (DEFAULT)
- **ND** – Next Business Day
- **SD** – Same Business Day Rush
- **WH** – Weekend / Holiday

Rushes received after 2 pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.

REQUESTED SERVICES
(Use checkboxes below)

002763102

Non-Culturable: Spore Trap – Fungi – Spore Trap Analysis; Spore Trap Analysis – Other particles. Tape Swab Bulk – Direct Microscopic Exam (Qualitative); Quantitative Spore Count Direct Exam.
Culturable: BioCassette™, Andersen, SAS, Swab, Water, Bulk, Dust, Soil, Contact Plates – 1-Media Surface Fungi (Genus ID + Asp; 2-Media Surface Fungi (Genus ID + Asp; 3-Media Surface Fungi (Genus ID + Asp; Culturable Air Fungi (Genus ID + Asp. s; Gram Stain & Counts (Culturable Air & S; Legionella culture; Total Coliform, *E. coli* (Presence/Absen; Membrane Filtration (specify organism); MPN Bacteria (specify organism); QuantiTray – Sewage Screen.
Other Requests: Asbestos Analysis – PCM Airborne Fiber; Asbestos Analysis – PLM (EPA method 600/R-93-116); PCR (specify test).

Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume / Area (as applicable)	Notes (Time of day, Temp, RH, etc.)	Fungi – Spore Trap Analysis
33211894	Exterior Sample 1	ST	STD	75L	11:45	☒
						☐
33211906	Common Room	ST	STD	75L	11:51	☒
						☐
33211792	Bathroom	ST	STD	75L	11:57	☒
						☐
33212201	Exterior Sample 2	ST	STD	75L	12:02	☒
						☐
						☐
						☐
						☐

All other requested-service checkboxes: ☐

SAMPLE TYPE CODES

BC – BioCassette ™	ST – Spore Trap: Zefon, Allergenco, Burkard ...	T – Tape	D – Dust
A1S – Anderson		SW – Swab	SO – Soil
SAS – Surface Air Sampler	P – Potable Water	B – Bulk	
CP – Contact Plate	NP – Non-Potable Water	O – Other:	

RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
[signature]	10/16/21	[signature] 1018	10/19/21

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/s/main/serviceterms.html

Copyright © 2015 EMLab P&K

eurofins | EMLab P&K

Report for:

Jason Maloney
Terracon - New Orleans
524 Elmwood Park Blvd Ste 170
New Orleans, LA 70123

Regarding: Project: ET217337; West Larose
EML ID: 2763130

Approved by:

Approved Signatory
Amber Rutter

Dates of Analysis:
Asbestos PLM: 10-20-2021

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)
NVLAP Lab Code 500053-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

eurofins | EMLab P&K

ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

Jason Maloney

CLIENT PROJECT: ET217337; West Larose

EMLab ID#: 2763130

TEST METHOD: EPA METHOD 600/R93/116 & EPA 40CFR App E to Sub E of Part 763

REPORT DATE: 10-20-2021

TOTAL SAMPLES ANALYZED: 17

SAMPLES >1% ASBESTOS: 6

eurofins | EMLab P&K

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: ET217337; West Larose **EMLab #ID:** 2763130

METHOD: EPA METHOD 600/R93/116 & EPA 40CFR App E to Sub E of Part 763

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
06-01-01	1	13225213	Beige	Ceiling Tile with White Surface	None Detected
06-01-02	1	13225214	Beige	Ceiling Tile with White Surface	None Detected
06-01-03	1	13225215	Beige	Ceiling Tile with White Surface	None Detected
06-02-04	1	13225216	Brown	Adhesive	None Detected
06-02-05	1	13225217	Brown	Adhesive	None Detected
06-02-06	1	13225218	Brown	Adhesive	None Detected
06-03-07	1	13225219	Black	Mastic	5% Chrysotile
06-03-08	1	13225220	Black	Mastic	5% Chrysotile
06-03-09	1	13225221	Black	Mastic	5% Chrysotile
06-04-10	1	13225222	Brown	Fireproofing	None Detected
06-04-11	1	13225223	Brown	Fireproofing	None Detected
06-04-12	1	13225224	Brown	Fireproofing	None Detected
06-04-13	1	13225225	Brown	Fireproofing	None Detected
06-04-14	1	13225226	Brown	Fireproofing	None Detected
06-05-15	1	13225227	Tan	Floor Tile	2% Chrysotile
	2	13225227	Black	Mastic	5% Chrysotile
06-05-16	1	13225228	Tan	Floor Tile	2% Chrysotile
	2	13225228	Black	Mastic	5% Chrysotile
06-05-17	1	13225229	Tan	Floor Tile	2% Chrysotile
	2	13225229	Black	Mastic	5% Chrysotile

Eurofins EMLab P&K
4955 Yarrow Street , Arvada, CO 80002
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Terracon - New Orleans
C/O: Jason Maloney
Re: ET217337; West Larose

Date of Sampling: 10-16-2021
Date of Receipt: 10-19-2021
Date of Report: 10-20-2021

ASBESTOS PLM REPORT

Total Samples Submitted:	17
Total Samples Analyzed:	17
Total Samples with Layer Asbestos Content > 1%:	6

Location: 06-01-01, 1x1 White ACT Crack Pattern

Lab ID-Version‡: 13225213-1

Sample Layers	Asbestos Content
Beige Ceiling Tile with White Surface	ND
Composite Non-Asbestos Content:	50% Cellulose 30% Glass Fibers
Sample Composite Homogeneity:	Good

Location: 06-01-02, 1x1 White ACT Crack Pattern

Lab ID-Version‡: 13225214-1

Sample Layers	Asbestos Content
Beige Ceiling Tile with White Surface	ND
Composite Non-Asbestos Content:	50% Cellulose 30% Glass Fibers
Sample Composite Homogeneity:	Good

Location: 06-01-03, 1x1 White ACT Crack Pattern

Lab ID-Version‡: 13225215-1

Sample Layers	Asbestos Content
Beige Ceiling Tile with White Surface	ND
Composite Non-Asbestos Content:	50% Cellulose 30% Glass Fibers
Sample Composite Homogeneity:	Good

Location: 06-02-04, Brown Residual Base Cove Adhesive

Lab ID-Version‡: 13225216-1

Sample Layers	Asbestos Content
Brown Adhesive	ND
Sample Composite Homogeneity:	Good

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. Eurofins EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins EMLab P&K
4955 Yarrow Street , Arvada, CO 80002
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Terracon - New Orleans
C/O: Jason Maloney
Re: ET217337; West Larose

Date of Sampling: 10-16-2021
Date of Receipt: 10-19-2021
Date of Report: 10-20-2021

ASBESTOS PLM REPORT

Location: 06-02-05, Brown Residual Base Cove Adhesive

Lab ID-Version‡: 13225217-1

Sample Layers	Asbestos Content
Brown Adhesive	ND
Sample Composite Homogeneity:	Good

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. Eurofins EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins EMLab P&K
4955 Yarrow Street , Arvada, CO 80002
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Terracon - New Orleans
C/O: Jason Maloney
Re: ET217337; West Larose

Date of Sampling: 10-16-2021
Date of Receipt: 10-19-2021
Date of Report: 10-20-2021

ASBESTOS PLM REPORT

Location: 06-02-06, Brown Residual Base Cove Adhesive Lab ID-Version‡: 13225218-1

Sample Layers	Asbestos Content
Brown Adhesive	ND
Sample Composite Homogeneity:	Good

Location: 06-03-07, Black Residual Mastic Lab ID-Version‡: 13225219-1

Sample Layers	Asbestos Content
Black Mastic	5% Chrysotile
Sample Composite Homogeneity:	Good

Location: 06-03-08, Black Residual Mastic Lab ID-Version‡: 13225220-1

Sample Layers	Asbestos Content
Black Mastic	5% Chrysotile
Sample Composite Homogeneity:	Good

Location: 06-03-09, Black Residual Mastic Lab ID-Version‡: 13225221-1

Sample Layers	Asbestos Content
Black Mastic	5% Chrysotile
Sample Composite Homogeneity:	Good

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. Eurofins EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins EMLab P&K
4955 Yarrow Street , Arvada, CO 80002
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Terracon - New Orleans
C/O: Jason Maloney
Re: ET217337; West Larose

Date of Sampling: 10-16-2021
Date of Receipt: 10-19-2021
Date of Report: 10-20-2021

ASBESTOS PLM REPORT

Location: 06-04-10, Blown-in Structural Fireproof Lab ID-Version‡: 13225222-1

Sample Layers	Asbestos Content
Brown Fireproofing	ND
Composite Non-Asbestos Content:	90% Cellulose
Sample Composite Homogeneity:	Good

Location: 06-04-11, Blown-in Structural Fireproof Lab ID-Version‡: 13225223-1

Sample Layers	Asbestos Content
Brown Fireproofing	ND
Composite Non-Asbestos Content:	90% Cellulose
Sample Composite Homogeneity:	Good

Location: 06-04-12, Blown-in Structural Fireproof Lab ID-Version‡: 13225224-1

Sample Layers	Asbestos Content
Brown Fireproofing	ND
Composite Non-Asbestos Content:	90% Cellulose
Sample Composite Homogeneity:	Good

Location: 06-04-13, Blown-in Structural Fireproof Lab ID-Version‡: 13225225-1

Sample Layers	Asbestos Content
Brown Fireproofing	ND
Composite Non-Asbestos Content:	90% Cellulose
Sample Composite Homogeneity:	Good

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. Eurofins EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins EMLab P&K
4955 Yarrow Street , Arvada, CO 80002
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Terracon - New Orleans
C/O: Jason Maloney
Re: ET217337; West Larose

Date of Sampling: 10-16-2021
Date of Receipt: 10-19-2021
Date of Report: 10-20-2021

ASBESTOS PLM REPORT

Location: 06-04-14, Blown-in Structural Fireproof Lab ID-Version‡: 13225226-1

Sample Layers	Asbestos Content
Brown Fireproofing	ND
Composite Non-Asbestos Content:	90% Cellulose
Sample Composite Homogeneity:	Good

Location: 06-05-15, Tan FT Debris Lab ID-Version‡: 13225227-1

Sample Layers	Asbestos Content
Tan Floor Tile	2% Chrysotile
Black Mastic	5% Chrysotile
Sample Composite Homogeneity:	Moderate

Location: 06-05-16, Tan FT Debris Lab ID-Version‡: 13225228-1

Sample Layers	Asbestos Content
Tan Floor Tile	2% Chrysotile
Black Mastic	5% Chrysotile
Sample Composite Homogeneity:	Moderate

Location: 06-05-17, Tan FT Debris Lab ID-Version‡: 13225229-1

Sample Layers	Asbestos Content
Tan Floor Tile	2% Chrysotile
Black Mastic	5% Chrysotile
Sample Composite Homogeneity:	Moderate

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. Eurofins EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

eurofins | EMLab P&K

Report for:

Jason Maloney
Terracon - New Orleans
524 Elmwood Park Blvd Ste 170
New Orleans, LA 70123

Regarding: Project: ET217337; West Larose
EML ID: 2763130

Approved by:

Approved Signatory
Amber Rutter

Dates of Analysis:
Asbestos PLM: 10-20-2021

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)
NVLAP Lab Code 500053-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

CHAIN OF CUSTODY

www.EMLabPK.com

EMLab P&K
A TestAmerica Company

New Jersey: 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053 * **(866) 871-1984**
Phoenix, AZ: 1501 West Knudsen drive, Phoenix, AZ 85027 * **(800) 651-4802**
SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * **(866) 888-6653**

Weather		Fog	Rain	Snow	Wind	Clear
Level	None	☐	☐	☐	☐	☐
	Light	☐	☐	☐	☐	
	Moderate	☐	☐	☐	☐	
	Heavy	☐	☐	☐	☐	

CONTACT INFORMATION

Company:	Terracon	Address:	New Orleans LA
Contact:	Jason Maloney	Special Instructions:	jason.maloney@terracon.com
Phone:			

PROJECT INFORMATION

Project ID:	ET217337		
Project Description:	West Larose		
Project Zip Code:		Sampling Date & Time:	10/16/21
PO Number:		Sampled By:	J Delisi

TURN AROUND TIME CODES (TAT)

STD – Standard (DEFAULT)
ND – Next Business Day
SD – Same Business Day Rush
WH – Weekend / Holiday

Rushes received after 2 pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.

Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume / Area (as applicable)	Notes (Time of day, Temp, RH, etc.)
	See Attached	B	ND	17 Samples	

REQUESTED SERVICES
(Use checkboxes below)

Non-Culturable		Culturable	Other Requests
Spore Trap	Tape Swab Bulk	BioCassette™, Andersen, SAS, Swab, Water, Bulk, Dust, Soil, Contact Plates	

002763130

Fungi – Spore Trap Analysis	Spore Trap Analysis – Other particles	Direct Microscopic Exam (Qualitative)	Quantitative Spore Count Direct Exam	1-Media Surface Fungi (Genus ID +	2-Media Surface Fungi (Genus ID +	3-Media Surface Fungi (Genus ID +	Culturable Air Fungi (Genus ID + Asp	Gram Stain & Counts (Culturable Air	Legionella culture	Total Coliform, E. coli (Presence/Ab	Membrane Filtration (specify organis	MPN Bacteria (specify organism):	QuantiTray – Sewage Screen	Asbestos Analysis – PCM Airborne Fiber Count (NIOSH 7400)	Asbestos Analysis – PLM (EPA method 600/R-93-116)	PCR (specify test):	
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☒	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

SAMPLE TYPE CODES			
BC – BioCassette ™	**ST** – Spore Trap: Zefon, Allergenco, Burkard …	**T** – Tape	**D** – Dust
A1S – Anderson		**SW** – Swab	**SO** – Soil
SAS – Surface Air Sampler	**P** – Potable Water	**B** – Bulk	
CP – Contact Plate	**NP** – Non-Potable Water	**O** – Other:	

RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
	10/16/21	1013	10/19/21

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at http://www.emlab.com/s/main/serviceterms.html

Copyright © 2015 EMLab P&K

Asbestos Bulk Sample Log & Chain of Custody Form

Lab Use Only:

Select a Laboratory:

Lab Location:

Page _____ of _____

Project Name:		**Project Number:**		**Project Manager:**	
Project Address:		**City/State / Zip:**		**Email Results To:**	

Site/Building:

Sample Number	Sample Location	HA Description (Color, Dimensions, Descriptor, then Type)	HA General Location	Estimated Quantity	Condition[1]
06-01-01	BATH	1x1 White ACT Crack Pattern	Common AREA BATH		G D SD
" 02	Common AREA NWC				
" 03	Common AREA SEC				
06-02-04	HVAC	Brown Residual Base Cove Adhesive	Common AREA		G D SD
" 05	Common AREA				
" 06	Common AREA				
06-03-07	HVAC	Black Residual Mastic	BATH		G D SD
" 08	BATH				
" 09	BATH				
06-04-10	BATH NW ~~HALL~~	Blown-in Structural Fireproof			G D SD
" 11	NE				
" 12	SW				
" 13	NW				G D SD
" 14	~~HOUSE~~ SE				
X					

002763130

Sampling Date: **Collected by (print):**	**Inspector's Signature:**
Relinquished by: **Date/Time:**	**Received by:** **Date/Time:**
Analysis: PLM EPA 600/R-93/116 - PLM 400 Point Count - TEM - Other _____	**Instructions:**
Turnaround Time: 6 Hrs - 24 Hrs - 2 Days - 3 Days - 5 Days - Other _____	**Terracon ARMS:** ☐ **Stop Positive:** ☐ **Number of samples:** _____

[1] G = Good (no damage); D = Damaged (<10% distributed or <25% localized); or SD = Significantly Damaged (>10% distributed or >25% localized)

Asbestos Bulk Sample Log & Chain of Custody Form

Lab Use Only:

Select a Laboratory:

Lab Location:

Page _____ of _____

Project Name:		**Project Number:**		**Project Manager:**	
Project Address:		**City/State / Zip:**		**Email Results To:**	

Site/Building:

Sample Number	Sample Location	HA Description (Color, Dimensions, Descriptor, then Type)	HA General Location	Estimated Quantity	Condition[1]
06-05-15	HVAC	tan FT debris	HVAC		G D SD
" 16	"				
" 17	"				
					G D SD
					G D SD
					G D SD
					G D SD

002763130

Sampling Date: **Collected by (print):** **Inspector's Signature:**

Relinquished by: **Date/Time:** **Received by:** **Date/Time:**

Analysis: PLM EPA 600/R-93/116 - PLM 400 Point Count - TEM - Other _____

Turnaround Time: 6 Hrs - 24 Hrs - 2 Days - 3 Days - 5 Days - Other _____

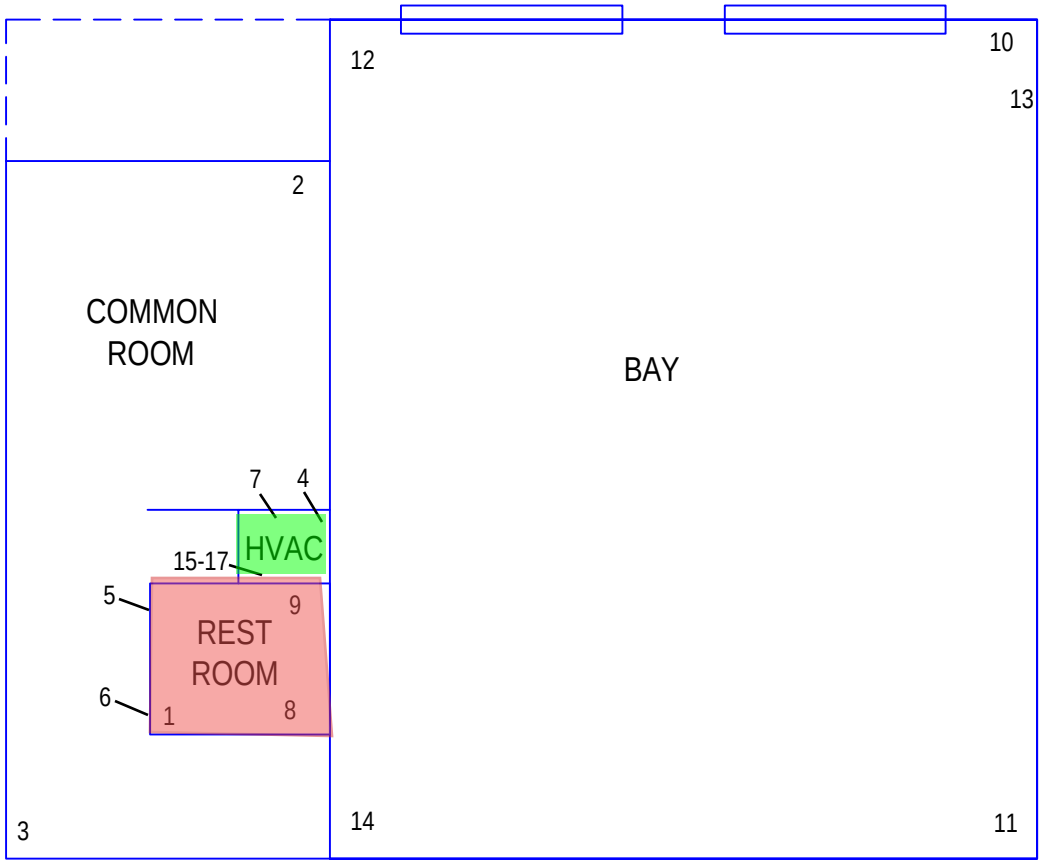
Instructions:

Terracon ARMS: ☐ Stop Positive: ☐ Number of samples: _____

[1] G = Good (no damage); D = Damaged (<10% distributed or <25% localized); or SD = Significantly Damaged (>10% distributed or >25% localized)

APPENDIX C

Exhibits



LEGEND

- ASBESTOS BULK SAMPLE LOCATION

- ACM BLACK MASTIC

- ACM TAN FLOOR TILE DEBRIS

THIS DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Mngr:	JMM
Drawn By:	JMM
Checked By:	ZLD
Approved By:	ZLD

Project No.	ET217337
Scale:	NOT TO SCALE
File No.	EXHIBIT 1.dwg
Date:	NOVEMBER 2021

Terracon
Consulting Engineers and Scientists
524 ELMWOOD PARK BLVD NEW ORLEANS, LA 70123
(504) 818-3638 (504) 818-3890

ASBESTOS SURVEY SAMPLE LOCATION MAP

LAFOURCHE PARISH FIRE DISTRICT 3
WEST LAROSE - STATION 3
153 WEST 25TH STREET
LAROSE, LOUISIANA

EXHIBIT

1

APPENDIX D

Certifications

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

Jeffrey A Delise

Has complied with all requirements of the Louisiana Department of Environmental Quality and is authorized to perform the duties of

Asbestos Inspector

Accreditation No. MI196224 **AI No.** 196224

Date of Issuance September 13, 2021 **Expiration** March 15, 2022

Failure to comply with all applicable provisions of La. R.S. 2025.E. (1)(a) and La. R.S. 2025.F. (2)(a) may result in civil and/or criminal enforcement actions by the State.

Tonya Landry

Permit Support Services Division
Office of Environmental Services

JOHN BEL EDWARDS
GOVERNOR

CHUCK CARR BROWN, PH.D.
SECRETARY

State of Louisiana

DEPARTMENT OF ENVIRONMENTAL QUALITY
ENVIRONMENTAL SERVICES

Read Receipt Requested

AI No. 211116
Activity No. ACC20200001
LELAP Lab ID # 05087
Accreditation Year FY 2021
Renewal due FY 2022

Mr. Dan Shelby
Eurofins EMLab P&K Houston
10900 Brittmoore Park Dr Ste G
Houston, Texas 77041

Re: Annual Scope of Accreditation

Dear Mr. Shelby:

The Louisiana Department of Environmental Quality's laboratory accreditation program, in accordance with Louisiana Administrative Code, Title 33, Part I, Subpart 3, Laboratory Accreditation, accredits this laboratory for Fiscal Year 2021. This accreditation does not constitute an endorsement of the suitability of the listed methods for any specific purpose. Accreditation of the environmental laboratory does not imply that a product, process, system, or person is approved by LELAP. The laboratory is accredited for the methods as identified on the application for accreditation; if the methods are partially identified on the application for accreditation, the laboratory is accredited for the versions listed on the current application or referenced in the laboratory standard operating procedure.

Louisiana Environmental Laboratory Accreditation Program (LELAP) accreditation is granted for those methods/analytes for which "STATE" is indicated as the type of accreditation. Accreditation is dependent on the laboratory's successful ongoing compliance with regulations as outlined in the Louisiana Administrative Code, Title 33, Part I, Subpart 3, Laboratory Accreditation.

The accreditation certificate is the property of the State of Louisiana. Should your accreditation be suspended or revoked, your laboratory must return the certificate of accreditation to the department and delete any electronic copies until your accreditation status is restored.

LAC 33:I.5313.A requires that the laboratory report include all relevant information. Therefore, the certificate number shall be placed in the upper right corner of all laboratory reports. If the test report includes results of any test for which the laboratory is not accredited, the unaccredited results must be clearly identified as such.

We request that you examine the scope of accreditation attachment for accuracy and completeness. If you find that an analyte for which you expected to be accredited is not listed, please examine your records to ensure that:

1. You have met the requirements for successful participation in proficiency test studies as outlined in LAC 33:I.4711.

2. In the case of accreditation by recognition, the requested analyte must be listed for the requested method and matrix on both the certificate issued by the Primary Accreditation Body ***and*** on the Louisiana application form.

If after reviewing this information, the scope and/or certificate are inaccurate, please notify us immediately.

If you have any questions, please contact your assigned assessor Jacob P. Byrd, Environmental Scientist at (225) 219-7585.

Sincerely,

Cheryl Sonnier Nolan
Administrator
Public Participation and Permit Support Services Division

25 June 2020
Date

CSN:PB:jpb

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

Is hereby granting a Louisiana Environmental Laboratory Accreditation to

Eurofins EMLab P&K Houston
10900 Brittmoore Park Dr Ste G
Houston, Texas 77041

Agency Interest No. 211116
Activity No. ACC20200001

According to the Louisiana Administrative Code, Title 33, Part I, Subpart 3, LABORATORY ACCREDITATION, the State of Louisiana formally recognizes that this laboratory is technically competent to perform the environmental analyses listed on the scope of accreditation detailed in the attachment.

The laboratory agrees to perform all analyses listed on this scope of accreditation according to the Part I, Subpart 3 requirements and acknowledges that continued accreditation is dependent on successful ongoing compliance with the applicable requirements of Part I. Please contact the Department of Environmental Quality, Louisiana Environmental Laboratory Accreditation Program (LELAP) to verify the laboratory's scope of accreditation and accreditation status.

Accreditation by the State of Louisiana is not an endorsement or a guarantee of validity of the data generated by the laboratory. Accreditation of the environmental laboratory does not imply that a product, process, system, or person is approved by LELAP. To be accredited initially and maintain accreditation, the laboratory agrees to participate in two single-blind, single-concentration PT studies, where available, per year for each field of testing for which it seeks accreditation or maintains accreditation as required in LAC 33:I.4711.

Cheryl Sonnier Nolan
Administrator
Public Participation and Permit Support Services Division

Issued Date: 25 June 2020

Effective Date: July 1, 2020
Expiration Date: June 30, 2021
Certificate Number: 05087

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

Effective Date: July 1, 2020

Eurofins EMLab P&K Houston
AI Number: 211116
Activity No. ACC20200001
Expiration Date: June 30, 2021

10900 Brittmoore Park Dr Ste G, Houston, Texas 77041

Certificate Number: 05087

Air Emissions

Analyte	Method Name	Method Code	Type	AB
NONE	NONE	NONE	NONE	NONE

Non Potable Water

Analyte	Method Name	Method Code	Type	AB
NONE	NONE	NONE	NONE	NONE

Solid Chemical Materials

Analyte	Method Name	Method Code	Type	AB
1520 - Asbestos	EPA 600/R-93/116	10294583	NVLAP	LA

Biological Tissue

Analyte	Method Name	Method Code	Type	AB
NONE	NONE	NONE	NONE	NONE

Clients and Customers are urged to verify the laboratory's current certification status with the Louisiana Environmental Laboratory Accreditation Program.

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 600122-0

Eurofins EMLab P&K

Houston, TX

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2020-04-01 through 2021-03-31

Effective Dates

For the National Voluntary Laboratory Accreditation Program

National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

Eurofins EMLab P&K
10900 Brittmoore Park Drive
Suite G
Houston, TX 77041
Ms. Urooj Sagheer
Phone: 281-940-2576
Email: usagheer@emlabpk.com
http://www.emlab.com

ASBESTOS FIBER ANALYSIS **NVLAP LAB CODE 600122-0**

Bulk Asbestos Analysis

Code	*Description*
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

For the National Voluntary Laboratory Accreditation Program

SECTION 07 21 00

THERMAL INSULATION

SECTION 07 21 00
THERMAL INSULATION

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:
   1. Glass-Fiber Insulation.

1.3 QUALITY ASSURANCE

A. Surface-Burning Characteristics: As determined by testing identical products according to NFPA 101 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

PART 2 PRODUCTS

2.1 GLASS-FIBER BLANKET INSULATION

A. Manufacturers: Subject to compliance with requirements, provide products by the following or approved equal:

   1. Guardian Building Products, Inc. or approved equal in advance by Addendum.

B. Vinyl faced and unfaced, Glass-Fiber Blanket Insulation: ASTM C 665, Type I; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively, per ASTM E 84; passing ASTM E 136 for combustion characteristics and NFPA 101.

PART 3 EXECUTION

3.1 PREPARATION

A. Clean substrates of substances that are harmful to insulation or that interfere with insulation attachment.

3.2 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and applications indicated.

B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.

C. Extend insulation to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

D. Provide sizes to fit applications. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

3.3 PROTECTION

A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. The contract unit price for Thermal Insulation shall include furnishing all labor, materials, tools, equipment and any incidental items required to complete the work required by the plans and as specified.

4.2 PAYMENT

A. Payment for the items listed below shall include all materials, equipment, labor and incidentals necessary to complete the work as shown on the drawings, and shall be paid under:

Item No.	Pay Items	Pay Units
BS-01	Remove and Upgrade Steel Siding (26 Gauge; includes wall insulation)	Square Feet

END OF SECTION 07 21 00

SECTION 08 36 13

SECTIONAL DOORS

SECTION 08 36 13
SECTIONAL DOORS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only. The most recent edition shall be used.

ALUMINUM ASSOCIATION (AA)

AA DAF45	Specification for the Design of Cold Formed Steel Structural Members

ASTM INTERNATIONAL (ASTM)

ASTM A36/A36M	(2019) Standard Specification for Carbon Structural Steel
ASTM A123/A123M	(2017) Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A227/A227M	(2017) Standard Specification for Steel Wire, Cold-Drawn for Mechanical Springs
ASTM A229/A229M	(2018) Standard Specification for Steel Wire, Quenched and Tempered for Mechanical Springs
ASTM A653/A653M	(2020) Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
ASTM B209/B209M	(2014) Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
ASTM B221/B221M	(2021) Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
ASTM E330/E330M	(2014; R 2021) Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference

DOOR AND ACCESS SYSTEM MANUFACTURERS ASSOCIATION (DASMA)

ANSI/DASMA 102	(2011) Specifications for Sectional Overhead-Type Doors

ANSI/DASMA 108	(2017) Standard Method for Testing Sectional Garage Doors, Rolling Doors and Flexible Doors: Determination of Structural Performance Under Uniform Static Air Pressure Difference

NATIONAL ASSOCAITION OF ARCHITECTUAL METAL MANUFACTURERS (NAAMM)

NAAMM AMP 500	(2006) Metal Finishes Manual

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA ICS 1	(2000; R 2015) Standard for Industrial Control and Systems: General Requirements
NEMA ICS 2	(2000; R 2020) Industrial Control and Systems Controllers, Contactors, and Overload Relays Rated 600 V
NEMA ICS 6	(1993; R 2016) Industrial Control and Systems: Enclosures
NEMA MG 1	(2018) Motors and Generators
NEMA ST 20	(2014) Dry-Type Transformers for General Applications

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NRPA 70	(2020; ERTA 20-1 2020; ERTA 20-2 2020; TIA 20-1; TIA 20-2; TIA 20-3; TIA 20-4)

UNDERWRITERS LABORATORY (UL)

UL 325	(2017; Reprint Feb 2020) UL Standard for Safety Door, Drapery, Gate, Louver, and Window Operators and Systems

1.3 SUBMITTALS

ENGINEER approval is required for submittals with an "E" designation; submittals not having an "E" designation are for information only.

SD-02 Shop Drawings

Doors; E

SD-03 Product Data

Doors; E

Electric Operators; E

SD-08 Manufacturer's Instructions Doors

SD-10 Operation and Maintenance Data

Doors, Data Package 2; E

A. Shop Drawing Information: Show types, sizes, locations, metal gages including minimum metal decimal thickness, hardware provisions, installation details, and other details of construction. For electrically-operated doors, include supporting brackets for motors, location, type, and ratings of motors, switches, and safety devices.

B. Electric Operators Product Data: For electrically motor-operated doors, submit manufacturer's wiring diagrams for motor and controls.

C. Door Hardware: All door hardware shall be submitted to the ENGINEER for approval.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Protect doors and accessories from damage during delivery, storage, and handling. Clearly mark manufacturer's brand name. Store doors in dry locations with adequate ventilation, free from dust and water. Remove damaged items and provide new. Provide easy access for inspection and handling of overhead doors prior to installation.

PART 2 PRODUCTS

2.1 MATERIALS

A. Hard-Drawn Springwire: ASTM A227/A227M.

B. Oil-Tempered Springwire: ASTM A229/A229M.

C. Steel Sheet: ASTM A653/A653M.

D. Steel Shapes: ASTM A36/A36M.

E. Aluminum Extrusions: ASTM B221M ASTM B221, Alloy 6063-T5.

F. Aluminum Sheets and Strips: ASTM B209M ASTM B209, alloy and temper best suited for the purpose.

G. Glass: Clear float glass, clear glass 1/8 inch thick.

2.2 DOORS

A. Doors must comply with ANSI/DASMA 102. Metal doors to have horizontal sections hinged together which operate in a system of tracks to completely close the door opening in the closed position and make the full width and height of the door opening available for use in the open position. Provide a permanent label on the door indicating the name and address of the manufacturer. Provide doors with

standard lift type designed to slide up and back into a horizontal overhead position and requiring a maximum of 16 inch of headroom for 2 inch tracks and 21 inch of headroom for 3 inch tracks. Doors operate by electric power with auxiliary hand chain operation.

A. Purlins and girts shall be a minimum of 8" x 2-1/2" Z Sections, precision roll formed or cold formed from U.S. Standard 16, 14, or 12 gauge steel, and hot dip galvanized. Exterior mounted, simple span purlins and girts shall have a 6" nominal end lap for alignment purposes. The continuous span purlins and girts shall have a 1'-9, 3'-0, or 4'-3 nominal end lap to develop continuity. All girts on flush girt buildings shall be simple span and shall be mounted so that the outside flange of the girt is flush with the outside flange of the columns. Purlins and girts shall be attached to the primary framing with two 1/2" diameter hot dip galvanized (ASTM A307, Grade 2) bolts and nuts at each end. Continuous purlins shall have four 1/2" diameter hot dip galvanized (ASTM A307, Grade 2) bolts and nuts in the web to interlock the sections for continuity.

2.3 DESIGN REQUIREMENTS

A. Design wind load must conform to the design wind load for the building. Doors must be tested in accordance with either ASTM E330/E330M or ANSI/DASMA 108 and must meet the acceptance criteria of ANSI/DASMA 108.

B. Design wind load must also conform to ASCE 7-16.

2.4 FABRICATION

A. Steel Overhead Doors: Form door sections of hot-dipped galvanized steel not lighter than 0.9 mm thick 20 gage with longitudinal integral reinforcing ribs. Install sections not less than 2 inch in thickness. Meeting rails to have interlocking joints to ensure a weathertight closure and alignment for full width of the door. Provide sections of the height indicated or the manufacturer's standard. Do not exceed thick 24 inch height for intermediate sections. Bottom sections may be varied to suit door height. Do not exceed 30 inch height for bottom section. Provide glass panels and install panels using manufacturer's standard for rubber gaskets.

B. Insulated Sections: Insulate door sections with plastic foam or other material providing a "U" factor of 0.27 or less. Cover interior of door sections with steel sheets of not lighter than 0.4 mm thick 27 gage to completely enclose the insulating material.

C. Aluminum Sections: At the Contractor's option, door sections may be constructed of aluminum in lieu of steel. Provide the same structural and thermal properties for aluminum sections as specified for steel sections.

D. Aluminum Panel Overhead Doors: Provide door panel construction with extruded aluminum stiles and rails with aluminum panels. Stiles and rails has a minimum wall thickness of 0.060 inch. Meeting rails shall have interlocking joints to ensure a weathertight closure and alignment for full width of door. Provide sections to the height indicated or the manufacturer's standard, but the height of an intermediate section not to exceed 24 inch. Bottom sections may be varied to suit door height, but to not exceed 30 inch in height. Provide aluminum panels not less than 0.040 inch in thickness. Install panel using a continuous vinyl gasket and snap-in type of aluminum or vinyl glazing bead. Install glass panels as specified for aluminum panels.

E. Tracks: Provide galvanized steel tracks not lighter than 14 gage thick for 2 inch tracks and not lighter than 12 gage thick for 3 inch tracks. Provide galvanized steel vertical tracks with continuous galvanized

steel angle not lighter than 13 gage for installation to walls. Incline vertical track through use of adjustable brackets to obtain a weathertight closure at jambs. Reinforce horizontal track with galvanized steel angle; support from track ceiling construction with galvanized steel angle and cross bracing to provide a rigid installation.

F. Hardware: Provide hinges, brackets, rollers, locking devices, and other hardware required for complete installation. Install roller brackets and hinges with 14 gage galvanized steel. Provide rollers with ball bearings and case-hardened races. Provide reinforcing on doors where roller hinges are connected. Provide a positive locking device and cylinder lock with two keys on manually operated doors.

G. Counterbalancing: Counterbalance doors with an oil-tempered, helical-wound torsional spring mounted on a steel shaft. Provide adjustable spring tension, connect spring to doors with cable through cable drums. Provide cable safety factor of at least 5 to 1.

2.5 MANUAL OPERATORS

A. Pushup Operators: Provide lifting handles on both sides of door. Do not exceed the lesser of 10 percent of the door weight or 25 pounds for the maximum lifting force of required to operate the door. Provide pulldown straps or ropes at bottom of doors over 7 feet high.

C. Chain Hoist Operators: Provide a galvanized, endless chain operating over a sprocket. Extend chain to within 4 feet of the floor and mount on inside of building. Obtain reduction by use of roller chain and sprocket drive or gearing. Provide chain cleat and pin for securing operator chain. Allow for future installation of power operators to chain hoist operator. Do not exceed the maximum lifting force of 35 pounds required to operate the door.

2.6 ELECTRIC OPERATORS

A. Operators must be labeled and listed to the requirements of UL 325. Provide operators of the drawbar type or side mount (jack shaft) type as recommended by the manufacturer. Include operators with electric motor, machine-cut reduction gears, steel chain and sprockets, magnetic brake, brackets, pushbutton controls, limit switches, magnetic reversing contactor, a manual chain hoist operator for emergency use, and other accessories necessary for operation. Design electric operator so motor may be removed without disturbing the limit switch timing and without affecting the manual operator. Provide the operator with slipping clutch coupling to prevent stalling the motor. Provide a clutch controlled emergency manual operator so that it may be engaged and disengaged from the floor; do not affect limit switch timing by operation. The manual operator is not required if door can be manual-pushup operated with a force not to exceed 25 pounds. Provide an electrical or mechanical device that disconnects the motor from the operating mechanism when the manual operator is engaged.

B. Motors: NEMA MG 1, high-starting torque, reversible type with sufficient horsepower and torque output to move the door in either direction from any position. Provide a motor to produce a door travel speed of not less than 8 inch or more than one foot per second without exceeding the rated capacity. Motors must be operate on current of the characteristics indicated at not more than 3600 rpm. Single-phase motors must not have commutation or more than one starting contact.

C. Controls: Provide a motor for each door with an enclosed, across-the-line type, magnetic reversing contactor, thermal overload and undervoltage protection, solenoid-operated brake, limit switches, and control switches. Locate control switches at least 1500 mm 5 feet above the floor so the operator will have complete visibility of the door at all times. Provide control equipment to conform to NEMA ICS 1 and NEMA ICS 2. Provide control enclosures with NEMA ICS 6, Type 12 or Type 4, except that contactor enclosures may be Type 1. Provide a three-button type control switch stations with buttons marked

"OPEN," "CLOSE," and "STOP." The "OPEN" and "STOP" buttons must require only momentary pressure to operate. The "CLOSE" button must require constant pressure to maintain the closing motion of the door. If the door is in motion and the "STOP" button is pressed or the "CLOSE" button released, the door must stop instantly and remain in the stop position; from the stop position, the door may be operated in either direction by the "OPEN" or "CLOSE" button. Provide full-guarded type pushbuttons to prevent accidental operation. Provide limit switches to automatically stop doors at the fully open and closed positions. Limit switch positions must be readily adjustable.

D. Entrapment Protection Devices: Provide entrapment protection devices for electrically-operated doors in accordance with UL 325. These devices must immediately stop and reverse the door in its closing travel upon sensing an obstruction in the door opening or upon failure of the device or any component of the control system. Any momentary door-closing circuit must be automatically locked out and the door must be operable manually or with constant pressure controls until the failure or damage has been corrected. No entrapment protection device must be used as a limit switch, unless its function is specifically intended to do so.

E. Control Transformers: NEMA ST 20. Provide transformers in power circuits as necessary to reduce the voltage on the control circuits to 120 volts or less.

F. Electrical Components: NFPA 70. Provide manual or automatic control and safety devices, including extra flexible Type SO cable and spring-loaded automatic takeup reel or equivalent device, for operation of the doors. Conduit wiring and mounting of controls are specified in the corresponding electrical specification section.

G. Hazardous Locations: Conform to NFPA 70. In addition to meeting other requirements specified, electrical materials, equipment, and devices for installation in hazardous locations must be specifically approved by Underwriters Laboratories or by an independent testing agency using equivalent standards, for the particular chemical group and the class and division of hazardous location involved.

2.7 WEATHER SEALS

A. Provide exterior doors with weatherproof joints between sections by means of tongue-and-groove joints, rabbetted joints, shiplap joints, or wool pile, vinyl or rubber weatherstripping; a rubber, or vinyl adjustable weatherstrip at the top and jambs; and a compressible neoprene or rubber weather seal attached to the bottom of the door. On exterior doors that are electrically operated, where a sensing edge is employed, the bottom seal must be combination compressible weather seal and sensing edge for stopping [and reversing] door movement.

2.8 FINISHES

A. Hot-dip galvanize concealed metal surfaces and tracks in accordance with ASTM A123/A123M. Hot-dip galvanized and other ferrous metal surfaces, except rollers and lock components, which are galvanized or plated shop primed.

B. Galvanized and Shop Primed: Provide a zinc coating on specified surfaces, a phosphate treatment, and a shop prime coat of rust-inhibitive paint. Conform to ASTM A653/A653M for galvanized coating, coating designation G60, for steel sheets, and ASTM A123/A123M for assembled steel products. The weight of coatings for assembled products must be as designated in Table I of ASTM A123/A123M for the class of material to be coated. Provide a prime coat especially developed for materials treated by phosphates and adapted to application by dipping or spraying. Repair damaged zinc-coated surfaces with galvanizing repair paint and spot prime. At the Contractor's option, a two-part system including bonderizing, baked-on epoxy primer, and baked-on enamel topcoat may be applied in lieu of prime coat specified.

C. Aluminum: Provide a clear anodized finish to aluminum surfaces in accordance with AA-M10-C22-A41 contained in AA DAF45 and NAAMM AMP 500. Pretreat exposed surfaces and apply a white baked-on enamel finish in accordance with manufacturer's standard.

PART 3 EXECUTION

3.1 INSTALLATION

A. NFPA 70. Install doors in accordance with approved shop drawings and manufacturer's written installation instructions. Lubricate and adjust doors to operate freely.

B. Provide a weathertight installation and free from warp, twist, or distortion. Adjust and lubricate doors to operate freely.

C. Provide all items and accessories for a complete installation in every respect.

3.2 ELECTRICAL WORK

A. NFPA 70. Conduit, wiring, and mounting of controls.

3.3 TESTING

A. After installation is complete, operate doors to demonstrate installation and function of operators, safety features, and controls. Correct deficiencies.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. The contract unit price for Sectional Doors shall include furnishing all labor, materials, tools, equipment and any incidental items required to complete the work required by the plans and as specified.

4.2 PAYMENT

A. Payment for the items listed below shall include all materials, equipment, labor and incidentals necessary to complete the work as shown on the drawings, and shall be paid under:

Item No.	Pay Items	Pay Units
FS-01	Remove and Upgrade 12' x 12' Sectional Door and Door Operator	Each

END OF SECTION 08 36 13

SECTION 09 51 00

ACOUSTICAL CEILINGS

SECTION 09 51 00
ACOUSTICAL CEILINGS

PART 1 GENERAL

1.1 DESCRIPTION

A. Work included: Provide acoustical ceilings where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 SUBMITTALS

A. Product data: Within 45 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
   1. Materials list of items proposed to be provided under this Section;
   2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
   3. Shop Drawings in sufficient detail to show suspension, layout, lateral restraint, installation, anchorage, and interface of the work of this Section with the work of adjacent trades;
   4. Manufacturer's recommended installation procedures which, when approved by the Engineer, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.4 EXTRA STOCK

A. Deliver to the Owner for his use in future modifications, an extra stock of approximately 5% of each type of acoustical material installed; packaging each type of material separately, distinctly marked, and adequately protected against deterioration.

PART 2 PRODUCTS

2.1 ACOUSTICAL CEILING PANELS

A. Acceptable ceiling products:
   1. Armstrong
      a. Ceiling system
         - 1' x 1' Genoble Lay-in

   2. Equal products of other manufacturers when approved in advance by Addendum.

2.2 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.

2.3 WARRANTY

A. All ceiling systems shall have a written warranty from the manufacturer for fifteen (15) years against panel sag and red rust.
B. All ceiling system components shall be from one manufacturer.
C. All ceiling system components shall have a written guarantee from the manufacturer that products installed shall be continuously available for a minimum of ten (10) years.
D. The Contractor shall have been in business for the past five (5) consecutive years as a commercial ceiling/suspension system installer.

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLAION, GENERAL

A. Except as modified by requirements of governmental agencies having jurisdiction, recommendations of the manufacturer as approved by the Engineer, or specific directions of the Engineer, install in accordance with ASTM C636 and the pertinent UL design requirements.

B. Lateral bracing:
   1. Provide lateral bracing as required by pertinent codes and regulations.
   2. Secure lateral bracing to structural members. Secure at right angles to the direction of the partition and four ways in large ceiling areas.

C. Make all grid levers within a tolerance of one in 1000 and straight within a tolerance of one in 1000.

3.3 INSTALLATION OF ACOUSTICAL MATERIALS

A. Sound walls: Set acoustical ceiling boards in four continuous beads of ¼" diameter sealant, one at top of each edge of the gypsum drywall and two of the top metal runner track.

3.4 CLEANING UP

A. In addition to other stipulated requirements for cleaning, completely remove fingerprints and traces of soil from the surfaces of the acoustical materials, using only those cleaning materials recommended for the purpose by the manufacturer of the material being cleaned.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. The contract unit price for Acoustical Ceilings shall include furnishing all labor, material, tools, equipment and any incidental items required to complete the work required by the plans and as specified.

4.2 PAYMENT

A. Payment for the items listed below shall include all material, equipment, labor, and incidentals necessary to complete the work as shown on the drawings, and shall be paid under:

Item No.	Pay Item	Pay Unit
I-01	Remove and Replace Acoustical Ceiling Tile (1' x 1' Tile) (Meeting Area)	Square Feet
I-02	Remove and Replace Acoustical Ceiling Tile (1' x 1' Tile) (Bathroom Area)	Square Feet

END OF SECTION 09 51 00

SECTION 09 90 00

PAINTING

SECTION 09 90 00
PAINTING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes surface preparation and field painting of the following:
   1. Exposed exterior items and surfaces.
   2. Exposed interior items and surfaces.
   3. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.

B. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. If the schedules do not indicate color or finish, the Owner will select from standard colors and finishes available.
   1. Painting includes field painting of exposed bare and covered pipes and ducts (including color-coding), hangers, exposed steel and ironwork, and primed metal surfaces of mechanical and electrical equipment. (Roof furniture to match roof).

C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
   1. Prefinished items include the following factory-finished components:
      a. Architectural casework.
      b. Distribution cabinets.
   2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
      a. Foundation spaces.
      b. Furred areas.
      c. Ceiling plenums.
      d. Utility tunnels.
      e. Pipe spaces.
      f. Duct shafts.
      g. Elevator shafts.
   3. Finished metal surfaces include the following:
      a. Anodized aluminum.
      b. Stainless steel.
      c. Chromium plate.
      d. Copper.
      e. Bronze and brass.
   4. Operating parts include moving parts of operating equipment and the following:
      a. Valve and damper operators.
      b. Linkages.
      c. Sensing devices.
      d. Motor and fan shafts.
   5. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

1.3 DEFINITIONS

A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
   1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
   2. Eggshell refers to low-sheen finish with a gloss range between 5 and 20 when measured at a 60-degree meter.
   3. Satin refers to low-sheen finish with a gloss range between 15 and 35 when measured at a 60-degree meter.
   4. Semigloss refers to medium-sheen finish with a gloss range between 30 and 65 when measured at a 60-degree meter.
   5. Full gloss refers to high-sheen finish with a gloss range more than 65 when measured at a 60-degree meter.

1.4 SUBMITTALS

A. Product Data: For each paint system specified. Include block fillers and primers.
   1. Material List: Provide an inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
   2. Manufacturer's Information: Provide manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.
   3. Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).

B. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for each type of finish-coat material indicated.
   1. After color selection, the Engineer will furnish color chips for surfaces to be coated.

C. Samples for Verification: Of each color and material to be applied, with texture to simulate actual conditions, on representative Samples of the actual substrate.
   1. Provide stepped Samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing Samples for review. Resubmit until required sheen, color, and texture are achieved.
   2. Provide a list of materials and applications for each coat of each sample. Label each sample for location and application.
   3. Submit Samples on the following substrates for the Engineer's review of color and texture only:
      a. Concrete: Provide two 4-inch square samples for each color and finish.
      b. Concrete Masonry: Provide two 4-by-8-inch samples of masonry, with mortar joint in the center, for each finish and color.
      c. Painted Wood: Provide two 12-inch square samples of each color and material on hardboard.
      d. Stained or Natural Wood: Provide two 4-by-8-inch samples of natural- or stained-wood finish on actual wood surfaces.
      e. Ferrous Metal: Provide two 4-inch square samples of flat metal and two 8-inch long samples of solid metal for each color and finish.

D. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Engineers and Owners, and other information specified.

1.5 QUALITY ASSURANCE

A. Applicator Qualifications: Engage an experienced applicator that has completed painting system applications similar in material and extent to that indicated for this Project with a record of successful in-service performance.

B. Source Limitations: Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.

C. Benchmark Samples (Mockups): Provide a full-coat benchmark finish sample of each type of coating and substrate required on the Project. Comply with procedures specified in PDCA P5. Duplicate finish of approved prepared samples.
   1. The Engineer will select one room or surface to represent surfaces and conditions for each type of coating and substrate to be painted.
      a. Wall Surfaces: Provide samples on at least 100 sq. ft. of wall surface.
      b. Small Areas and Items: The Engineer will designate an item or area as required.
   2. After permanent lighting and other environmental services have been activated, apply coatings in this room or to each surface according to the Schedule or as specified. Provide required sheen, color, and texture on each surface.
      a. After finishes are accepted, the Engineer will use the room or surface to evaluate coating systems of a similar nature.
   3. Final approval of colors will be from job-applied samples.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
   1. Product name or title of material.
   2. Product description (generic classification or binder type).
   3. Manufacturer's stock number and date of manufacture.
   4. Contents by volume, for pigment and vehicle constituents.
   5. Thinning instructions.
   6. Application instructions.
   7. Color name and number.
   8. VOC content.

B. Store materials not in use in tightly covered containers in a well-ventilated area in accordance with manufacturer’s written storage instructions. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
   1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

1.7 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not apply coatings under environmental conditions outside manufacturer's absolute limits.

1.8 EXTRA MATERIALS

A. Furnish extra paint materials from the same production run as the materials applied in the quantities described below. Package paint materials in unopened, factory-sealed containers for storage and identify with labels describing contents. Deliver extra materials to the Owner.

1. Quantity: Furnish the Owner with extra paint materials in the quantities indicated below:
   a. Exterior, Semigloss Acrylic Enamel: 2 gal. of each color applied.
   b. Interior, Satin Waterborne Epoxy: 2 gal. of each color required.
2. Quantity: Furnish the Owner with an additional 5 percent, but not less than 1 gal. or 1 case, as appropriate, of each material and color applied.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in the paint schedules.

B. Products: Subject to compliance with requirements, provide one of the products in the paint schedules.

C. Manufacturers Names: The following manufacturers are referred to in the paint schedules by use of shortened versions of their names, which are shown in parentheses:
   1. TNEMEC
   2. No other manufacturer will be accepted.

2.2 PAINT MATERIALS

A. Material Compatibility: Provide block fillers, primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
   1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions. All substitutions shall meet the performance of the specified products and requirements of the specification to be approved for this project.

C. Colors: Match colors indicated by reference to manufacturer's color designations.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
   1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
   2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
   1. Notify the Engineer about anticipated problems using the materials specified over substrates primed by others.

3.2 PREPARATION

A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.
   1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.

B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.
   1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
   1. Provide barrier coats over incompatible primers or remove and reprime.
   2. Cementitious Materials: Allow new concrete to cure a minimum of 28 days prior to painting. Prepare concrete, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. Use mechanical methods to completely remove hardeners and sealers.
      a. Use abrasive blast-cleaning methods if recommended by paint manufacturer.
      b. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not paint surfaces where moisture content exceeds that permitted in manufacturer's written instructions.
      c. Prepare concrete floors to be painted with a 5 percent solution of muriatic acid or other etching cleaner. Flush the floor with clean water to remove acid, neutralize with ammonia, rinse, allow to dry, and vacuum before painting. If required by the manufacturer, additional methods of surface preparation, such as shotblasting, shall be performed.
   3. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
      a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
      b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and backsides of wood, including cabinets, counters, cases, and paneling.
      c. When transparent finish is required, backprime with spar varnish.
      d. Backprime paneling on interior partitions where masonry, plaster, or other wet wall construction occurs on backside.
      e. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.
   4. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated to remove all oil, grease, dirt, loose mill scale, and other foreign substances in accordance with SSPC-SP1.
      a. Power Tool clean all surfaces to be coated in accordance with SSPC-SP3 Power Tool Clean unless other more stringent methods are called for in the finish schedule or are required by the manufacturer.
      b. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
      c. Shop-Primed Metal: Remove all soluble surface contaminants in accordance with SSPC-SP1. Power Tool Clean all failed areas in accordance with SSPC-SP3. Feather-edge the remaining intact coatings with the failed areas to create a smooth transition and touch up with the same primer as the shop coat.

5. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Power tool or hand tool clean to remove all insoluble surface contaminants. All exterior exposed surfaces shall be treated with Oakite 747 or equal in accordance with manufacturer's instructions
6. Drywall Interior: Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting.
7. If specified surface preparation varies from the manufacturer's printed literature, the more stringent surface preparation shall be followed.

D. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
3. Use only thinners approved by paint manufacturer and only within recommended limits.

E. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION

A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Paint colors, surface treatments, and finishes are indicated in the schedules.
2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
3. Provide finish coats that are compatible with primers used.
4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convector covers, covers for finned-tube radiation, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
6. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
7. Paint backsides of access panels and removable or hinged covers to match exposed surfaces.
8. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
9. Finish interior of wall and base cabinets and similar field-finished casework to match exterior.
10. Sand lightly between each succeeding enamel or varnish coat.
11. Perform a mock-up to all shop primed surfaces to verify the field-applied topcoats are compatible and will adhere to the shop primer.

B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. The film thickness required is the same regardless of application method. Additional coats may be required for brush and roll application. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
2. Omit primer on metal surfaces that have been shop primed and touchup painted.
3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges,

corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.

C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
   1. Brushes: Use brushes best suited for the type of material applied. Use brush of appropriate size for the surface or item being painted.
   2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
   3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.

D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.

E. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.

F. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

G. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, runs, cloudiness, color irregularity, brush marks, orange peel, nail holes, or other surface imperfections.
   1. Provide satin finish for final coats.

H. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.

I. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 FIELD QUALITY CONTROL

J. The Owner reserves the right to invoke the following test procedure at any time and as often as the Owner deems necessary during the period when paint is being applied:
   1. The Owner will engage the services of an independent testing agency to sample the paint material being used. Samples of material delivered to the Project will be taken, identified, sealed, and certified in the presence of the Contractor.
   2. The testing agency will perform appropriate tests for the following characteristics as required by the Owner:
      a. Quantitative material analysis.
      b. Abrasion resistance.
      c. Apparent reflectivity.
      d. Flexibility.
      e. Washability.

f. Absorption.
g. Accelerated weathering.
h. Dry opacity.
i. Accelerated yellowness.
j. Recoating.
k. Skinning.
l. Color retention.
m. Alkali and mildew resistance.

3. The Engineer may direct the Contractor to stop painting if test results show material being used does not comply with specified requirements. The Contractor shall remove noncomplying paint from the site, pay for testing, and repaint surfaces previously coated with the rejected paint. If necessary, the Contractor may be required to remove rejected paint from previously painted surfaces if, on repainting with specified paint, the 2 coatings are incompatible.

3.5 CLEANING

A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
   1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

3.6 PROTECTION

A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Engineer.

B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
   1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.7 EXTERIOR PAINT SCHEDULE

A. Ferrous Metal: Provide the following finish systems over exterior ferrous metal. Primer is not required on shop-primed items. (Roll-up Doors, Personnel Doors and Frames, Window Frames, Pipe Railings and Pipe Bollards).
   1. Full-Gloss, Alkyd-Enamel Finish: 2 finish coats over a rust-inhibitive primer.
      a. Primer: Rust-inhibitive metal primer applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 3 mils.
      b. First and Second Coats: Full-gloss, exterior, alkyd enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 4.0 mils.

B. Zinc-Coated Metal: Provide the following finish systems over exterior zinc-coated (galvanized) metal surfaces:
   1. Full-Gloss, Alkyd-Enamel Finish: 2 finish coats over a galvanized metal primer.
      a. Primer: Galvanized metal primer applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.2 mils.
      b. First and Second Coats: Full-gloss, exterior, alkyd enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 3.0 mils.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. The contract unit price for Painting shall include furnishing all labor, materials, tools, equipment and any incidental items required to complete the work required by the plans and as specified.

4.2 PAYMENT

A. Payment for the items listed below shall include all materials, equipment, labor and incidentals necessary to complete the work as shown on the drawings, and shall be paid under:

Item No.	Pay Items	Pay Units
ALT-02	Repaint Sheet Metal on Fire Station (Including Trim)	Square Feet

END OF SECTION 09 90 00

SECTION 13 34 19

METAL BUILDING SYSTEMS

SECTION 13 34 19
METAL BUILDING SYSTEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION OF WORK

A. The work consists of designing, furnishing, and erecting one pre-engineered metal building with appurtenances (doors, windows, gutters, vents) in accordance with these specifications, and in conformance with the dimensions and grades shown on the plans or established by the Engineer.

B. The building shall include all frames, columns, rafters, endwall columns, purlins, girts, struts, connectors, bracing, covering, flashing, fasteners, closures, and miscellaneous items necessary for a weathertight structure.

1.3 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only. The most recent edition shall be used.

AMERICAN IRON AND STEEL INSTITUTE (AISI)

AISI	Specification for the Design of Cold Formed Steel Structural Members

AMERICAN INSISTUTE OF STEEL CONSTRUCTION (AISC)

AISC	Specification for Steel Structural Buildings
AISC	Steel Design Guide Series 3: Serviceability Design Considerations for Low Rise Buildings

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI 115	Door and Hardware Preparation
ANSI/SDI-100	Steel Door Institute

ASTM INTERNATIONAL (ASTM)

ASTM A36-92	Standard Specification for Structural Steel
ASTM A123-82	Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products

ASTM A307-92A	Standard Specification for Carbon Steel Bolts and Studs (60,000 psi Tensile)
ASTM A325-92A	Standard Specification for High Strength Bolts for Structural Steel Joints
ASTM A446-91	Standard Specification for Steel Sheet, Zinc-Coated (Hot Dip Galvanized), Structural
ASTM A463-88	Standard Specification Steel Sheet Cold Rolled Aluminum Coated Type I and Type II
ASTM A490-92A	Standard Specification for Quenched and Tempered Alloy Steel Bolts for Structural Steel Joints
ASTM A500-92	Standard Specification Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
ASTM A501-92	Standard Specification for Hot Formed Welded and Seamless Carbon Steel Structural Tubing
ASTM A525-91B	Standard Specification for Steel Sheet, Zinc-Coated (Hot Dip Galvanized), General Requirements
ASTM A529-92A	Standard Specification for Structural Steel with 50,000 psi Minimum Yield Point
ASTM A570-92	Standard Specification for Hot-Rolled Carbon Steel Sheet and Strip, Structural Quality
ASTM A572-92B	Standard Specification for High Strength Low-Alloy Columbium-Vanadium Steels of Structural Quality
ASTM A792-89	Standard Specification for Steel Sheet, Zinc-Coated (Hot Dip Galvanized), General Requirements
ASTM C665-91	Standard Specification for Mineral Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing
ASTM D1494-92	Standard Specification for Test Method for Diffused Light Transmission Factor of Reinforced Plastic Panels
ASTM E1514-93	Standard Specification for Specification for Structural Standing Steam Steel Roof Panel Systems

AMERICAN WELDING SOCIETY (AWS)

AWS A2.4-93	Standard Welding Symbols
AWS D1.1-94	Structural Welding Code - Steel
AWS D1.3-89	Structural Welding Code - Sheet Steel

METAL BUILDING MANUFACTURERS ASSOCIATION (MBMA)

MBMA	Low Rise Building System Manual

NORTH AMERICAN ISULATION MANUFACTURERS ASSOCIATION (NAIMA)

NAIMA 202-92	Standard Specification for Flexible Fiberglass Insulation Systems in Metal Buildings

STEEL JOIST INSTITUTE (SJI)

SJI	Standard Specifications, Load Tables and Weight Tables for Steel Joists and Joist Girders

STEEL STRUCTURES PAINTING COUNCIL (SSPC)

SP-2-89	Specification for Hand Tool Cleaning

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NRPA-101	Life Safety Codes
NFPA-80	Fire Doors and Windows

UNDERWRITERS LABORATORY (UL)

UL 10C	Positive Pressure Fire Testing

1.4 SYSTEM DESCRIPTION

A. RIGID FRAME: The design of this building type shall be clear span, gabled, rigid frame. This system shall also provide flush girts. The roof slope shall be as shown on the Drawings. Bay spacing shall be as specified on drawings.

B. BUILDING GEOMETRY: The building width shall be the distance between the outside flanges of the sidewall girts. The building height shall be the distance from the base of a sidewall column to the outside top corner of the eave strut. The building length shall be the distance between the outside flanges of the endwall girts and shall be a multiple of the bay spacing. The bay spacing shall be the distance between the interior transverse frames.

1.5 DESIGN REQUIREMENTS

A. All building components shall follow recommendations of the Metal Building Manufacturer's Association unless surpassed elsewhere within these plans and specifications.

B. All structural steel sections and welded plate members shall be designed in accordance with the allowable stresses and design requirement sections of the latest edition of the A.I.S.C. Specifications for the Design, Fabrication, and Erection of Steel for Buildings.

C. All cold formed members including exterior covering shall be designed in accordance with the allowable stresses and design requirement sections of the latest edition of the A.I.S.I. Specifications for the Design of Cold Formed Steel Structural Members.

D. Members to withstand building system loads as shown on the plans. All loads shall be proportioned and applied in accordance with the MBMA Low Rise Building Systems Manual and the International Building Code.

E. Anchor bolts shall be sized to resist all shears and uplift induced by the structure and shall not be less than the sizes shown on the metal building manufacturer's anchor bolt size chart and anchor bolt layout drawing. All anchor bolts shall be unpainted hot dipped galvanized to bond with the concrete and shall be set in strict accordance with the metal building manufacturer's drawings. All anchor bolts shall be grease sealed after the columns have been installed.

1.6 SUBMITTALS

A. Drawings and Certifications:
   1. The steel door and frame supplier will furnish to the Engineer (4) complete copies of the proposed steel door and frames schedule and/or shop drawings, using the same reference number for details and openings as those on the contract drawings. After receipt of the approved door schedule the steel door and frame supplier will make any corrections and submit to the Engineer (2) sets of corrected schedules.
   2. Finish hardware supplier is to furnish templates, template reference number and/or physical hardware to the steel door and frame supplier in order to prepare the doors and frames to receive the finish hardware items.
   3. Contractor shall submit with shop drawings or manufacturer's literature evidence that the thresholds and weatherstripping required for exterior doors have been considered and that all doors and frames will accommodate the required thresholds and weatherstripping properly.

PART 2 PRODUCTS

2.1 MATERIALS

A. All structural plate and bar stock shall have be fabricated of ASTM A529, A570, or A572 steel. All cold formed structural material shall have be fabricated of ASTM A607, Grade 50 steel. All hot rolled sections shall have be fabricated of ASTM A36 or A572 steel. All pipe structural columns shall have a minimum yield strength of 50,000 psi. All rods used as structural bracing shall have a minimum yield strength of 50,000 psi. All cable bracing shall be extra high strength galvanized ("A" Coat) steel (Left-hand Lay). All cold formed panel material shall have a minimum yield strength of 50,000 psi. All bolts used in primary structural connections shall be zinc plated high tensile (ASTM A325) bolts with a yellow dichromate dip. All bolts used in secondary structural connections shall be standard cadmium plated machine bolts (ASTM A307 Grade 2).

B. All structural members (primary and secondary) shall be hot dip galvanized.

2.2 COMPONENT DESCRIPTION AND USAGE

A. Hot rolled primary framing members shall be fabricated in accordance with AISC Specification for pipe, tube, and rolled structural shapes. Built-up members shall be fabricated in accordance with MBMA Low Rise Building Systems Manual, Common Industry Practices.

B. Purlins and girts shall be a minimum of 8" x 2-1/2" Z Sections, precision roll formed or cold formed from U.S. Standard 16, 14, or 12 gauge steel, and hot dip galvanized. Exterior mounted, simple span purlins and girts shall have a 6" nominal end lap for alignment purposes. The continuous span purlins and girts shall have a 1'-9, 3'-0, or 4'-3 nominal end lap to develop continuity. All girts on flush girt buildings shall be simple span and shall be mounted so that the outside flange of the girt is flush with the outside flange of the columns. Purlins and girts shall be attached to the primary framing with two 1/2" diameter hot dip galvanized (ASTM A307, Grade 2) bolts and nuts at each end. Continuous purlins shall have four 1/2" diameter hot dip galvanized (ASTM A307, Grade 2) bolts and nuts in the web to interlock the sections for continuity.

C. Eave struts shall be a minimum of 8" C Sections, precision cold formed from U.S. Standard 14 or 12 gauge steel. The upper and lower flanges shall slope with the building roof slope, and the web shall be vertical and free to receive the sidewall covering. The eave struts shall be connected to the primary framing with two 1/2" diameter hot dip galvanized (ASTM A307, Grade 2) bolts at each end.

D. Wind bracing shall be as shown on the building manufacturer's erection drawings and shall be accomplished by diagonal cable bracing, rod bracing, or other means necessary to satisfy roof and wall wind loads. All diagonal wind bracing shall include necessary beveled washers and adjustment nuts at each end. No bracing shall be exposed to open areas such as windows, doors, or vents.

E. Flanged braces shall be steel angles attached to the purlins and/or girts and primary framing. The quality and location of all brace angles shall be as dictated by the building design and shall be located and erected as shown and noted on the metal building manufacturer's erection drawings. Flange braces shall be connected to the primary and secondary framing with 1/2" machine (ASTM A307, Grade 2) bolts and nuts.

F. Gable Angles shall be a minimum of 4" x 4" angles, precision cold formed from U.S. Standard 16 gauge steel. Gable angles shall be provided to be attached to the purlins along the building rake. The gable angles shall be attached to each purlin with one (1) = 14 x 3/4 self-tapping screw. The gable angles shall be installed to provide a surface to attach the endwall panels along the rake of the building.

G. Connection Clips shall be provided by the building manufacturer, as necessary, to facilitate the assembly of the building components. The connection clips shall be located as shown by the building manufacturer's erection drawings.

H. "Built-up" end frames shall consist of Hot-rolled or Welded-up Plate Section Columns with Flush Girts and Cold Form Channel Rafters. The Column-to-Rafter and Rafter-to-Rafter connection shall be simple span condition, bolted with high tensile (ASTM A325) bolts and nuts.

2.3 PANELS

A. PERFORMANCE REQUIREMENTS

B. General: Provide metal panel system meeting performance requirements as determined by application of specified tests by a qualified testing facility on manufacturer's standard assemblies.

C. Structural Performance: Provide metal panel assemblies capable of withstanding the effects of indicated loads and stresses within limits and under conditions indicated, as determined by ASTM E1592:

- Wind Loads: Determine loads based on uniform pressure, importance factor, exposure category, and basic wind speed indicated on drawings.
- Wind Negative Pressure: Certify capacity of metal panels by actual testing of proposed assembly.

- Deflection Limits: Withstand inward and outward wind-load design pressures in accordance with applicable building code with maximum deflection of 1/120 of the span with no evidence of failure.
- Seismic Performance: Comply with ASCE 7 Sections 9, "Earthquake Loads."
- Roof Wind Uplift Resistance: Comply with UL 580 for wind-uplift class UL-60.
- Florida State Building Code Compliance: Comply with requirements of Florida State Building Code. www.floridabuilding.org/pr/pr_app_srch.aspx

D. Wall Panel Air Infiltration, ASTM E283:

- 0.002 cfm/sq. ft. air infiltration at static-air-pressure difference of 6.24 lbf/sq. ft. (300 Pa).
- 0.003 cfm/sq. ft. air infiltration at static-air-pressure difference of 12.00 lbf/sq. ft (575 Pa).

E. Roof Panel Air Infiltration, ASTM E 1680:

- Air Infiltration, ASTM E 1680: Maximum 0.25 cfm/sq. ft. (1.27 L/s per sq. m) at static-air-pressure difference of 6.24 lbf/sq. ft. (300 Pa).

F. Wall Panel Water Penetration Static Pressure, ASTM E331: No uncontrolled water penetration at a static pressure of 20.00 lbf/sq. ft. (958 Pa).

G. Roof Panel Water Penetration Static Pressure, ASTM E 1646: No uncontrolled water penetration at a static pressure of 12 lbf/sq. ft. (575 Pa).

H. Thermal Movements: Allow for thermal movements from variations in both ambient and internal temperatures. Accommodate movement of support structure caused by thermal expansion and contraction. Allow for deflection and design for thermal stresses caused by temperature differences from one side of the panel to the other.

I. EXTERIOR FORMED METAL WALL PANELS

J. Large Tapered-Rib-Profile, Exposed Fastener Metal Roof Panels: Structural metal roof panel consisting of formed metal sheet with trapezoidal major ribs with intermediate stiffening ribs symmetrically placed between major ribs, installed by lapping edges of adjacent panels.

- Basis of Design: MBCI, PBR Panel.
- Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, structural quality, Grade 50, Coating Class AZ50, prepainted by the coil-coating process per ASTM A 755/A 755M.
  - Nominal Coated Thickness: 22 gage.
  - Panel Surface: Smooth.
  - Exterior Finish: Modified silicone-polyester two-coat system (MBCI Signature 200 or prior approved equal in advance by Addendum).
  - Color: Ash Gray as designated by MBCI color chart, or approved equal in advance by Addendum.
- Panel Width: 36 inches (914 mm).
- Major Rib Spacing: 12 inches (305 mm).
- Panel Rib Height: 1-1/4 inch (31.8 mm).

K. METAL ROOF PANELS

L. Large Tapered-Rib-Profile, Exposed Fastener Metal Roof Panels: Structural metal roof panel consisting of formed metal sheet with trapezoidal major ribs with intermediate stiffening ribs symmetrically placed between major ribs, installed by lapping edges of adjacent panels.

- Basis of Design: MBCI, PBR Panel.

- Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, structural quality, Grade 50, Coating Class AZ50, prepainted by the coil-coating process per ASTM A 755/A 755M.
  - Nominal Coated Thickness: 22 gage.
  - Panel Surface: Smooth.
  - Exterior Finish: Modified silicone-polyester two-coat system (MBCI Signature 200 or approved equal in advance by Addendum).
  - Color: Ash Gray as designated by MBCI color chart, or approved equal in advance by Addendum.
- Panel Width: 36 inches (914 mm).
- Major Rib Spacing: 12 inches (305 mm).
- Panel Rib Height: 1-1/4 inch (31.8 mm).

2.4 BUILDING TRIM

A. General: Provide complete metal panel assemblies incorporating trim, copings, fascia, soffit, gutters and downspouts, and miscellaneous flashings. Provide required fasteners, closure strips, and sealants as indicated in manufacturer's written instructions.

B. All building trim shall, in general, match material, thickness, and finish of metal panels. Color shall be Brite Red as designated by MBCI color chart, or approved equal in advance by Addendum. Flashing shall be provided at corners, gable end, eaves, and openings to assure a neat, water-tight structure.

C. The junction of the roof panels and sidewall panels shall be adequately flashed. Eave flashing shall be eave gutters with downspouts.

D. The juncture of sidewall panels and endwall panels shall be adequately flashed to provide weather-tightness and good appearance.

E. Gutters and downspouts shall be designed to withstand a rainfall intensity of 8 inches per hour with a 10 minute duration. Eave gutter shall be a suspended box section formed to match the configuration of the eave gutter endwall rake flashing. Eave gutters shall have a minimum cross-section area of 18 square inches. Eave gutters shall be supported at 3' - 0 by a clip connecting directly to the eave strut and gutter. A secondary gutter strap shall be connected to the gutter and roof panel at 3' - 0 to align the face of the gutter. Standard pop rivets and sealant shall be used to secure and seal the gutter end laps.

F. Downspouts shall be appropriately sized to accept the gutter flowrate. Spacing of the downspouts shall be as necessary to adequately remove rainwater as dictated on the drawings. Eave gutter outlets shall be provided to connect the downspouts to the eave gutter. Downspouts shall be piped into the PVC manifold and routed to the catch basin and culverts.

G. Where necessary, accessories, which penetrate the wall panels shall be adequately flashed for weather-tightness and neat appearance.

2.5 PANEL AND TRIM FASTENERS

A. All panel fasteners shall be zinc aluminum cap (ZAP), Type AB mill point screws with sealing washer.

B. All flashing fasteners shall be 1/8" Diameter Dome Head, stainless steel, factory-colored to match panel colors, pop rivets with stainless steel mandrel.

2.6 GABLE VENT

A. Remove and replace two 24” aluminum Octagon Gable Vent as manufactured by American Louver and Vent Company or approved equal in advance by Addendum on opposite walls under the roof peak.

Gable vent may be fabricated from steel (as per Construction Metals, Inc., or approved equal). Vent color to match building siding.

PART 3 EXECUTION

3.1 SHOP FABRICATION

A. All fabricated members shall be sheared, formed, punched, welded, rolled, and cold formed in the plant of the manufacturer. All holes and clips required to facilitate the attachment of secondary framing shall be provided by the metal building manufacturer.

B. All shop welding shall be in accordance with the American Welding Society's Structural Welding Code (AWS D1.1-72 & AWS D1.1, Rev. 2-74), except for Sections 3.5 and 8.13. All welding shall be done by welders certified in accordance with AWS Code. Structural members fabricated of plate or bar stock shall have the flanges and webs joined by continuous automatic submerged Arc Welding Process. The web shall be joined to the flanges by a minimum of 50% web penetration. There shall be no field welding without prior approval by the Engineer.

C. All fabricated or purchased items shall have an identifying number corresponding to marking shown on the erection drawings. The marking shall be stamped, stenciled or printed on these items.

3.2 ERECTION

A. Erect framing in accordance with MBMA Low Rise Building Systems Manual, Common Industry Practices.

B. The erector shall furnish temporary guys and bracing where needed for squaring, plumbing, and securing the structural framing against loads, such as wind loads acting on the exposed framing and seismic forces, as well as loads due to erection equipment and erection operation, but not including loads resulting from the performance of work by others. Bracing furnished by the manufacturer for the metal building system cannot be assumed to be adequate during erection. The temporary guys, braces, falseworks and cribbing are the property of the erector, and the erector shall remove them immediately upon completion of erection.

C. Do not field cut or alter structural members without approval of the metal building manufacturer.

D. After erection, prime welds, abrasions, and surfaces not galvanized.

E. Install roof and wall panels in accordance with manufacturer's instructions.

F. Exercise care when cutting prefinished material to ensure cuttings do not remain on finish surface.

G. Fasten cladding system to structural supports, aligned level and plumb.

H. Install gutters and downspouts in strict accordance with manufacturer's instructions.

3.3 EXTERIOR WALL METAL PANEL INSTALLTION

A. Concealed-Fastener Formed Metal Panels: Install metal panel system in accordance with manufacturer's written instructions, approved shop drawings, project drawings, and referenced publications. Install metal panels in orientation, sizes, and locations indicated. Anchor panels and other components securely in place. Provide for thermal and structural movement.

B. Fasten metal panels to supports with fasteners at each location indicated on approved shop drawings, at spacing and with fasteners recommended by manufacturer. Fasten panel to support structure through leading flange. Snap-fit back flange of subsequent panel into secured flange of previous panel.

- Cut panels in field where required using manufacturer's recommended methods.

- Dissimilar Materials: Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by metal panel manufacturer.

C. Attach panel flashing trim pieces to supports using recommended fasteners and joint sealers.

D. Joint Sealers: Install liquid sealants where indicated and where required for weatherproof performance of metal panel assemblies.

- Seal panel base assembly, openings, panel head joints, and perimeter joints using joint sealers indicated in manufacturer's instructions.
- Seal perimeter joints between window and door openings and adjacent panels using elastomeric joint sealer.

3.4 ROOF METAL PANEL INSTALLATION

A. Mechanically-Seamed, Standing Seam Metal Roof Panels: Install weathertight metal panel system in accordance with manufacturer's written instructions, approved shop drawings, and project drawings. Install metal roof panels in orientation, sizes, and locations indicated, free of waves, warps, buckles, fastening stresses, and distortions. Anchor panels and other components securely in place. Provide for thermal and structural movement.

B. Attach panels to supports using clips, screws, fasteners, and sealants recommended by manufacturer and indicated on approved shop drawings.

- Fasten metal panels to supports with concealed clips at each location indicated on approved shop drawings, with spacing and fasteners recommended by manufacturer.
- Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so clip, metal roof panel, and factory-applied sealant are completely engaged.
- Provide weatherproof jacks for pipe and conduit penetrating metal panels of types recommended by manufacturer.
- Dissimilar Materials: Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by manufacturer.

3.5 ACCESSORY INSTALLATION

A. General: Install metal panel accessories with positive anchorage to building and weather tight mounting; provide for thermal expansion. Coordinate installation with flashings and other components.

- Install components required for a complete metal panel assembly, including trim, copings, flashings, sealants, closure strips, and similar items.
- Comply with details of assemblies utilized to establish compliance with performance requirements and manufacturer's written installation instructions.
- Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently weather resistant.

B. Joint Sealers: Install joint sealers at roof panels and where indicated and where required for weathertight performance of metal panel assemblies, in accordance with manufacturer's written instructions.

3.6 FRAMED OPENINGS

A. Framed openings shall consist of a minimum of 8 1/4" x 2" cold formed header and jambs designed and located to allow flush framing of wall girts. The header and jambs shall be 12 or 14 gauge steel and the

jambs shall be connected to a 12 or 14 gauge eave strut or girt. The connection slips shall be self-tapped to the girt strut and bolted to the jambs. The juncture of the wall panels and framed opening jambs and header shall be adequately flashed to provide water-tightness and good appearance.

B. Swing door frames shall be fabricated from 16 gauge galvanized steel with 12 gauge strike reinforcement and 9 gauge hinge reinforcement. Door frames shall be bonderized and cleaned to provide paint adhesion. The door frames shall be given one dip coat of primer followed by one spray coat of white enamel (1.7 to 2.1 mil dry film).

3.7 CLEANING AND PROTECTION

A. Clean finished surfaces as recommended by metal panel manufacturer.

B. Replace damaged panels and accessories that cannot be repaired to the satisfaction of the Engineer and Owner.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. The contract unit price for Metal Building System shall include furnishing all labor, materials, tools, equipment and any incidental items required to complete the work required by the plans and as specified.

4.2 PAYMENT

A. Payment for the items listed below shall include all materials, equipment, labor and incidentals necessary to complete the work as shown on the drawings, and shall be paid under:

Item No.	Pay Items	Pay Units
LS-01	Replace Gutters	Linear Feet
LS-02	Replace Fasica	Linear Feet
RS-01	Replace Gutters	Linear Feet
RS-02	Remove and Replace Downspouts	Linear Feet
RS-03	Replace Fasica	Linear Feet
BS-01	Remove and Replace Steel Siding (26 Gauge; includes wall insulation)	Square Feet
ER-01	Remove and Replace Metal Roof (26 Gauge)	Square Feet
ER-02	Remove and Replace Ridge Cap	Linear Feet

END OF SECTION 13 34 19

SECTION 26 00 00

ELECTRICAL SYSTEM

SECTION 26 00 00
ELECTRICAL SYSTEM

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION OF WORK

A. This work consists of the furnishing and installation of all electrical work in these specifications and conforming to the lines shown on the plans or established by the engineer.

B. This section includes a complete electrical system in perfect working condition as indicated on drawings and herein described. The work generally consists of furnishing and installing service entrance equipment, circuit breaker panels, branch circuits distributed as indicated, and the furnishing and installing of all outlets, fixtures and bulbs as hereinafter specified.

C. A CCTV camera system shall be repaired/installed throughout the fire station to monitor traffic and mechanical operations. These cameras will feed a monitor located in the control room of the fire station.

1.3 CODES

A. This work consists of the furnishing and installation of all electrical work in these specifications and conforming to the lines shown on the plans or established by the engineer.

B. This section includes a complete electrical system in perfect working condition as indicated on drawings and herein described. The work generally consists of furnishing and installing service entrance equipment, circuit breaker panels, branch circuits distributed as indicated, and the furnishing and installing of all outlets, fixtures and bulbs as hereinafter specified.

C. Contractor shall arrange for local power company to provide underground service. Contractor shall provide all necessary equipment. Contractor shall pay all connection fees and deposits required. Meter height shall be in accordance with Entergy requirements. Check for proper clearance at bottom of panel.

1.4 SUBMITTALS

A. Product Data: For each system include details of construction relative to materials, fabrication, and installation. Include details of anchors, hardware, and fastenings.

B. Shop Drawings: For fabrication and installation of each System assembly include plans, elevations, sections, details, and attachments to other work.
   1. Show locations of reinforcement and cutouts for System components.

C. Samples for Verification: Of each system component required.

1.5 PROJECT CONDITIONS

A. Field Measurements: Verify dimensions in areas of installation by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating units without field measurements. Coordinate supports, adjacent construction, and System components locations to ensure actual dimensions correspond to established dimensions.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following: Manufacturers: Subject to compliance with requirements, provide products as specified on Drawing sheets, or approved equal in advance by Addendum.

2.2 SECUIRTY CAMERAS

A. Cameras shall be PTZ rated for indoor/outdoor use, constructed of corrosion resistant material able to withstand salt laden environment and temperatures ranging from -30°C to 50°C type WV-X6531NS or approved equal. Eight (8) cameras, total, shall be mounted to monitor operation of the Miter Gate, Sector Gate, and both control houses.

B. Two (2) CCTV monitors shall be provided capable of accepting feeds from all eight (8) cameras at full resolution. The monitors shall have the ability to cycle through individual camera views and to display no less than four (4) camera views simultaneously. Monitor must run on 120VAC, 60Hz power and will be located in a temperature controlled environment.

2.3 GENERAL INFORMATION

A. All materials shall be new and unused, Owner-supplied, or reused as shown on the Drawings, the best of their respective kinds, suitable for the conditions and duties imposed on them. The description, characteristics, and requirements of materials to be used shall be in accordance with qualifying conditions established in the following Sections.

B. Equipment and materials furnished under this Section shall be the product of a manufacturer regularly engaged in the manufacture of such items for a period of three years. Where practical, all of the components shall be products of a single manufacturer in order to provide proper coordination and responsibility. Where required, CONTRACTOR shall furnish proof of installation of similar equipment or materials.

C. Each item of equipment shall bear a nameplate showing the manufacturer's name, trade name, model number, serial number, ratings and other information necessary to fully identify it. This plate shall be permanently mounted in a prominent location and shall not be concealed, insulated, or painted.

D. The label of the approving agency, such as UL or NEMA, by which a standard has been established for the particular item, shall be in full view. Materials shall be UL-listed for the application specified or indicated on the Drawings or Specifications.

E. All electrical equipment, such as switchboards, panelboards, industrial control panels, meter socket enclosures, motor control centers, or other similar devices or equipment shall be field marked per NEC 2014, Article 110.16 to warn qualified personnel of potential electrical arc flash hazards.

F. Materials and equipment are specified herein by a single or by multiple manufacturers to indicate quality, material, and type of construction desired. Manufacturer's products shown on the Drawings have been

used as basis for design; it shall be the CONTRACTOR's responsibility to ascertain that alternate manufacturer's products meet detailed specifications and that size and arrangement of equipment are suitable for installation.

G. Where a particular system, product or material is specified by name, consider it as standard basis for bidding, and base proposal on the particular system, product, or material specified. Other systems, products, equipment or materials may be accepted only if, in the opinion of the Engineer, they are equivalent in quality and workmanship and will perform satisfactorily its intended purpose. All such substitutions in materials or equipment shall be approved in writing by the Engineer.

H. In making requests for substitutions, the CONTRACTOR shall list the particular system, product, equipment, or material he wishes to substitute and at bid time the CONTRACTOR shall state the amount he will add or deduct from his base bid if the substitution is approved by the Engineer. If no deduction or addition to the base bid is allowed by the CONTRACTOR for such substitution, it shall be so stated on the request.

I. Requests by CONTRACTOR for substitution will be considered only when reasonable, timely, fully documented, and qualifying under one or more of the following circumstances.

J. Required product cannot be supplied in time for compliance with Contract time requirements.

K. Required product is not acceptable to governing authority, or determined to be non- compatible, or cannot be properly coordinated, warranted or insured, or has other recognized disability as certified by CONTRACTOR.

L. Substantial cost advantage is offered Owner after deducting off-setting disadvantages including delays, additional compensation for redesign, investigation, evaluation, and other necessary services and similar considerations.

M. All requests for substitution shall contain a "Comparison Schedule" and clearly and specifically indicate any and all differences or omissions between the product specified as the basis of design and the product proposed for substitution. Differences shall include, but shall not be limited to, data as follows for both the specified and substituted products:
   1. Principle of operation.
   2. Materials of construction or finishes.
   3. Thickness of materials.
   4. Weight of item.
   5. Deleted features or items.
   6. Added features or items.
   7. Changes in other work caused by the substitution.
   8. Performance and rating data.

N. If the approved substitution contains differences or omissions not specifically called to the attention of the Engineer, the Owner reserves the right to require equal or similar features to be added to the substituted products at the CONTRACTOR's expense.

O. 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 identifying the branch circuits as shown on the Drawings or as directed by the Engineer.

P. All security cameras shall meet or exceed the existing

PART 3 EXECUTION

3.1 GENERAL

A. Comply with manufacturer's written installation instructions.

B. All work shall be done in a neat and professional manner by qualified electricians in accordance with the latest version of the National Electrical Code.

C. Contractor shall protect his work against damage during and after installation. Contractor shall replace lost or damaged items at his expense.

D. Contractor shall be responsible for all damage done to trees, shrubs, landscaping, and structures caused by his work and shall repair all such damages.

E. Contractor shall furnish and install all foundations and supports required for his equipment. Contractor shall make all necessary excavations and backfilling for proper execution of the work. Upon completion of the project, Contractor shall clean and adjust all equipment.

3.2 PANELBOARDS

A. Installation shall be in accordance with the manufacturer's instructions, the NEC, as shown on the drawings, and as specified.

B. Locate panelboards so that the present and future conduits can be conveniently connected.

C. Install a printed schedule of circuits in each panelboard . Schedules shall reflect final load descriptions, room numbers, and room names connected to each circuit breaker. Schedules shall be printed on the panelboard directory cards and be installed in the appropriate panelboards

D. Mount panelboards such that the maximum height of the top circuit breaker above the finished floor shall not exceed 78 inches.

E. Provide blank cover for each unused circuit breaker mounting space.

3.3 RECEPTACLES

A. Receptacles shall be mounted 16" above floor except above counters. Receptacles above counters shall be installed 8" above the counter. Switches shall be mounted 54" to center.

B. In general, receptacles shall not be run on same circuit as lighting. All circuits shall be supplied with proper size breakers. All bathroom receptacles, exterior receptacles, or any receptacles within 6' of a water source shall be GFI protected. Also, exterior receptacles shall be water proof.

3.4 SLEEVES, INSERTS, AND OPENINGS

A. Contractor shall layout and install his electrical work in advance of pouring concrete. He shall furnish and install all sleeves and openings through floors or walls required for passage of conduits, pipes, ducts, etc. Contractor shall furnish and install all inserts and hangers required to support all conduit, cable, pull boxes, etc.

B. All conduits entering or leaving the walls shall be fire stopped in accordance with NFPA standards. Fire stop rating in the wall along the garage and storage area shall be a minimum of two hours. Fire stop rating in the other walls shall be a minimum of one hour. Fire stopping material shall be installed in accordance with manufacturer's instructions.

3.5 SPECIAL NOTES

A. All materials and equipment is to be new unless otherwise noted.

B. The routing of all piping shall be coordinated with all other trades to avoid conflicts.

C. The Contractor shall be responsible for paying all permits, service and connection fees.

D. The Contractor shall coordinate all fixture mounting heights with Architect's drawings and specifications.

E. The use of the term "provide" shall mean to "furnish and install the associate device or equipment such that it is complete and ready for the intended use".

F. All piping systems and other Electrical components shall be installed as per N.E.C.

G. All insulated copper tracer wire or other approved conductor shall be installed adjacent to underground nonmetallic (plastic) piping. Access shall be provided to the tracer wire or the tracer wire shall terminate above ground at each end of the nonmetallic piping. The tracer wire shall not be less than 14 AWG and shall be suitable for burial.

H. All penetrations of piping through slabs, foundation and building components shall be sleeved with a pipe sleeve to avoid separation due to settlement and caulked water/air tight.

I. Electrical Contractor shall coordinate all pipe penetrations (wall, floor) with all other disciplines in field prior to installations.

J. Electrical Contractor shall coordinate exact locations of all equipment with all other divisions. Should conflicts arise which cannot be corrected with minor deviations, the Contractor shall call these conflicts to the Architect's attention before proceeding.

K. All piping shall be suspended and firmly attached to avoid separation.

L. The Electrical Contractor shall calculate the electrical loads as required by the electrical utility company and coordinate the installation of the connections into existing systems

M. The Electrical Contractor shall furnish the required Electrical Energy Certificate as required by Code and as prepared by an Electrical Engineer.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. The contract unit price for all Electrical System and Lighting shall include furnishing all labor, material, tools, equipment and any incidental items required to complete the work required by the plans and as specified.

4.2 PAYMENT

A. Payment for the items listed below shall include all material, equipment, labor, and incidentals necessary to complete the work as shown on the drawings, and shall be paid under:

Item No.	Pay Items	Pay Units
RS-04	Remove and Replace 30 Amp Disconnect Box (Including Conduit, Wiring & Service)	Each
BS-02	Remove and Replace Security Camera	Each
ALT-01	Remove and Replace Exterior Lighting (Including Moving of Electrical as per Drawings and Replace with LED Light Fixture)	Each

END OF SECTION 26 00 00