

## **Solicitation SB-10592**

### **St. Amant Primary - Temporary Kitchen Remediation**

**Bid Designation: Public**

**Ascension Parish School Board**

## Bid SB-10592 St. Amant Primary - Temporary Kitchen Remediation

Bid Number **SB-10592**  
Bid Title **St. Amant Primary - Temporary Kitchen Remediation**

Bid Start Date **Oct 27, 2016 10:45:38 AM CDT**  
Bid End Date **Nov 22, 2016 1:00:00 PM CST**  
Question & Answer  
End Date **Nov 17, 2016 1:00:00 PM CST**

Bid Contact **JEFF PARENT  
SUPERVISOR  
MAINENTANCE  
225-391-7313  
JEFF.PARENT@APSB.ORG**

Contract Duration **One Time Purchase**  
Contract Renewal **1 annual renewal**  
Prices Good for **30 days**  
Pre-Bid Conference **Nov 11, 2016 8:00:00 AM CST**  
**Attendance is mandatory**  
Location: **St. Amant Primary School**  
**44365 Hwy 429**  
**St. Amant, LA 70774**

Bid Comments **Bid Walk Attendance is Mandatory. This will be re-construction of kitchen area**

### Item Response Form

Item **SB-10592--01-01 · SB-10592, St. Amant Primary - Temporary Kitchen Remediation**  
Quantity **1 lump sum**  
Unit Price   
Delivery Location **Ascension Parish School Board**  
No Location Specified  
  
Qty 1  
Expected Expenditure \$350,000.00

#### Description

Bid Walk Attendance is Mandatory. This will be re-construction of kitchen area

SB-10592  
ST. AMANT PRIMARY

TEMPORARY KITCHEN REMEDIATION

OCTOBER 27, 2016

44365 LA HWY. 429  
ST. AMANT, LA 70774



School Board Members  
DAVID ALEXANDER  
Superintendent

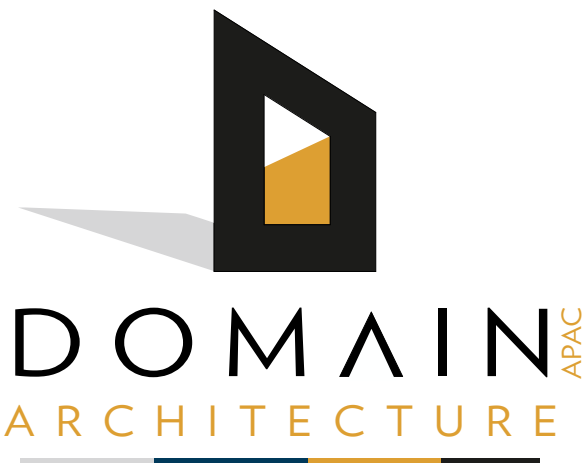
|                                          |                                             |
|------------------------------------------|---------------------------------------------|
| Robyn Penn Delaney<br>District 1, Seat A | Taft C. Kleinpeter<br>District 5, Seat B    |
| Scott Duplechein<br>District 2           | Lorraine Wimberly<br>District 6, Seat A     |
| Julie Blouin<br>District 3               | Louis Lambert<br>District 6, Seat B         |
| Kerry Diez<br>District 4, Seat A         | Troy J. Gautreau, Sr.<br>District 7, Seat A |
| John D. Murphy<br>District 4, Seat B     | Patricia Russo<br>District 7, Seat B        |
| Shawn Sevario<br>District 5, Seat A      |                                             |

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ENGINEER  
CRUMB ENGINEERING  
4609 FAIRFIELD STREET  
METARIE, LA 70006  
504.455.4450

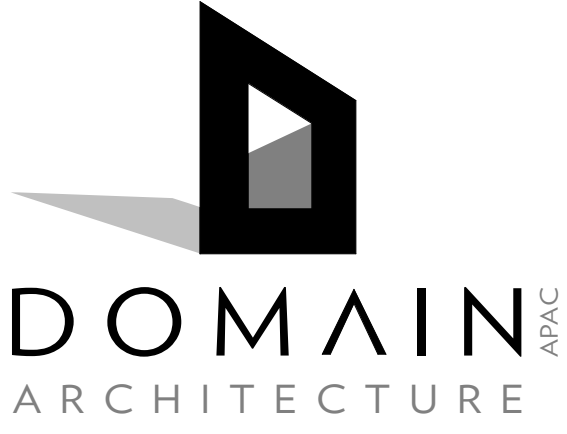
ARCHITECT  
DOMAIN ARCHITECTURE  
8316 KELWOOD AVE.  
BATON ROUGE, LA  
70806  
225.216.3770





| CONSTRUCTION NOTES |                                                                                                                                                                                                     |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MARK               | DESCRIPTION                                                                                                                                                                                         |
| 1                  | INSTALL NEW CILING TILES AT ALL LOCATIONS WHERE CEILING TILES ARE MISSING OR DAMAGED, MATCH EXISTING COLOR AND FINISH OF EXISTING TILES. CONTRACTOR TO VISIT SITE TO DETERMINE QUANTITY AND FINISH. |
| 2                  |                                                                                                                                                                                                     |
| 3                  |                                                                                                                                                                                                     |
| 4                  |                                                                                                                                                                                                     |
| 5                  |                                                                                                                                                                                                     |
| 6                  |                                                                                                                                                                                                     |
| 7                  | NOT USED                                                                                                                                                                                            |
| 8                  | INSTALL NEW WOOD WALL MOUNTED BENCH                                                                                                                                                                 |
| 9                  | INSTALL PAINTED PLYWOOD BARRIER TO COMPLETELY COVER OPENINGS AND TO RESTRICT ACCES TO CONCESSION AREA.                                                                                              |
| 10                 | INSTALL PAINTED PLYWOOD STALLS IN EXISTING RESTROOMS                                                                                                                                                |
| 11                 |                                                                                                                                                                                                     |
| 12                 | REMOVE EXISTING GYPSUM BOARD AND INSTALL NEW 5/8" GYPSUM BOARD ON THE ENTIRE WALL                                                                                                                   |
| 13                 |                                                                                                                                                                                                     |
| 14                 |                                                                                                                                                                                                     |
| 15                 |                                                                                                                                                                                                     |
| 16                 | REPAIR / PATCH EXISTING EPOXY GYM FLOORING                                                                                                                                                          |
| 17                 |                                                                                                                                                                                                     |
| 18                 | PRIME AND PAINT EXISTING COLUMN                                                                                                                                                                     |
| 19                 | PRIME AND PAINT ALL WALLS IN ROOM WITH EPOXY PAINT                                                                                                                                                  |
| 20                 |                                                                                                                                                                                                     |
| 21                 |                                                                                                                                                                                                     |
| 22                 | INSTALL TEMPORARY PAINTED 3/4" PLYWOOD PANEL IN BOOTOM PANELS OF EXISTING HOLLOW METAL STOREFRONT SYSTEM.                                                                                           |

| GENERAL NOTES |                                                                                                                                                                                                                    |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | REATTACH ALL CEILING MOUNTED DEVICES.                                                                                                                                                                              |
| 2.            | REINSTALL ALL EXISTING CEILING MOUNTED DIFFUSERS                                                                                                                                                                   |
| 3.            | REMOVE AND REPLACE ALL WALL MOUNTED RETURN AIR GRILLS.                                                                                                                                                             |
| 4.            | SCOPE ALL FLOOR DRAINS AND UNCLOG AS REQUIRED.                                                                                                                                                                     |
| 5.            | FRP PANEL SHALL BE INSTALLED FULL HEIGHTS ON WALLS WHERE QUARRY TILE FLOORING IS EXISTING AND AS INDICATED ON THE DRAWINGS. FRP PANELS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN SPECIFICATIONS. |
| 6.            | ALL DIMENSIONS SHALL BE VERIFIED ON SITE.                                                                                                                                                                          |



www.domain-dsgn.com  
8316 kelwood avenue  
baton rouge, la 70806  
225.216.3770 ph  
225.216.3771 fax

SD SET  
NOT FOR  
CONSTRUCTION

These drawings are the property of  
DOMAIN ARCHITECTURE APAC and are not to be  
reproduced in whole or in part. They are only to be used for the  
project and site specifically identified herein

Scales stated hereon are valid on the original drawings only.  
Contractor shall carefully review all dimensions and conditions  
shown and report to the architect any errors, inconsistencies, or  
omissions discovered.

These plans were prepared in this office under our  
personal supervision, and to the best of our knowledge comply  
with state and local codes. We will generally administer  
construction.

SB-10592  
ST. AMANT PRIMARY  
TEMPORARY KITCHEN REMEDIATION

44365 LA HWY. 429  
ST. AMANT, LA 70774

mechanical & electrical engineer:  
CRUMB ENGINEERING  
4609 FAIRFIELD STREET  
METAIRIE, LA 70006  
504.455.4450  
structural engineer:

civil engineer:

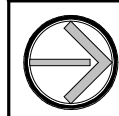
landscape architect:

| PROJ. # | ENTER PROJECT # | revisions |                  |
|---------|-----------------|-----------|------------------|
|         |                 | No.       | Description Date |
|         |                 |           |                  |
|         |                 |           |                  |
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date  
OCTOBER 27, 2016

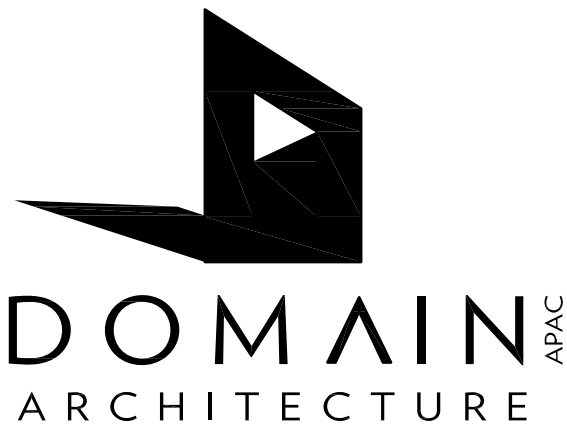
sheet

A2.0



1

KITCHEN PLAN  
1/4" = 1'-0"



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baton rouge, la 70806  
225.216.3770 ph  
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These plans were prepared in this office under our  
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SB-10592  
ST. AMANT PRIMARY  
TEMPORARY KITCHEN REMEDIATION  
44365 LA HWY. 429  
ST. AMANT, LA 70774

mechanical & electrical engineer:  
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4609 FAIRFIELD STREET  
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504.455.4450

structural engineer:

civil engineer:

landscape architect:

| revisions |             |      |
|-----------|-------------|------|
| No.       | Description | Date |
|           |             |      |
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date  
OCTOBER 27, 2016

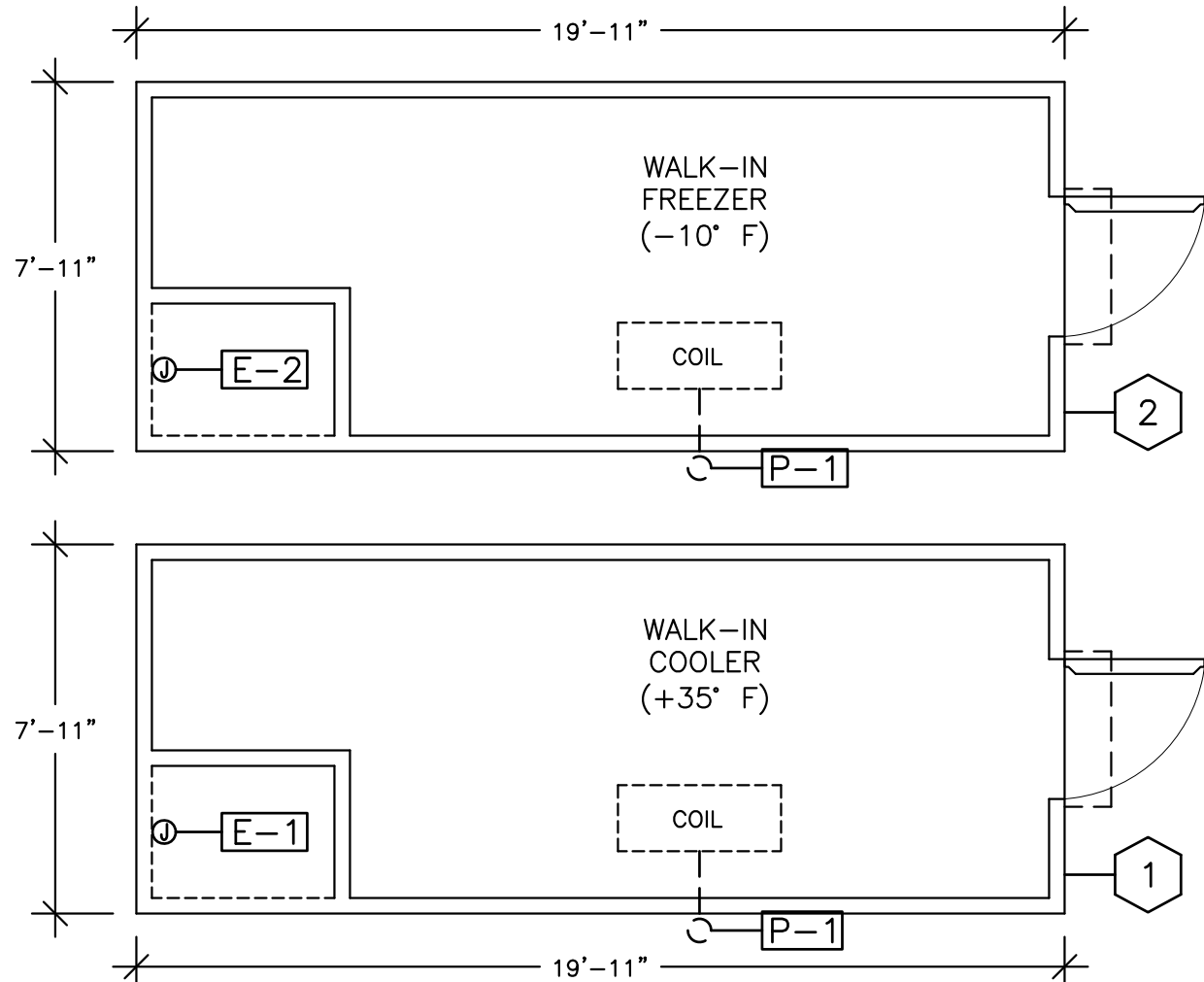
sheet

FS1.1

| EQUIPMENT SCHEDULE                                                                                    |     |                 |       |
|-------------------------------------------------------------------------------------------------------|-----|-----------------|-------|
| ITEM NO.                                                                                              | QTY | DESCRIPTION     | NOTES |
| 1.                                                                                                    | 1   | WALK-IN COOLER  | A     |
| 2.                                                                                                    | 1   | WALK-IN FREEZER | A     |
| LEGEND:<br>A. DIVISION 11 (FOOD SERVICE EQUIPMENT)<br>B. DIVISION 22 (PLUMBING)<br>C. NOT IN CONTRACT |     |                 |       |

| PLUMBING/ELECTRICAL ROUGH-IN DATA SCHEDULE |          |                                                           |       |
|--------------------------------------------|----------|-----------------------------------------------------------|-------|
| CONN. NO.                                  | ITEM NO. | UTILITY REQUIREMENTS                                      | NOTES |
| P-1                                        | 1/2      | FRENCH DRAIN REQUIRED FOR CONDENSATE DRAIN LINES OF COILS | 2     |
| E-1                                        | 1        | 27.1MCA 120/208V 1-PH FOR WALK-IN COOLER UNIT             | 3     |
| E-2                                        | 2        | 27.1MCA 120/208V 1-PH FOR WALK-IN FREEZER UNIT            | 3     |

| PLUMBING/ELECTRICAL ROUGH-IN NOTES                                                                                                                        |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1. ROUGH-IN PLAN SHOWS APPROXIMATE LOCATIONS FOR UTILITY REQUIREMENTS OF FOOD SERVICE EQUIPMENT SPECIFIED. CONTRACTOR SHALL VERIFY ACCURACY OF LOCATIONS. |  |
| 2. EXTEND CONDENSATE DRAIN TO FRENCH DRAIN - DIVISION 11. DRAIN LINE TRAP AND 2" AIR-GAP REQUIRED.                                                        |  |
| 3. REFRIGERATION SYSTEM SHALL INCLUDE PRE-WIRED UL-LISTED CIRCUIT BREAKERS AND LINE DISCONNECT SWITCH - DIVISION 11.                                      |  |



REFER TO ARCHITECTURAL  
DRAWINGS FOR  
COOLER/FREEZER LOCATIONS



FOOD FACILITIES DESIGNERS & CONSULTANTS

7948 GOODWOOD BOULEVARD  
BATON ROUGE, LA 70806

225.923.1289    WWW.FUTCHDESIGN.COM

## Project Manual

# SB- 10592 St. Amant Primary - Temporary Kitchen Remediation



Ascension Parish School Board

• • • • •

October 27, 2016  
Project No. C16-0071g



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8316 Kelwood Avenue, Baton Rouge, LA 70806  
Ph (225) 216-3770 / Fax (225) 216-3771

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|                                                                                                                       |    |
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**David Alexander**  
Superintendent

**Patricia Russo**  
Board President  
District 7B

**Taft Kleinpeter**  
Vice President  
District 5B



1100 Webster Street  
Donaldsonville, LA 70346  
(225) 391-7000 (Gonzales) | (225) 257-2000 (Donaldsonville)  
[www.apsb.org](http://www.apsb.org)

Robyn Penn Delaney, District 1  
Scott Duplechein, District 2  
Julie Blouin, District 3  
Kerry Diez, District 4A  
John Murphy, District 4B  
Shawn Sevario, District 5A  
Lorraine Wimberly, District 6A  
Louis Lambert, District 6B  
Troy Gautreau, Sr., District 7A

October 24, 2016

## ADVERTISEMENT FOR BID

Sealed Bids will be received by the Ascension Public Schools, Attention Carl W. Fontenot, Purchasing Department, 1100 Webster Street, Donaldsonville, LA 70346, not later than 1:00 p. m., Tuesday, November 22, 2016, for the following:

### SB-10592

### St. Amant Primary -Temporary Kitchen Remediation

A **mandatory** Pre-Bid Conference will be held at 8:00 a. m., November 11, 2016, at the main office, at location and address, St. Amant Primary – 44365 Hwy 429, St. Amant, LA 70774. **No bid will be accepted from any contractor who does not attend and sign-in at the Pre-Bid Conference.** The Bids will be opened at the School Board Office immediately following the close of bid time on the above noted date.

Preliminary bid information may be obtained by contacting Mr. Carl Fontenot, Purchasing Manager, 1100 Webster Street, Donaldsonville, Louisiana 70346, 225/391-7133 or via **BidSync.com**.

It is the policy of the Ascension Public Schools to provide equal opportunities without regard to race, color, national origin, sex, age, disabilities, or veteran status in educational programs and activities. This includes, but is not limited to, admissions, educational services financial aid and employment.

ASCENSION PUBLIC SCHOOLS  
/s/David Alexander  
Superintendent

Insertion Dates:   October 27, 2016  
                              November 3, 2016  
                              November 10, 2016

# INSTRUCTIONS TO BIDDERS

Dated 12/4/15

## ARTICLE 1

### DEFINITIONS AND INTRODUCTION

- 1.1 The Bidding Documents and the Contract Documents include the following:  
Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions of the Contract for Construction, AIA Document A 201, 2007 Edition, Supplementary General Conditions, Contract Between Owner and Contractor, AIA Document A 101, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM, Performance and Payment Bond(s), Specifications Divisions 1 through 33, Drawings, and Addenda.
- 1.2 The Owner of the proposed work is  
**Ascension Parish School Board  
1100 Webster St.  
P.O. Box 189  
Donaldsonville, LA 70346**
- 1.3 The title of work will be as indicated in the Advertisement for Bids.
- 1.4 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A 201 or in other Contract Documents are hereby made a part of the Instructions to Bidders.
- 1.5 **Addenda** are written or graphic instruments issued by the Architect prior to the opening of bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, corrections and prior approvals.
- 1.6 A **Bid** is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.7 The **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described as the Base Bid, to which Work may be added for sums stated in Alternate Bids.
- 1.8 An **Alternate Bid** (or Alternate) is an amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the Work or change in materials or methods of construction described in the Bidding Documents is accepted.
- 1.9 A **unit price** is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services or a portion of the Work as described in the Bidding Documents.
- 1.10 A **Bidder** is a person or entity who submits a Bid.
- 1.11 A **Sub-bidder** is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.
- 1.12 **Architects and Engineers:** The Architect of record or his authorized representative, and the consulting Engineer(s) whose seal(s) occur on the Construction Documents will administer the construction contract.
- 1.13 **Bid Forms** can be found immediately following these instructions to bidders.
- 1.14 A **Unit Price** is an amount proposed by Bidder and stated on the Bid Form as a price per unit of measurement for materials and/or services that shall be added or deducted from the contract sum by Change Order in the event the estimated quantities of work required by the Contract Documents are increased or decreased.

12/4/15

Instructions to Bidders

ARTICLE 2

**BIDDER'S REPRESENTATION**

- 2.1 The Bidder by making his Bid represents that:
  - 2.1.1 The Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith, and,
  - 2.1.2 The Bidder has visited the site(s) and has familiarized himself with all of the local conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents, and,
  - 2.1.3 The Bid is based upon the materials, systems, and equipment described in the Bidding Documents as advertised and as modified by Addenda, without exception, and,
  - 2.1.4 The Bidder is fully qualified under all Louisiana State Laws, and all local licensing laws for Contractors in effect at the time and at the location(s) of the Work before submitting his Bid, and that all of his Sub-bidders or prospective Sub-contractors are duly licensed in accordance with all laws, (if required).
  - 2.1.5 His bid is not based on any verbal instructions contrary to the Contract Documents and addenda.

**ARTICLE 3  
BIDDING DOCUMENTS**

- 3.1 COPIES
  - 3.1.1 Bidding Documents may be obtained directly from the Architect for a deposit of amount per set as described in Article 11. Deposits will be refunded only if Bidding Documents are received by the Architect within 10 days after bid date specified in the Advertisement for Bids. No deposits will be refunded if Bidding Documents are received late. No deposit will be refunded for returned torn, not bound, nor incomplete, partial sets of Bidding Documents which are not in good condition. The Architect will not call to warn bidders when Bidding Documents are due. Submit Louisiana Contractor's License Number, name and address phone, and fax when ordering plans.
  - 3.1.2 Cost of postage paid by bidders to receive plans will not be refunded. All costs of postage or delivery to return sets of documents to the Architect shall be paid for by the company which procured said sets.
  - 3.1.3 Bid documents are also available from this website: <http://www.bidsync.com/>
  - 3.1.4 Bidders shall use complete sets of Bidding Documents in preparing bids; neither the Owner nor the Architect assumes responsibility for errors, omissions, and misinterpretations resulting from the use of incomplete sets of Bidding Documents. Prior to bidding, verify all specification page numbers and Drawing sheet numbers with the specified index to insure receipt of all documents.
  - 3.1.5 The Owner or Architect in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.
- 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS
  - 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work of separate contractors to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and all local conditions, and shall at once report to the Architect all ambiguities, inconsistencies, or errors discovered in the Bidding Documents or errors relating to the Project site.

12/4/15

Instructions to Bidders

- 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect to reach him at least seven (7) working days, exclusive of weekends and holidays, prior to the date for receipt of Bids.
- 3.2.3 Interpretations, corrections, or changes of the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.
- 3.3 SUBSTITUTIONS- (PRIOR APPROVAL REQUIRED)
  - 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
  - 3.3.2 No substitution will be considered prior to receipt of Bids unless a complete written request for approval has been submitted by the proposer and has been received by the Architect at least seven (7) working days, exclusive of weekends and legal holidays, prior to the date for receipt of Bids (RS 38:2295C).
  - 3.3.3 All request shall include the name of the material or equipment for which it is to be substituted, the location, and a complete description of the proposed substitute including model numbers, colors, textures, drawings, cuts, performance and test data and all other detailed information necessary for a complete evaluation. A written statement setting forth all changes in other materials, equipment, or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included.
  - 3.3.4 The burden of proof of the merit of the proposed substitution is upon the proposer. Incomplete product submittals not indicating meeting the standards specified, colors, textures, actual samples, sufficient dimensions, quality, and strength of materials, and other standards specified will not be reviewed and will not be added to the list of prior approvals specified by addendum.
  - 3.3.5 The Architect's decision of approval or disapproval of a proposed substitution shall be final.
  - 3.3.6 The Architect reserves the right to reject products for which incomplete test data, samples, telephone numbers of users of products and information has been submitted. All test data and information shall meet or exceed standards specified. Manufacturers are responsible for submitting all information and all additional information requested by the Architect prior to the date specified above. Substitutions which require substantial revision of the Contract Documents will not be considered. The Architect reserves the right to reject materials and equipment proposed for this Project.
  - 3.3.7 The Contractor shall have the option to use prior approval substitutions. No extra payment by Change Order will be approved for additional Work, materials, and equipment required to incorporate prior approved substitutions.
  - 3.3.8 If the Architect approves a proposed substitution, prior to receipt of Bids, such approval will be set forth in a written Addendum. Bidders shall not rely upon approvals made in any other manner.
  - 3.3.9 The Architect reserves the right to reject materials and equipment at a later date after opening of bids if it is detected by the Architect that incomplete or false information was submitted prior to bidding.
- 3.4 ADDENDA
  - 3.4.1 Addenda will be attempted to be mailed by the Architect to all who are known by the Architect to have received a complete set of Bidding Documents. Because of errors in addresses, mistakes by mail carriers, and other human errors, all addenda are not always delivered to all bidders on time, all of the time.

12/4/15

Instructions to Bidders

- 3.4.2 All bidders who have received or who have reviewed bidding documents shall be responsible for verifying whether or not they have received all Addenda. Do not rely solely on mail, published reports, printed journals, published reports, or other delivery or information systems to verify receiving all Addenda.
- 3.4.3 All bidders shall be responsible for calling the Architect's Office within 72 hours prior to the date and time of opening of Bids to verify receipt of all Addenda issued by the Architect. All Bidders shall be responsible for picking up all Addenda not yet received from the Architect's office.
- 3.4.4 Copies of Addenda will be attempted to be made available for inspection wherever Bidding Documents are on file for that purpose, however, call the Architect to verify Addenda receipt.
- 3.4.5 Addenda shall normally not be issued within a period of seventy-two (72) hours, excluding weekends and any legal holiday, prior to the advertised time for the opening bids except an Addendum withdrawing the specified request for Bids, or one which includes postponement of the date for receipt of Bids. If it is necessary to issue an addendum within the seventy-two (72) hour period prior to receipt of bids, the receipt of such bids shall be extended a minimum of exactly seven (7) days, or more, up to 30 days without the requirement of re-advertising. The Owner shall be consulted prior to issuance of such an addendum, and shall approve such issuance.
- 3.4.6 All Bidders shall ascertain prior to submitting Bids that they have received all Addenda issued by the Architect, and all Bidders shall acknowledge said receipt in the space indicated on the Bid Form.
- 3.4.7 Failure to acknowledge receipt of all Addenda issued for this Project in the space(s) specified on the Bid Form will render the proposal informal and will cause its rejection.
- 3.4.8 All addenda shall become part of the Contract Documents. All Bidders shall be bound by all Addenda whether or not received by said Bidders.
- 3.4.9 The Owner shall have the right to extend the bid date by up to (30) days. Any such extensions shall be made by addendum issued by the Architect.

**ARTICLE 4  
BIDDING PROCEDURE**

- 4.1 FORM AND STYLE OF BIDS
  - 4.1.1 Bids shall be submitted on forms identical to the bid form included with the Bidding Documents, or as modified by Addenda. Legible copies of the bid form are acceptable.
  - 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 Interlineations, alterations, and erasures of the filled in information shall be initialed by the signer of the Bid, or his duly 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 will cause its rejection. If no change in the Base Bid is required by the Alternate, enter "No Change" for the Alternate(s), (if any).

12/4/15

Instructions to Bidders

- 4.1.6 The Bidder shall make no additional stipulations 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 a statement that the Bidder is a sole proprietor, a partnership, a corporation, or other legal entity where indicated on the bid form. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to the specified Contract. A Bid by a legal entity shall have filed in the Secretary of State's office a resolution indicating the names of all parties authorized to submit public bids for public contracts if required by State law, or a bid by a legal entity shall have a corporate resolution attached to the bid if required by State law, and shall give the state of incorporation. A Bid by a corporation shall have the person signing the Bid who is an officer of the corporation. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder. Verify complying with all Louisiana bidding law requirements prior to submitting bids.
- 4.1.8 On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under R. S. 37:2150-2163 and indicate his Louisiana Contractor's license number on the outside of the bid envelope.
- 4.2 BID SECURITY
- 4.2.1 No Bid will be considered or accepted unless the bid is accompanied by a 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 a bid bond (A.I.A. Document A310) written by a surety company licensed to do business in Louisiana, countersigned by a person who is under contract with the surety company or bond issuer as a licensed agent in Louisiana who is residing in Louisiana and accompanied by appropriate power of attorney and in favor of the Owner. The surety company shall be licensed to do business in the State of Louisiana listed in the Department of the Treasury Circular 570, latest revision. The Surety Company shall have an A.M. Best Company minimum rating with a minimum financial size in accordance with the General Conditions. No company, regardless of the size or financial rating, will be allowed to write its own bond.
- 4.2.2 Bid security furnished by the Contractor shall guarantee that the Contractor shall, if awarded the Work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bond(s) and insurance as required by these Contract Documents, within the time specified in the Supplemental General Conditions, Article 11 or after verbal or written notice has been issued 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 or insurance, 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 and insurance have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
- 4.2.5 If the Bid Security attached to the bid form is a Bid Bond, then said Bid Bond shall be prepared as specified herein.
- 4.3 SUBMISSION OF BIDS
- 4.3.1 Bids, bid security, and all other additional required information, (if any, and if specified), shall be enclosed and sealed in an opaque bid envelope.
- 4.3.2 The outside of the bid envelope (or outermost envelope if mailed by and delivered by United States Mail, Express Mail, Priority Mail, UPS, Federal Express, and all other similar types of carrier delivery,) shall be labeled as follows:

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Instructions to Bidders

- o Addressed to the Owner
    - o Identify the name of the Bidder
    - o Identify the sealed bid envelope exactly as follows, **Sealed Bid SB-10592**
    - o Identify the Louisiana Contractor's license number of the Bidder (if applicable)
  - **Failure to label all envelopes or boxes exactly as stated above shall result in a MANDATORY rejection of this bid. APSB does not have the right to waive informalities as dictated by public bid law. Sole responsibility for properly labelling, mailing and delivering of bids is that of the bidder.**
- 4.3.3 Sealed Bids will be received by the Owner until the time and date, and at the location specified in the Advertisement for Bids.
- 4.3.4 Bidders submitting bids to the Owner's bid receipt location shall assume full responsibility for the timely delivery and Owner's receipt of bids at the specified location prior to the time and date specified for receipt of Bids.
- 4.3.5 Bids may also be submitted electronically via [www.bidsync.com](http://www.bidsync.com). Include all required bid documents by attaching them with electronic bids.
- 4.3.6 Owner's receipt of a bid for any reason after the date and time stipulated on the Advertisement for Bids, including but not limited to late delivery by carrier service, late mail, late hand delivery by anyone, leaving bid(s) with someone not specifically designated by the Owner to receive bid(s) prior to bid receipt, incorrect addresses, misunderstood information, misunderstood directions, or all other types of late delivery, and excuses shall disqualify the bid.
- 4.3.7 Thoroughly review Bid Form early to insure having all of the required information on time.
- 4.3.8 Bids received after the time and date specified for the receipt of bids will be returned unopened.
- 4.3.9 Oral, telephonic, "faxed", or telegraphic Bids or modifications to bids are invalid and will not receive consideration. The Owner will not consider notations written on the outside of the Bid Envelope which have the effect of the Bidder trying to amend the Bid.
- 4.3.10 Bids will be accepted only from Contractors that attend the Pre-Bid Conference. Date, time and location of the Pre-Bid Conference are indicated in the Advertisement for Bids.
- 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 the Bidder so agrees in submitting his Bid, except in accordance with Act 111 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 or Owner 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. A change shall be so worded as not to reveal the amount of the original bid.

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4.4.3 Withdrawn bids may be changed, re-sealed, and resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders and all of the Bidding Documents and Contract Documents.

4.4.4

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

**ARTICLE 5  
CONSIDERATION OF BIDS**

**5.1 RECEIPT OF BIDS**

5.1.1 All properly identified Bids received on time will be opened publicly and will be read aloud as specified in the Advertisement for Bids.

5.1.2 Bids without Louisiana Contractor's license numbers on the bid envelopes may be opened and may be read aloud if it is thought that the proposed Project may be under \$50,000.00. Said Bids may be acceptable if the Bids are under \$50,000.00 and they meet all requirements of the Contract Documents.

**5.2 REJECTION OF BIDS**

5.2.1 The Owner will have the right to reject any or all Bids and in particular to reject a Bid not accompanied by a required bid security or data or information required by the Bidding Documents or reject a Bid which is in any way incomplete, irregular, or not in compliance with the Contract Documents.

**5.3 ACCEPTANCE OF BID (AWARD)**

5.3.1 Determination of the low Bidder shall be on the basis of the sum of the Base Bid, and the Alternates accepted by the Owner, (if any).

5.3.2 The Owner reserves the right to accept or reject alternates which, in the Owners judgement, is in the Owner's own best interest.

5.3.3 If the Owner decides to accept one (1) or more Alternates, (if any), and if accepting certain Alternates determines a low bidder, Alternate(s) will be accepted in numerical order.

5.3.4 If the Owner decides to accept one (1) or more Alternates, (if any), and if accepting certain Alternates does not determine a low bidder, Alternate(s) may be accepted out of numerical order.

**ARTICLE 6  
POST-BID INFORMATION**

**6.1 CONTRACTOR'S QUALIFICATION STATEMENT**

6.1.1 Upon request by the Architect or the Owner, Bidders may be required to submit properly executed AIA Document A 305, Contractor's Qualification Statements. In addition, any bidder may be required, at the discretion of the Owner, to furnish evidence satisfactory to the Owner that his proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the contract in a satisfactory manner.

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- 6.2 At the Pre-Construction Conference, the contractor shall submit the following information to the Architect.
- 6.2.1 A designation of the work to be performed by the Contractor with his own forces.
- 6.2.2 A breakdown of the contract cost attributable to each item listed in the Schedule of Values Form (attached). No payments will be made to the Contractor until this is received.
- 6.2.3 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana and Ascension Parish Subcontractors, manufacturers, suppliers and labor.

**ARTICLE 7  
PERFORMANCE AND PAYMENT BOND AND INSURANCE**

7.1 BOND REQUIREMENTS

- 7.1.1 The Contractor shall furnish and pay for a performance and payment bond written by a company licensed to do business in Louisiana, and shall be countersigned by a person who is contracted with the surety company or bond issuer as an agent of the company or issuer, and who is licensed as an insurance agent in this state, and who is residing in Louisiana, in an amount equal to the 100% of the Contract amount to guarantee delivery of completed work under contract and payment for labor and materials. These bonds shall be written on A.I.A. Document A312, Current Edition. No company, regardless of size or financial rating, will be allowed to write its own bonds. The Surety Company shall have an A.M. Best Company minimum rating with a minimum financial size in accordance with the General Conditions. Bonds must be accompanied by letter stating bonding company's current rating for verification prior to acceptance by the Owner and execution of the formal Owner/Contractor agreement.

7.2 TIME OF DELIVERY

- 7.2.1 The Bidder shall hand deliver the specified required bond(s) to the Owner prior to the Owner's signing of the Contract. The Bidder shall be responsible for picking up a copy of the Contract from the Architect and delivering same to the bonding agency, securing the required, signed bond(s) and delivering same to the Architect and Owner in a very timely manner.
- 7.2.2 The bond(s) shall be dated on the date of commencement of Work indicated in the Contract.
- 7.2.3 The Bidder shall require the Attorney-in-Fact who executes the required bond(s) on behalf of the surety to affix thereto a certified and current copy of his power of Attorney.
- 7.2.4 Original insurance certificates, signed in ink, indicating amounts of insurance required, Louisiana Workmen's Compensation, and all other specified insurance shall be presented to the Owner with the bond(s). Copies of originals and "faxed" copies of certificates of insurance are not acceptable.
- 7.2.5 No actual physical on site work shall begin prior to securing specified insurance and bonds.

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**ARTICLE 8  
FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**8.1 FORM TO BE USED**

- 8.1.1 Unless otherwise specified, the form of the Contract to be used shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor, 2007 Edition where the basis of payment is a Stipulated Sum. The agreement form will be prepared by the Architect for the Owner and issued to the Contractor for execution and returned to the Owner for signature. Executed bonds and insurance certificate must be submitted to the Owner by the Contractor within ten (10) days of the date of the Notice of Award.

**8.2 AWARD**

- 8.2.1 If awarded, the Contract will be let to the lowest responsible bidder whose base bid is within the project budget and is able to furnish satisfactory surety company bonds. Before award of the Contract, the successful bidder 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. Should all bids exceed the project budget, award will be made at option of the Owner to the lowest responsible bidder whose base bid is within funds available.

**ARTICLE 9  
COMPLETION TIME AND LIQUIDATED DAMAGES**

- 9.1 The Bidder shall commence the Work under this Contract on a date specified by the Owner as specified in Article 8 of the Supplementary Conditions and to be substantially complete by January 25, 2017, with final completion by February 3, 2017.
- 9.2 Completion of the Contract shall be subject to such extensions as may be granted in the General Conditions and the Supplementary Conditions, or the Contractor will be subject to pay to the Owner Liquidated Damages per the following schedule:

**SCHEDULE OF LIQUIDATED DAMAGES**

| Contract Amount              | L.D. per Day     |
|------------------------------|------------------|
| Up to \$100,000              | \$ 100           |
| \$100,000 to \$300,000       | \$ 175           |
| \$300,000 to \$500,000       | \$ 200           |
| \$500,000 to \$600,000       | \$ 250           |
| \$600,000 to \$800,000       | \$ 400           |
| \$800,000 to \$1,000,000     | \$ 600           |
| \$1,000,000 to \$2,000,000   | \$ 700           |
| \$2,000,000 to \$4,000,000   | \$ 800           |
| \$4,000,000 to \$6,000,000   | \$ 1200          |
| \$6,000,000 to \$8,000,000   | \$ 1600          |
| \$8,000,000 to \$10,000,000  | \$ 1800          |
| \$10,000,000 to \$12,000,000 | \$ 2000          |
| \$12,000,000 to \$15,000,000 | \$ 2300          |
| Above \$15,000,000           | To be determined |

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Instructions to Bidders

## **ARTICLE 10 ENVIRONMENTAL CONSIDERATIONS**

### **10.1 Inspection and Testing for Asbestos Content of Building Materials:**

#### **NOTICE!**

Building materials which are scheduled to be incorporated into the work under the agreement shall first either be certified by the Manufacturer to be asbestos free or be inspected and tested by accredited parties and certified to be free of asbestos content in accordance with by EPA, AHERA, and 1982 School Rules.

"Asbestos" means the Asbestiform varieties of: Chrysotile (Serpentine), Crocidolite (Riebecrite), Ammosite (cummingtonitegrunerite), Anthophyllite, Tremolite and Actinolite.

Materials shall not be incorporated into the work prior to the receipt of either manufacturer certification or accredited laboratory test results indicating the building material is asbestos free. Copies of the test reports shall be furnished to the Owner and the Architect.

The Owner reserves the right to inspect and take samples at random at the job site. Materials containing asbestos shall be removed immediately at the Contractor's expense using current EPA protocol for the removal of asbestos containing materials.

## **ARTICLE 11 ADDITIONAL BIDDER INFORMATION**

### **11.1 Bidding Documents may be obtained from the Architect:**

Firm Name: Domain Architecture  
Contact Name: Chris Haftek  
Address: 8316 Kelwood Avenue  
City, Louisiana Zip Code: Baton Rouge, LA 70806  
Phone: 225-216-3770  
E-mail: chaftek@domain-dsgn.com

11.1.1 A plan deposit of \$ 100.00 is required for each set of complete bidding documents requested. No partial sets will be issued.

11.1.2 If mailed sets are requested, add \$ 20.00 non-refundable deposit for each set for postage and handling.

11.1.3 Deposits on the first set of documents issued to bonafide prime bidders (bidders submitting bids for the entire project on the specified project bid forms) will be fully refunded (100%) upon return of complete bound documents, received by the architect in good condition no later than ten (10) days after the bid date as specified in the Advertisement for Bids. All other sets of documents will be refunded (50%) of the deposit upon return of complete bound documents, received by the architect in good condition no later than ten (10) days after the bid date as specified in the Advertisement for Bids.

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Instructions to Bidders

**ARTICLE 12  
POST-BID SUBMITTAL FORMS**

- 12.1 Only the apparent low bidder is required to submit the following completed forms within ten days after bid opening. These blank forms are included in the project specifications manual.
- Attestation Clause Form
  - Verification of Employees Affidavit
  - Non-collusion Affidavit
- 12.2 The bidder SHOULD NOT include these forms in the bid envelope.
- 12.3 The apparent low bidder has a maximum of 10 days from the bid opening to produce any required post bid submittal forms. If the apparent low bidder does not submit the proper information or documentation as required by the bidding documents within the ten-day period, such bidder shall be declared non-responsive, which will result in automatic disqualification of bid.

End of Instructions to Bidders

## LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO:** Ascension Parish School Board  
 1100 Webster Street  
 P. O. Box 189  
 Donaldsonville, LA 70346  
*(Owner to provide name and address of owner)*

**BID FOR:** Sealed Bid # 10592  
 St. Amant Primary -  
 Temporary Kitchen Remediation  
*(Owner to provide name of project and other identifying information)*

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Domain Architecture - A Professional Architectural Corporation and dated: October 27, 2016  
*(Owner to provide name of entity preparing bidding documents.)*

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

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

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

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

\_\_\_\_\_ - not applicable - \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ - not applicable - \_\_\_\_\_)

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

\_\_\_\_\_ - not applicable - \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ - not applicable - \_\_\_\_\_)

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

\_\_\_\_\_ - not applicable - \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ - not applicable - \_\_\_\_\_)

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_  
 \_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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

\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

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

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

**TO:**           Ascension Parish School Board  
                   1100 Webster Street  
                   P. O. Box 189  
                   Donaldsonville, LA 70346  
                   (Owner to provide name and address of owner)

**BID FOR:**       Sealed Bid # 10592  
                           St. Amant Primary -  
                           Temporary Kitchen Remediation  
                           (Owner to provide name of project and other identifying information)

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

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

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

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

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

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

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

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

**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**

## Document 004300 – Bid Bond

American Institute for Architects, AIA Document A310, 2010 edition, Bid Bond Form, is included in this project by reference.

Obtain this copyrighted form by purchasing from AIA-Louisiana office (tel. 225-387-5579), or other agencies authorized to issue this form.

Complete and submit this form with the Bid.

**St. Amant Primary -**  
**Temporary Kitchen Remediation**  
**Name of Project**

**SB - 10592**  
**Project No.**

**ATTESTATION CLAUSE REQUIRED BY  
LA. R.S. 38:2227 (PAST CRIMINAL CONVICTIONS OF BIDDERS)**

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

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**

AFFIDAVIT

**L.A. R.S. 38:2212.10 Verification of Employees**

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the  
state and parish or county aforesaid, personally came and appeared \_\_\_\_\_  
(name/print or type)

representing \_\_\_\_\_,  
(company/print or type) (mailing address/print or type)

who, being by me first duly sworn deposed and said that he or she has read and signed this Affidavit and  
he/she does hereby attest, under oath, as follows:

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires 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 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.

Prospective bidder or representative to sign **and** type or print name  
below signature

\_\_\_\_\_  
Affiant – Signature

\_\_\_\_\_  
Printed Name

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA

SCHOOL: St. Amant Primary -

ASCENSION PARISH SCHOOL BOARD

PROJECT: Temporary Kitchen Remediation

AFFIDAVIT

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

Section 2224 of Part II of Chapter 10 of Title 38 of the La. Revised Statutes of 1950 as amended.

(1) That affiant and his firm employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract for the above-referenced project with the Ascension Parish School Board under which he will, if awarded the contract, receive or 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 to be received or received by affiant or his firm was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.

Bidder or representative to sign  
and type name below signature➡

\_\_\_\_\_AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

Note: This form is to be removed and attached to the Bid Proposal Form.

## Document 005200 - Agreement

American Institute for Architects, AIA Document A101, 2007 edition, Standard Form of Agreement between Owner & Contractor, is included in this project by reference.

Upon request to the Architect, copies will be furnished for reference.

# **AIA® Document A201™ – 2007**

## **General Conditions of the Contract for Construction**

### **for the following PROJECT:**

*(Name and location or address)*

Projects for Ascension Parish School Board

### **THE OWNER:**

*(Name, legal status and address)*

Ascension Parish School Board  
1100 Webster Street  
Donaldsonville, Louisiana

### **THE ARCHITECT:**

*(Name, legal status and address)*

Domain Architecture – A Professional Architectural Corporation  
(a merger of Noland & Wong, and Domain Design Architecture)  
8316 Kelwood Avenue  
Baton Rouge, Louisiana 70806

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### **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.

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**Weather Delays**

15.1.5.2

**Work, Definition of**

**1.1.3**

**Written Consent**

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

**Written Interpretations**

4.2.11, 4.2.12

**Written Notice**

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

**Written Orders**

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

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

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

#### **§ 1.1.2 THE CONTRACT**

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

#### **§ 1.1.3 THE WORK**

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

#### **§ 1.1.4 THE PROJECT**

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

#### **§ 1.1.5 THE DRAWINGS**

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

#### **§ 1.1.6 THE SPECIFICATIONS**

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

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

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

#### **§ 1.1.8 INITIAL DECISION MAKER**

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

#### **§ 1.1.9 to § 1.1.16 (see Supplementary Conditions)**

### **§ 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. (see Supplementary Conditions)

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§ 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 material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication. (see Supplementary Conditions)

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

### § 1.6 TRANSMISSION OF OATA IN DIGITAL FORM

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

## ARTICLE 2 OWNER

### § 2.1 GENERAL

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

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

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 deleted (see Supplementary Conditions)

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

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of

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information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. (see Supplementary Conditions)

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

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

#### § 2.3 OWNER'S RIGHT TO STOP THE WORK

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

#### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

§ 2.5 & § 2.6 (see Supplementary Conditions)

### ARTICLE 3 CONTRACTOR

#### § 3.1 GENERAL

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

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

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

#### § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall

promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

**§ 3.2.5** (see Supplementary Conditions)

### **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

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

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

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

**§ 3.3.4** (see Supplementary Conditions)

### **§ 3.4 LABOR AND MATERIALS**

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

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

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

**§ 3.5 WARRANTY**

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

**§ 3.6 TAXES**

(see Supplementary Conditions) 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.

§ 3.7.1.1 (see Supplementary Conditions)

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

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

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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**§ 3.8 ALLOWANCES**

**§ 3.8.1** (see Supplementary Conditions)

*(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 shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. (see Supplementary Conditions)

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

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

**§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

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

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

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. (see Supplementary Conditions)

**§ 3.10.4** (see Supplementary Conditions)

**§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

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

**§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

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

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

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

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

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

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

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

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

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

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

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**§ 3.13 USE OF SITE**

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

**§ 3.13.1, § 3.13.2 & § 3.13.3** (see Supplementary Conditions)

**§ 3.14 CUTTING AND PATCHING**

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

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

**§ 3.15 CLEANING UP**

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

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

**§ 3.16 ACCESS TO WORK**

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

**§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

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

**§ 3.18 INDEMNIFICATION**

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

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

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§ 3.19, § 3.20, § 3.21 & § 3.22 (see Supplementary Conditions)

#### ARTICLE 4 ARCHITECT

##### § 4.1 GENERAL

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

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

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

##### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until expiration of (1) year correction period. (see Supplementary Conditions) The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

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

##### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. (see Supplementary Conditions)

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

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

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

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

§ 5.2.1 (see Supplementary Conditions)

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**§ 5.2.2 Deleted (see Supplementary Conditions)**

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

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

**§ 5.3 SUBCONTRACTUAL RELATIONS**

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

**§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

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

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

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

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

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

**ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

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

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

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

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

## § 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

## § 6.3 OWNER'S RIGHT TO CLEAN UP

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

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

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

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

## § 7.2 CHANGE ORDERS

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

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.
- .4 (see Supplementary Conditions)

§ 7.2.2, § 7.2.3 & § 7.2.4 (see Supplementary Conditions)

## § 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in section 7.3.7.6 below (see Supplementary Conditions). In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

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- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.
- .6 (see Supplementary Conditions)

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

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

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

§ 7.3.11 & § 7.3.12 (see Supplementary Conditions)

#### § 7.4 MINOR CHANGES IN THE WORK

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

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

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

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

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

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

#### § 8.2 PROGRESS AND COMPLETION

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

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

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

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### **§ 8.3 DELAYS AND EXTENSIONS OF TIME**

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

**§ 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.

**§ 8.3.4 & § 8.3.5** (see Supplementary Conditions)

### **ARTICLE 9 PAYMENTS AND COMPLETION**

#### **§ 9.1 CONTRACT SUM**

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

#### **§ 9.2 SCHEDULE OF VALUES**

(see Supplementary Conditions)

#### **§ 9.3 APPLICATIONS FOR PAYMENT**

**§ 9.3.1** (see Supplementary Conditions)

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

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

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

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

#### **§ 9.4 CERTIFICATES FOR PAYMENT**

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

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

**§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 & .9 (see Supplementary Conditions)

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

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

**§ 9.6 PROGRESS PAYMENTS**

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

**§ 9.6.2** The Contractor shall pay each Subcontractor (see Supplementary Conditions) 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. (see Supplementary Conditions)

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

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

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

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

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

§ 9.7 deleted (see Supplementary Conditions)

§ 9.8 SUBSTANTIAL COMPLETION (see Supplementary Conditions)

(Paragraphs deleted)

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 (see Supplementary Conditions)

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. .... (see Supplementary Conditions) The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract

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Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. .... (see Supplementary Conditions) If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. (see Supplementary Conditions)

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

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

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

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

**§ 9.11** (see Supplementary Conditions)

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

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

### **§ 10.2 SAFETY OF PERSONS AND PROPERTY**

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

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

.4, .5 & .6 (see Supplementary Conditions)

**§ 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 (see Supplementary Conditions) safety of persons or property or their protection from damage, injury or loss. (see Supplementary Conditions)

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

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

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

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

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

**§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**

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

§ 10.2.9 (see Supplementary Conditions)

**§ 10.3 HAZARDOUS MATERIALS**

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. (see Supplementary Conditions)

§ 10.3.3 deleted (see Supplementary Conditions)

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

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

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

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**§ 10.4 EMERGENCIES**

(see Supplementary Conditions)

**ARTICLE 11 INSURANCE AND BONDS**

**§ 11.1 STANDARDIZED INSURANCE REQUIREMENTS FOR ALLAPSB CONTRACTS** (see Supplementary Conditions)

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

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

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

**§ 11.1.2.1, § 11.1.2.2, § 11.1.2.3, & § 11.1.2.4** (See Supplementary Conditions)

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

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

(See Supplementary Conditions)

**§ 11.2** deleted (See Supplementary Conditions)

**§ 11.3 PROPERTY INSURANCE** (See Supplementary Conditions)

(Paragraphs deleted)

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**§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

**§ 11.4.1** The (See Supplementary Conditions) Contractor shall 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** (See Supplementary Conditions)

**§ 11.5 & § 11.6** (See Supplementary Conditions)

**ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

**§ 12.1 UNCOVERING OF WORK**

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

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

**§ 12.2 CORRECTION OF WORK**

**§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

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

**§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

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

**§ 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.

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

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

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located. (See Supplementary Conditions)

### § 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. , (See Supplementary Conditions) neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 deleted (See Supplementary Conditions)

### § 13.3 WRITTEN NOTICE

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

### § 13.4 RIGHTS AND REMEDIES

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

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

§ 13.4.3 (See Supplementary Conditions)

### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. (See Supplementary Conditions) The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

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

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

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

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

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

§ 13.6 deleted (See Supplementary Conditions)

§ 13.7 deleted (See Supplementary Conditions)

§ 13.8 (See Supplementary Conditions)

#### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

##### § 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
  - .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
  - .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- deleted (See Supplementary Conditions)

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

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

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

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days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

**§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

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

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

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

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

**§ 14.2.3.1** (See Supplementary Conditions)

**§ 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..... (See Supplementary Conditions) 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** (See Supplementary Conditions)

**§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

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

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

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

**§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 CLAIMS

#### § 15.1.1 DEFINITION

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

#### § 15.1.2 NOTICE OF CLAIMS

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

#### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

#### § 15.1.4 CLAIMS FOR ADDITIONAL COST

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

#### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. (See Supplementary Conditions)

§ 15.1.5.2 (See Supplementary Conditions)

§ 15.1.5.3 (See Supplementary Conditions)

#### § 15.1.6

(Paragraphs deleted)

deleted (See Supplementary Conditions)

### § 15.2 INITIAL DECISION

(See Supplementary Conditions)

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

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§ 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.

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

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation (See Supplementary Conditions).

§ 15.2.6 Either party may file for mediation of an initial decision at any time. (See Supplementary Conditions)

§ 15.2.6.1 Deleted (See Supplementary Conditions)

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

§ 15.2.8 Deleted (See Supplementary Conditions)

#### § 15.3 MEDIATION

§ 15.3.1 (See Supplementary Conditions)

§ 15.3.2 (See Supplementary Conditions)

(Paragraph deleted)

#### § 15.4 ARBITRATION

§ 15.4.1 Deleted (See Supplementary Conditions)

§ 15.4.1.1 Deleted (See Supplementary Conditions)

§ 15.4.2 Deleted (See Supplementary Conditions)

§ 15.4.3 Deleted (See Supplementary Conditions)

#### § 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 (See Supplementary Conditions)

§ 15.4.4.2 Deleted (See Supplementary Conditions)

§ 15.4.4.3 Deleted (See Supplementary Conditions)

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**ARTICLE 16** (See Supplementary Conditions)



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## **SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions modify, change, delete from, or add to the *General Conditions of the Contract for Construction, AIA Document A201 - 2007 Instructions* and apply to all construction projects by the Ascension Parish School Board (**APSB**) beginning July 31, 2014.

Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

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

### **ARTICLE 1 GENERAL PROVISIONS**

#### **1.1 DEFINITIONS**

##### **1.1.1 THE CONTRACT DOCUMENTS**

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

The Contract Documents shall include the Bidding Documents as listed in Article 9, of the A101 – 2007 Agreement between Owner and Contractor and any modifications made thereto by addenda.

##### **1.1.9 through 1.1.16**

Add the following paragraphs after paragraph 1.1.8:

##### **1.1.9 PROJECT MANUAL**

The Project Manual is a volume assembled for the Work that may include bidding requirements, samples forms, Conditions of the Contract, Specifications, Drawings and Addendum issued prior to Bid Opening.

##### **1.1.10 PRODUCT**

The term “Product” includes materials, systems and equipment.

##### **1.1.11 PROVIDE**

The term “Provide” means the furnishing and installing of a product, complete in place, operating, tested and approved: and includes paying for the cost of all labor, materials, equipment, tools, construction equipment and machinery, permits, water, heat, gas, electricity, utilities, shipping, transportation, taxes and all other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

##### **1.1.12 BUILDING CODE AND CODE**

The terms “building code” and “code” refer to regulations of governmental entities having jurisdiction.

**1.1.13 “SHOWN,” “INDICATED,” “DETAILED,” “NOTED,” “SCHEDULED”**

The terms “shown,” “indicated,” “detailed,” “noted,” “scheduled,” and terms of similar import, refer to requirements contained in the Contract Documents.

**1.1.14 “ACCEPTABLE,” “APPROVED,” “REQUIRED,” AND “AS DIRECTED”**

The terms “acceptable,” “approved,” “required,” and “as directed” refer to or indicate work or materials that may be acceptable or approved by the Architect, as the Owner’s agent, only to the extent the work or materials conform to the requirements of the Contract Documents and in no way shall be interpreted to imply any responsibility on the part of the Architect concerning the Contractor’s obligations under Paragraphs 3.3, 3.11, 3.12, 4.2, 10.2.

**1.1.15 ‘KNOWLEDGE’ AND ‘REGOGNIZED’**

The terms “knowledge” and “recognized” , their respective derivatives and similar terms in the Contract Documents as used in reference to the contractor, shall be interpreted to mean that which the Contractor knows, or should know, recognizes, or should recognize, in exercising the care, skill and diligence required by the Contract Documents. Analogously, the expression “reasonably inferable” and similar terms of the Contract Documents shall be interpreted to mean reasonably inferable by a bidding the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

**1.1.16 “NIC” AND “NOT IN CONTRACT**

The terms “NIC” and “Not in Contract” indicate items which are shown or indicated for convenience but are not included as part of this Contract.

**1.2.1 After the last sentence, add the following:**

In the event of a discrepancy in the Contract Documents, the more specific and more detailed descriptive information will take precedence over the general and less detailed description. In case of doubt, the Contractor shall assume that the owner intends that the higher quality, more complete method, system, or process is required. Any work, labor, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce a functionally complete Project or part thereof, will be supplied by the Contractor whether or not specifically stated in the Contract Documents. Reference to standard specifications, manuals, or codes of any technical society, organization, or association or to the laws or regulations of any governmental authority, whether such reference is specific or by implication shall mean the latest standard specifications, manual, code or laws or regulations in effect at the time of the opening of the bids (or the date of the Contract if no advertised bids), unless otherwise specifically stated. However, no provision of any standard specification, manual, or code shall be effective to change the amount of the contract or to change the duties or the responsibilities of the Owner, Contractor or Architect or any of their consultants, agents or employees from those set forth in the Contract Documents.

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

**1.5.1** Delete the first sentence of the paragraph.

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

## **ARTICLE 2 OWNER**

### **2.1.2 Add the following after the end of the paragraph:**

The Owner reserves the right to require the Contractor, all subcontractors and material suppliers to provide lien releases at any time. The Owner reserves the right to withhold progress payments until such lien releases are received for all work for which prior progress payments have been made. Upon the Owner's demand for lien releases (either verbally or written), the Contractor, all subcontractors and material suppliers shall provide such releases with every payment request until Final Acceptance of the Project.

## **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

### **2.2.1 Delete this paragraph.**

### **2.2.3. Add at the end of the sentence:**

Notwithstanding, the Owner does not guarantee the accuracy of surveys provided regarding the location of utility lines, cables, phone lines, pipes or pipelines or the presence or absence of easements. The Contractor shall confirm the location of each utility and make further investigation of all structural, surface and subsurface conditions of the site of the Project.

## **2.5 Add 2.5 and 2.6 as follows:**

### **2.5 OWNER'S REPRESENTATIVE**

The Architect or Engineer or other professional retained by the Owner to design the Project has the responsibility to administer the Contract for Construction, including inspection by himself and his consultants. The assignment of an Owner's Representative in no way transfers any of the professionals of record responsibilities to the Owner.

### **2.6 OWNERS RIGHT TO AUDIT**

The Contractor shall keep full and accurate records of all costs incurred and items invoiced in connection with the Work. These records shall be made available and open to audit by the Owner or its authorized representatives, or the Legislative Auditor for the State of Louisiana during the performance of the Work and for a period of three (3) years after Final Payment.

## **ARTICLE 3 CONTRACTOR**

### **3.2.1 Add the following at the end of the paragraph:**

The Contractor thoroughly understands the Contract Documents and their intent and purpose. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the site. The Contractor is solely responsible for providing a safe place for the performance of the Work. Contractor shall comply with the provisions of the Louisiana Underground Utilities and Facilities Damage Prevention law, R.S. 40:1749.11 et al, as amended prior to any portions of the Work that may require excavation including but not limited to pile driving, digging, auguring, boring, backfilling, dredging, compressing, plowing-in,

trenching, ditching, tunneling, land leveling, grading and or mechanical probing. Damage to any existing underground utilities by the Contractor shall be repaired at the Contractor's sole expense if surveys or other information that has been provided or is available to the contractor indicate the location of said utilities. The Contractor shall undertake to make such further investigations, and coordinate with the Owner to determine the appropriate course of action. Once the course of action is determined, the owner reserves the right to make the appropriate modifications and back-charge the contractor if immediate action is not taken.

**3.2.5 Add the following 3.2.5:**

**3.2.5** Building materials to be incorporated into the Work shall either be certified, in writing, by the manufacturer to be asbestos free or be inspected and tested by accredited testing laboratories and certified to be free of asbestos content in accordance with applicable federal standards, including but not limited to the Asbestos Hazard Emergency Response Act (AHERA) and the Toxic Substance Control Act (TSCA). The word "asbestos" means the Asbestiform, Tremolite, and Actinolite. Copies of tests reports shall be furnished to the Architect. Material discovered to contain asbestos shall be removed immediately at the Contractor's sole cost and expense using current standards of the Louisiana Department of Environmental Quality (DEQ).

**3.3.4 Add the following paragraph:**

**3.3.4** The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage or any unexplained disappearance of property of the Owner. The Contractor shall have full responsibility for the security of such property of the owner for any such loss, damage or injury.

**3.5 Add the following sentence to the end of the Paragraph:**

The Contractor shall warrant and guarantee all material and workmanship for a period of one calendar year from the date of recordation of a certificate of Substantial Completion. This warranty shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.

**3.6 TAXES**

At the beginning of the sentence, add: "Unless otherwise provided in the Contract Documents,"

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

**Add 3.7.1.1**

**3.7.1.1** Before any Work begins, or within thirty (30) days from the date the Contract is executed, whichever occurs first, the Contractor, at his own expense, shall record the Contract and Bond or Bonds required with the Clerk of Court for Ascension Parish. The Contractor shall furnish the Architect and Owner with a Certificate of Recordation, including date, time, book, and folio number. No payment shall be made until Owner received certificate of recordation.

**3.8 ALLOWANCES**

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

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

**3.9 SUPERINTENDENT**

**3.9.1: Add the following sentence to the end of the paragraph:**

“All communications potentially having a bearing on the project schedule, scope or cost shall be documented in writing by the superintendent, and distributed to the Architect. Other communications shall be similarly documented on written request in each case.”

**3.10 CONTRACTOR’S CONSTRUCTION SCHEDULES**

**3.10.1: Add the following sentence to the end of the paragraph:**

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 to completion. Note where any delay in the completion of these tasks will lengthen the project timescale. A revised schedule showing an updated critical path to completion shall be submitted monthly, with each Application and Certificate for Payment. No payment will be made until this schedule is received.

**3.10.3: Add the following sentence to the end of the paragraph:**

If the work is not on schedule, as determined by the Architect, and the Contractor fails to take action to bring the work on schedule, then the Contractor shall be deemed in default under this Contract and the progress of the work shall be deemed unsatisfactory. Such default may be considered grounds for termination by the Owner for cause in accordance with 14.2.

**3.10.4 Add the following:**

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

**3.12.7 Add at the end of the sentence:**

Should the Contractor, subcontractor or sub-subcontractor install, construct, erect or perform any portion of the Work without approval of any required submittal, the Contractor shall bear the cost, responsibility and delay for removal, replacement and/or correction of any and all items, materials and/or labor.

**3.13 Use of Site**

**Add the following sections:**

**3.13.1** The Contractor acknowledges that the Contractor has inspected the site prior to award and accepted the areas for parking, storage and lay-down of materials and access to the site. The Owner will not be required to alter or interrupt any other operations at the Project site.

**3.13.2** The Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.

**3.13.3** Without the prior written approval of the Owner, the Contractor shall not permit any worker to use any existing facilities (lavatories, toilets, entrances or similar items) at the Project site other than those designated in the Contract Documents.

**Add the following Sections:**

### **3.19 LOG OF CHANGES**

The Contractor shall maintain a current log of all RFI's, Change Orders and Construction Change Directives at the site of the Project and shall provide the Owner and Architect access to the same as requested. All such logs must be updated and reviewed at monthly project meetings.

### **3.20 FAILURE TO PERFORM WORK**

Contractor shall be liable to the Owner for all cost or damages that the Owner incurs as a result of the Contractor's failure to perform the Work, or any part thereof, in accordance with the Contract Documents. Contractor's failure to perform shall include, but not be limited to, the failure of its subcontractors and/or suppliers of any tier to perform. The Contractor's liability to the Owner shall include, but not be limited to (1) the increased cost of performance, including extended services of the Architect, Owner's Construction Manager and other consultants, resulting from the Contractor's failure to comply with the Contract Documents; (2) costs of corrective or warranty work; (3) liability to third parties; (4) re-procurement costs; (5) attorney fees and related costs, including costs incurred in enforcing Owner's rights under the Contract Documents; and (6) liquidated damages.

### **3.21 LIENS**

In the event a lien is filed by anyone in relation to the Work, the Owner shall have the right (1) to require the Contractor furnish to the Owner a release of a Lien or claim recorded by the person or entity filling the claim; (2) to require the Contractor to discharge the Lien by posting a bond with the Clerk of Court within five (5) calendar days of notice by the Owner to the Contractor; and/or (3) to retain out of any payment due or thereafter to become due an amount sufficient to indemnify the Owner against any Lien or claims of a Lien, including bond premiums and attorney fees and to apply the same in such manner as Owner deems necessary to satisfy such claim and Liens.

In the event such Lien is not discharged, the Contractor at its sole cost and expense, including attorney fees, shall hold harmless and defend Owner of and from any and all claims, lawsuits, causes of actions and demands of any person or entity asserting or claiming any right as a result of any Lien or claim recorded or unrecorded, against the Contract Funds or the Owner's property.

The Owner shall have the right to terminate the Contract for default or to bond off said Lien (s) all costs incurred as a result thereof, including but not limited to, bond premiums and attorney fees.

Prior to the receipt of partial or Final Payment, as appropriate, Contractor shall provide the Owner a partial or final release of any liens or claims and a partial or final release of all Liens and claims of all persons furnishing labor and/or materials to the Work with satisfactory evidence that there are no other Liens or claims whatsoever outstanding against the Work or Contract.

### **3.22 WORK RELATED TO EXISTING FACILITIES**

**3.22.1** The Contractor shall not perform Work in existing buildings that will interfere with normal school operations, teaching, normal traffic flow, produce excessive noise or shut down utilities without forty-eight (48) hours written notice to the Owner and then only with their concurrence.

**3.22.2** All means of egress shall be maintained at all times during school occupancy to comply with exit requirements in the NFPA 101 Life Safety Code.

**3.22.3** The Contractor shall not allow traffic or operations to encumber school vehicle or pedestrian traffic during school hours to include before school and after school programs. Space for parking of Contractor's personnel and subcontractors is designated in the Contract Documents.

## **ARTICLE 4 ARCHITECT**

### **4.1 GENERAL**

Delete Subparagraph 4.1.1 and substitute the following:

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

Where the term "Initial Decision Maker" (IDM) is used in the Contract Documents, the Architect is the Initial Decision Maker.

### **4.2 ADMINISTRATION OF THE CONTRACT**

**4.2.1** In the first sentence, delete the phrase "the date the Architect issues the final Certificate for Payment" and replace with the phrase "*expiration of (1) one year correction period.*"

**4.2.10** Delete the second sentence of this paragraph.

## **ARTICLE 5 SUBCONTRACTORS**

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

Delete Subparagraph 5.2.1, and substitute the following:

**5.2.1** Unless otherwise required by the Contract Documents, the Contractor shall furnish at the Pre-Construction Conference, to the Owner and the Architect, the following prior to commencement of any work: No Contractor payments shall be made until this information is received in detail.

- a) Fixed job site overhead cost itemized with documentation to support daily rates.

- b) A written list of the names of the Persons or entities (including those who are to furnish materials or equipment fabricated to a special design), proposed for each of the principal portions of the Work.
- c) Labor Burden by trade for both Subcontractors and General Contractor.
- d) Internal Rate Charges for all significant company owned equipment.
- e) Preliminary Schedule for Architect and Owner review. It is imperative that the schedule includes a critical path to completion. This Schedule shall be due within 14 calendar days following award of the contract.
- f) Contact list for General Contractor to include Project Manager and Superintendent.

**5.2.2 Delete section 5.2.2 in its entirety.**

**5.2.4** Add the following: The Contractor shall notify the Architect and Owner of any change or substitution of any Subcontractor, and the owner reserves the right to make objections prior to commencement of work.

**ARTICLE 7  
CHANGES IN THE WORK**

**7.1 GENERAL**

**7.1.3 Add the following sentence at the end of the paragraph:**

Contractor shall not proceed without executed/signed Change Order or other written authorization by the Owner.

**7.2 CHANGE ORDERS**

**Add new 7.2.1.4**

**7.2.1.4** Any and all adjustments to the Contract Time requested or claimed by the Contractor as a result of a Change Order shall require the following written documentation and justification:

- a) The Contractor's most recent schedule in use prior to the change.
- b) A revised schedule indicating how the Change affects the Critical Path.
- c) Changes that affect or concern activities containing float or slack time (i.e. not on critical path) that can be accomplished within such float or slack time shall not result in an increase in the Contract Time.

**Add the following new paragraphs:**

**7.2.2** Before a Change Order is prepared, the Contractor shall provide and deliver to the Architect the following information, not subject to waiver, within ten days after being notified to prepare said Change Order:

1. An itemized list of material and labor cost for each Subcontractor's and/or Sub-subcontractor's Work, including quantities and unit prices for each item of material.
2. An itemized list of material and labor cost for the General Contractor's Work, including quantities and unit prices for each item of labor and each item of material.
3. An updated project schedule clearly showing the impact the proposed change might have on the critical path to completion.

**7.2.3** After a Change Order has been approved, no future request for extension/adjustments of Contract Time, Sum or cost shall be considered for that particular Change Order

**7.2.4** The Architect will prepare a draft of the proposed Change Order. If all parties are in agreement to the scope of work changes and the Change Order is signed within 14 days of the original issuance, it shall be made part of the Contract Documents. If agreement is not reached within that time frame, the Owner reserves the right to instruct the Architect to issue a Change Directive, which will be administered per section 7.3.

### **7.3 CONSTRUCTION CHANGE DIRECTIVES**

**7.3.7** Delete the following phrase from the end of the first sentence: “the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.” Replace with the following phrase: “section 7.3.7.6 found below.”

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

#### **Add 7.3.7.6**

**7.3.7.6** Portions of profit and overhead listed above that will be included in the Change Order, shall not exceed the following:

1. For the Contractor for work that is performed with its own forces, not to exceed 15% of the cost of the items listed above.
2. For the Contractor for work performed by his Subcontractor, 5% of the amount due the Subcontractor.
3. For each Subcontractor, or Subcontractor involved, for work performed by that Subcontractor's of Subcontractor's own forces, 15%.
4. For each Subcontractor, for work performed by the Subcontractor's Subcontractors, 5% of the amount due to the Subcontractor.
5. In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials, and subcontractors. Labor and materials shall be itemized in the manner specified above. Where major cost items are Subcontractor's cost items, they shall be itemized also.

#### **Add 7.3.11 and 7.3.12**

**7.3.11** Changes in the Work performed by the Contractor without approval or consent of the Owner shall be performed at no cost to the Owner and without adjustment in the Contract Time.

**7.3.12** By executing the Change Order, the Contractor acknowledges that:

1. The Owner bears no responsibility for the conditions resulting in the change to the scope of work.
2. The Change Order is for the full and final amount of the Contract Sum and the Contract Time adjustments due the Contractor for all additional Work related to the Change Order.
3. Any stated extension of Contract Time is equitable in nature and the Contractor waives any further claims for any additional Contract Time or any Contract Sum for whatever reason and of whatever kind, whether direct or indirect costs, profit, overhead or any

other expenses for the work, enumerated in the Change Order and any and all claims for an extension of Contract Time or additional Contract Sum are waived in their entirety.

## **ARTICLE 8 TIME**

### **8.2 PROGRESS AND COMPLETION**

#### **Add the following paragraphs to Subparagraph 8.2.1:**

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 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.

### **8.3 DELAYS AND EXTENSIONS OF TIME**

**8.3.1** In the first sentence after the words “owner pending” delete the words “mediation and arbitration” and replace with the word “litigation”. Delete the last word “determine” through the end of the sentence and substitute the following:

"...recommend, subject to Owner's approval of Change Order. If the claim is not made within the limits of Article 15, all right for future claims for that month are waived."

To the end of paragraph 8.3.1, add: “In any instance, the Contractor will be required to submit an updated project schedule, clearly showing the impact on the critical path to completion. In no instance will additional time be granted if the critical path to completion is not impacted.”

#### **Add 8.3.4 and 8.3.5**

**8.3.4** The Owner’s operations will be impacted and delayed if the project is not substantially complete within 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 and agreed liquidated damages for each consecutive calendar day (Saturday’s, Sunday’s and holidays included), of delay until the Work is substantially complete or, as applicable until the Work is finally complete or the Punch List is complete (whichever occurs last). The Owner shall be paid the sum stated in the Contract Documents for liquidated damages.

Such liquidated damages shall be withheld by the Owner from the amounts due the Contractor for progress payments and deducted from the Contract Sum by a Construction Change Directive signed only by the Owner and Architect. If no funds are remaining, the Contractor shall pay the amount of liquidated damages within 15 days of written notification of the amount due.

**8.3.5** If at any time the Work lags, sufficient increased Work forces and overtime hours, including weekends shall be provided by the Contractor to maintain the schedule to insure that the

Project is completed in accordance with the time set forth by the Contract Documents. Said overtime and cost of additional Work forces shall be paid for by the Contractor.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **9.2 SCHEDULE OF VALUES**

**Delete Subparagraph 9.2 and substitute the following 9.2 and 9.2.1:**

**9.2** At the Pre-Construction Meeting, the Contractor shall submit to the Architect and Owner a Schedule of Values allocated to the various portions of the Work, providing a detailed breakdown of the Contract Sum. The Contractor shall also submit such data to support and substantiate the accuracy of the schedule as the Architect and the Owner may require. The contents of the Project Manual shall be used as a basis for format for listing cost of Work.

**9.2.1** The schedule of values shall be submitted on AIA Documents G 703 – 1992, Continuation Sheet, submitted in detail.

1. Use the Index of the Project Manual to list the description of Work required under column B of G 703. List costs of Work for each Division of the Specifications. The cost for each division shall include labor, materials, to be shown separately.
2. Under the General Conditions and Division 1, costs of Work of General conditions, Supplementary Conditions, Temporary Requirements, and Cleaning shall be listed separately with separate cost indicated for Insurance, Bonds, Temporary requirements, and Cleaning, listed separately thereafter and shall be paid for monthly, spread out during the entire period of the Contract. Large sums requested by the Contractor in an early part of the Contract, for items listed in this Paragraph, shall be submitted with invoices, marked paid, showing that these bills have been paid. Up-front unidentified cost of Work shall not be arbitrarily lumped under the General Conditions and Division 1.
3. Round off cost figures of each heading to the nearest dollar. The total of all items shall equal the total Contract Sum.
4. For a multiple site or location Contract, the Schedule of Values shall be allocated for each separate site or location.

### **9.3 APPLICATIONS FOR PAYMENT**

**Delete Subparagraph 9.3.1 substitute the following:**

**9.3.1** Monthly, the Contractor shall submit to the Architect an Application & Certificate for Payment on the AIA Document G702-1992, accompanied by AIA Document G703-1992, a Current Schedule, a notarized Contractor's Waiver and Release of Liens to Owner and supported by any additional data substantiating the Contractor's right to payment as the Owner or the Architect may require.

Change Orders and Construction Change Directives shall be individually identified as a separate item in any application for payment.

A Draft application for payment is to be provided and reviewed by the Architect and Owner at the Monthly Progress Meeting. The Final Monthly Application for Payment shall be submitted following the monthly meeting for the value of labor and materials incorporated into the work and of materials, suitably stored, at the site as of the twenty-fifth day of the preceding month, less normal retainage as follows, per R.S.38:2248:

- A) Projects with Contract price up to \$500,000.00 - 10% of the Contract price.
- B) Projects with Contract price of \$500,000.00, or more - 5% of the Contract price.
- C) No payment will be made until the revised schedule required by 3.10.1 is received.
- D) The normal retainage shall not be due and payable to the Contractor until after substantial completion and expiration of the forty-five day lien period and submission by the Contractor to the Architect of a clear lien certificate and invoice for retainage."

**9.5.1 add 9.5.1.8 and 9.5.1.9 as follows:**

**9.5.1.8** the value of the Punch List:

**9.5.1.9** or rejection of any part of the Work by any governmental authority having jurisdiction over the Project.

**9.6 PROGRESS PAYMENTS**

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

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

"R.S. 9:2784 (A) and (C) requires 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 1/2 of 1% per day is due, up to a maximum of 15%, from the expiration date until paid. The contractor or subcontractor, whichever is applicable, is solely responsible for payment of a penalty."

**9.6.4 Add the following to the end of the Subparagraph:**

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

**9.7 FAILURE OF PAYMENT**

**Delete Subparagraph 9.7.**

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

**9.8 SUBSTANTIAL COMPLETION**

**9.8.1** Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use and when all required occupancy permits, if any, have been issued and copies of the same delivered to the Owner.

The Architect shall determine if the Project is substantially complete in accordance with the Contract Documents.

**9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment and request the Architect's review. 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** The Work will not be considered suitable for Substantial Completion review until a) all Project systems included in the Work are operational as designed; b) designated instruction of the Owner's personnel in the operations systems has been completed; and c) all finishes within the Contract Documents are in place.

In general, the only remaining Work shall be minor in nature, so that the Owner may occupy the building on a certain date and the completion of the Work by the Contractor will not materially interfere or hamper the normal business operations of the Owner. A further prerequisite to the Work being accepted as Substantially Complete, is the Owner's receipt of the Roofing Manufacturer's warranties, where roof Work is a part of the Contract, and all other Required Warranties and Operating and Maintenance manuals

**9.8.4** Upon receipt of the request for review and Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. The Contractor shall also notify the Architect when the Project is ready for inspection by the State Fire Marshall's Office. The Contractor and his mechanical, electrical and fire alarm/fire suppressive Subcontractors shall attend all inspections for Substantial Completion and inspections for occupancy conducted by the Louisiana State Fire Marshal, and other local officials.

If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is **not** sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such items 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. The Architect will make only two (2) such inspections to determine Substantial Completion, after which the Contractor shall pay the Architect at the rate established in the Owner-Architect Agreement.

**9.8.5** In addition to the inspection described in 9.8.4, upon receipt of the Contractor's list described in 9.8.2, the Architect shall prepare a "Punch List" of exceptions and the dollar value of each item. The monetary value assigned to this list will be **twice** of the estimated actual value of the items to be completed or corrected. Cost of these items shall be prepared in the same format

as the schedule of values. No funds assigned for the Punch List value shall be due the Contractor until all the Punch list items are completed and accepted by the Architect.

If the dollar value of the Punch List exceeds the remaining Contract Sum less the retainage amount, then the Project shall not be accepted as substantially complete.

As a further condition of obtaining certification of Substantial Completion, the Contractor shall certify that all remaining Work will be completed within Forty Five (45) consecutive calendar days following the date of Substantial Completion, or as otherwise agreed upon.

If the remaining funds are less than that required to complete the Work, the Contractor shall pay the difference within 10 calendar days of notice thereof.

**9.8.6** When the Work or designated portion thereof is substantially complete as determined by the Architect, the Architect will prepare a Certificate of Completion that 1) shall establish the date of Substantial Completion, 2) shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and 3) shall fix the 'punch list period' of forty-five (45) calendar days or such other agreed upon period within which the Contractor shall finish all items on the Punch List accompanying the Certificate.

Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

Upon receipt of a fully executed Certificate of Substantial Completion with an attached Punch List, the Contractor shall record the Certificate of Substantial Completion, within 72 hours of issuance with the Clerk of Court in the Parish of Ascension, Louisiana and provide the recording information to the Owner and Architect.

**9.9.1 Delete section 9.9.1 and substitute the following:**

Partial Occupancy is that stage in the progress of the Work when a designated portion of the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the designated portion of the Work for its intended use. The Owner may occupy or use any substantially completed portion of the Work so designated by separate agreement with the Contractor and authorized by public authorities having jurisdiction over the Work. Such occupancy or use may commence provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers the designated portion substantially complete the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

**9.10 FINAL COMPLETION AND FINAL PAYMENT**

**9.10.1** After the first sentence, add the following:

If the Architect does not find the work acceptable under the Contract Documents, the Architect shall make one additional inspection. If the work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid at the rate established in the Owner-Architect Agreement, for their time at the project site for each additional inspection, to be withheld from the unpaid funds remaining in the Contract sum. The payment shall be made by the owner and deducted from the construction contract funds, or if no funds remain, paid directly by the Contractor or its surety.

**9.10.2** Add the following to the end of the first sentence: (6) Neither the final payment nor any part of the retained percentage shall become due to the Contractor, until the Contractor delivers to the Owner a Certificate by the Clerk of Court of the Parish that the Owner's Substantial Completion Certificate has been recorded, more than 45 days has elapsed since the recordation, no liens have been recorded affecting this property, and all affidavits, consents and releases specified in these General Conditions."

**9.10.2** Add this sentence at the end of the paragraph:

Upon receipt by the Architect of all Project close-out documents and a recommendation for acceptance of final completion, a close-out meeting will be scheduled by the Architect and Owner with the Contractor for the review and acceptance of all of the above identified items. Provided all items are complete and accepted by the Owner, the Owner will then authorize the issuance of the Final Payment.

**9.11 LIQUIDATED DAMAGES**

**ADD 9.11**

To the extent that such are due, owing, and payable to the Owner pursuant to the terms of the Contract, the Contractor and the Contractor's Surety agree and shall be liable for and pay to the Owner the sum stipulated in the Contract Documents as liquidated damages, which are to start on the first day after the final date of the contract and continue until the date of Substantial Completion, as issued by the Architect. Any liquidated damages shall be deducted from the remaining Contract Funds by a Construction Change Directive signed only by the Architect and Owner, or if no funds remain, to be paid by the Contractor or the Contractor's Surety.

In addition, if the "punch list" items are not complete before the end of the 45 day 'punch list' period, the contractor will be charged additional liquidated damages in an amount equal to half of the stipulated liquidated damages indicated in the Instructions to Bidders for this project. The Contractor shall also pay the expenses of the Architect as provided hereafter and 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 completed the Punch List, the Owner may, at its option, contract to have the balance of the Work completed and pay for such Work with 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 contracts with Ascension Parish School Board. If the Surety fails to complete the Punch List within the stipulated time period, the Owner may not accept bonds submitted from the company in the future.

**ARTICLE 10  
PROTECTION OF PERSONS AND PROPERTY**

**10.2 SAFETY OF PERSONS AND PROPERTY**

**10.2.1 Add the following sub-sections:**

- .4 the indoor air quality of buildings where students, teachers, employees and visitors occupy the areas adjacent to or near the work on the Project site;
- .5 the exhaust systems and existing fresh air intake devices to prevent dust or fumes caused by the Work entering such systems; and
- .6 the Contractor expressly agrees that it is exclusively responsible for compliance with the Occupational Safety and Health Act (OSHA) and state and local regulations for the construction in that it is the "employer" within the meaning of those regulations. It is the expressed intent of the parties that the Contractor, not the Architect, nor the Owner are in charge of the Work. Any provision in the Contract Documents in conflict with this paragraph shall not be null and void.

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

After the last sentence, add the following:

Contractor shall provide for the marking of all underground utilities prior to any digging, excavation or other disturbance of earth and provide the Louisiana One Call reference number to the Architect and Owner.

**10.2.9. SECURITY OF SITE**

Contractor shall immediately make an oral report to the Architect and the Owner and promptly provide a written report to the Architect and Owner, about all accidents arising out of or in connection with the Work that cause death, injury, interrupts utility services or property damage.

**10.3 HAZARDOUS MATERIALS**

**10.3.1** In the second sentence after "(PCB)" add "or lead"

After the last sentence, add the following:

Mold is not considered to be hazardous for the purposes of this Section; however, the Contractor shall notify the Owner and the Architect, in writing, of the presence of any suspected black mold on building components in any affected area of the Project.

**10.3.2** After the first sentence, delete all remaining sentences. Add at the end "When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. If appropriate, by Change Order or Change Directive, the Contract Time may be extended accordingly and the Contract Sum may be adjusted to allow for the Contractor's reasonable costs of shut-down, delay and start-up."

**10.3.3** Delete Subparagraph 10.3.3.

## **10.4 EMERGENCIES**

Delete Subparagraph 10.4 and substitute the following:

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

## **ARTICLE 11 INSURANCE AND BONDS**

### **11.1 Change title of 11.1 to read: "STANDARDIZED INSURANCE REQUIREMENTS FOR ALL APSB CONTRACTS"**

Add the following sentence to the end of 11.1.2: All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

**11.1.2.1** The Contractor/Subcontractor's insurer will have no right of recovery or subrogation against the Owner, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the below described insurance.

**11.1.2.2** The Owner shall be named as an additional insured as regards negligence by the contractor (ISO Forms CG 20 10, Current form approved for use in Louisiana).

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

**11.1.2.4** Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of the Contractor or Subcontractor.

Add the following behind section **11.1.3**:

The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverages required by the contract to the Owner in insurance companies authorized in the State of Louisiana. Operations to be performed by contract to be shown on the Certificate. Insurance is to be placed with insurers with an A. M. Best's rating of no less than "A" or above or be a qualified self-insured with "A" rated reinsurance; preference will be given to admitted (LIGA) insurers. This rating requirement will be waived for the workers' compensation coverage.

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

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Insurance coverage specified in the GENERAL CONDITIONS (AIA Document A201, 2007 Edition) to be provided by the Contractor, and any other insurance described below shall be furnished with the following minimum limits:

**11.1.3.1** Workers' Compensation : \$1,000,000 limit required.

**11.1.3.2** Commercial General Liability Insurance with a combined single limit per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the Certificate of Insurance which of the seven (7) coverages required below is not included in the policy, if any:

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

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

Note: the Products and Completed Operations shall not have a sunset clause.

**COMBINED SINGLE LIMIT (CSL) - AMOUNT OF INSURANCE REQUIRED**

|                      |                            |                           |
|----------------------|----------------------------|---------------------------|
| Type of Construction | Projects under \$1,000,000 | Projects Over \$1,000,000 |
|----------------------|----------------------------|---------------------------|

**New Buildings/Renovations:**

|                                                  |             |             |
|--------------------------------------------------|-------------|-------------|
| -Each Occurrence/<br>Minimum Limit               | \$1,000,000 | \$3,000,000 |
| -Aggregate (Applicable to<br>this Contract ONLY) | \$2,000,000 | \$6,000,000 |

**Renovations:** *The building(s) value for this Project will be identified in the Contract documents.*

**11.1.3.3** Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

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

**11.1.3.4** An Umbrella Policy may be used to meet minimum requirements.

#### **11.1.4 INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. It is the Contractor's responsibility to assure that all coverages required in this contract are obtained and maintained through the completion of the project. This also includes extended coverages for periods beyond the contract terms when appropriate. The cost of such insurance shall be included in the Contractor's bid.

##### **11.1.4.1 MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

**11.1.4.1.1** Insurance Services Office Commercial General Liability coverage ("occurrence") form CG 0001. (Current form approved for use in Louisiana.) "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

**11.1.4.1.2** Insurance Services Office form number CA 0001 (Current form approved for use in Louisiana.) covering Automobile Liability. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

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

##### **11.1.4.2 MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than that provided in the previous subsections.

##### **11.1.4.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

##### **11.1.4.4 OTHER INSURANCE PROVISIONS**

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

###### **11.1.4.4.1 General Liability and Automobile Liability Coverages**

**11.1.4.4.1.1** The Owner, its officers, officials, employees, Boards and Commissions 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. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the APSB.

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**11.1.4.4.1.2** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, officials, employees, or volunteers.

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

**11.1.4.4.2 All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

**11.1.4.5 VERIFICATION OF COVERAGE**

Contractor shall furnish the Owner with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

**Delete section 11.2 – Owner's Liability Insurance**

**Delete section 11.3** (and all sub-sections 11.3.1 through 11.3.10) – Property Insurance, and replace entire section with the following:

**11.3.1** The Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto .

The general contractor's policy shall provide "ALL RISK" Builder's Risk insurance (extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) The "All Risk" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and 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 those repair and/or replacements.

The policy must include the interest of the Owner, Contractor and Subcontractors.

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

**11.3.2** All policies of insurance shall be approved by the Owner and Owner Insurance advisor prior to the inception of any work.

**11.3.3** Other insurance required is as follows:

**11.3.3.1** Owner's Protective Liability Insurance shall be furnished by the Contractor and naming the APSB as the Insured.

Projects Under  
\$1,000,000

Projects Over  
\$1,000,000

CSL - Each Occurrence      \$1,000,000      \$3,000,000

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

The contractor or subcontractor who will be doing the asbestos abatement as outlined in this contract shall obtain and maintain such liability coverage for the asbestos abatement hazard and exposure with minimum limits of \$1,000,000 per occurrence for the duration of the project. The policy shall name the State of Louisiana, all State departments, agencies, boards and commissions as an additional insured for the project. The policy shall be written on an "occurrence" form without a sunset clause. Claims-made coverage is unacceptable. The insurance company shall have an A.M. Best rating of at least A-:VI or better. (pertains to this section only)

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

Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Owner, may be forthwith declared suspended, discontinued or terminated.

Failure of the Contractor/Subcontractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor/Subcontractor concerning indemnification.

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

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

**11.3.4.1** Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements.

If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

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

**11.3.5 SUBCONTRACTORS**

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

#### **11.3.6 CERTIFICATE OF INSURANCE**

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

The certificates are to be provided to the Owner within 15 days of the award of the contract and prior to the signing of the contract.

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

#### **11.4 PERFORMANCE AND PAYMENT BOND**

**11.4.1** Delete the phrase, "The Owner shall have the right to require the Contractor to" and replace with the phrase, "The Contractor shall".

Add the following Subparagraph **11.4.3**:

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

Within thirty (30) days of the execution of the Contract Between Owner and Contractor, the Contractor shall record the Contract and the Performance and Payment Bond with the Clerk of Court of Ascension Parish. The Contractor shall also provide APSB with a copy of the Standard Recorded contract.

#### **11.5 OTHER INSURANCE or FAILURE TO OBTAIN REQUIRED INSURANCE**

The contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications or contract documents, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

Contractor shall also be liable for any losses that occur where insurance is contractually required but not procured or purchased by the Contractor or permitted to lapse or be cancelled.

#### **11.6 STATUS OF EMPLOYEES OF CONTRACTOR AND SUBCONTRACTORS - STATUTORY EMPLOYER STATUS**

##### **11.6 STATUTORY EMPLOYER STATUS**

All Contractors must comply with the directives of Act 315 of the 1997 Louisiana Regular Session regarding guidelines for determining statutory employer status under La R.S. 23:1061, effective June 17, 1997, and in consideration thereof:

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## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **12.2.2 AFTER SUBSTANTIAL COMPLETION**

**12.2.2.1** At the end of the paragraph add the following sentences:

"If the Contractor fails to correct Work identified as defective and covered by warranties, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified.

Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future APSB contracts.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **13.1 GOVERNING LAW**

Delete the remainder of the paragraph beginning after the word "located"

### **13.2 SUCCESSORS AND ASSIGNS**

**13.2.1** In the second sentence, Delete "Except as.....13.2.2,"

**13.2.2** Delete paragraph.

### **13.4 RIGHTS AND REMEDIES**

Add the following clause 13.4.3.

**13.4.3** The 23<sup>rd</sup> Judicial District Court in and for the Parish of Ascension, State of Louisiana shall have sole and exclusive jurisdiction and venue in any action brought under or pertaining to this contract. All disputes between the parties shall be filed in the state court of Louisiana.

In the event of diversity for purposes of federal court jurisdiction or any other cause of action that may allow for federal court jurisdiction or venue, the Contractor, its surety, its Subcontractors and suppliers specifically waive any right or cause of action to be filed, transferred, removed, or tried in any federal court.

### **13.5 TESTS AND INSPECTIONS**

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

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

Delete the last sentence of Subparagraph 13.5.1.

### **13.6 INTEREST**

Delete Paragraph 13.6.

### **13.7 TIME LIMITS ON CLAIMS**

Delete paragraph 13.7. (See La. R.S. 38:2189)

**13.8** Add 13.8 as follows:

### **13.8 PROGRESS AND COORDINATION MEETINGS**

**13.8.1** A Pre-Construction meeting shall be held prior to the start of the Work. The following shall be in attendance: Owner, Architect and Consultants, Contractor and Superintendent, major Sub-contractors and representatives of separate Contractors, when applicable. The Contractor shall submit to the Architect and Owner prior to or at the preconstruction meeting the following: (1) list of major Sub-contractors and their contact information, (2) a list of Sub-contractors' Superintendent and Project Manager with 24 hour phone numbers and (3) tentative (CPM) Construction Progress Schedule and submittal schedule. There will be no substitutions made to the Sub-Contractor List after submitting at the preconstruction meeting without written approval by Owner's Representative, after requested in writing by the Contractor.

**13.8.2** Progress and coordination meetings will be held monthly on site or as charged in writing by the Owner or Architect. The Architect shall generate and distribute minutes of each meeting to all participants within seven (7) days of each meeting. The following are expected to attend: The Contractor represented by its Project Manager or principal, the Contractor's Project Superintendent, the Sub-contractors and material suppliers requested by the Owner or Architect.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14.1 TERMINATION BY THE CONTRACTOR**

Delete clause 14.1.1.4.

**14.1.3** After the word "profit", add the following "for Work completed prior to stoppage". Add at the end of the sentence: The Contractor shall not be entitled to recover consequential damages or profit or overhead for any portion of the Work of the Contract that has not been performed.

### **14.2 TERMINATION BY THE OWNER FOR CAUSE**

Add the following clause:

**14.2.1.5** "Fails to complete the punch list within the lien period as provided in section 9.8."

**14.2.3** Add the following sentence:

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

**14.2.3.1** Add the following:

Liquidated damages have been established and the termination by the Owner under this Article will not relieve the Contractor and/or Surety of their obligations under the liquidated damages provision of the Contract. The Contractor and/or Surety shall be liable to the Owner for per diem liquidated damages. Termination by the Owner shall not suspend assessment of liquidated damages against the Contractor or the Surety.

**14.2.4** After the word “damages” in Line 2, add: “, *including, but not limited to, liquidated or stipulated damages*”.

**14.2.5** Add the following Subparagraph:

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

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **15.1 CLAIMS**

**15.1.1** In the first sentence of subparagraph 15.1.1, add the phrase “extension of time,” after the word “money”.

**15.1.2** Add the following to the end of the paragraph:

The Initial Decision Maker (IDM) shall provide a written decision to the Contractor and the Owner within 21 days of receipt of the claim. The IDM may (1) approve the Claim or (2) reject the Claim in whole or part. The IDM’s decision is final and binding on the parties but subject to litigation. A “Reservation of Rights” and similar stipulations shall not be recognized under this contract as having any effect. Any party making a claim must make a claim as defined herein within the time limits provided.

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

**15.1.5.1** Delete second sentence.

**15.1.5.2** Delete paragraph 15.1.5.2 and substitute the following:

In planning the construction schedule within the agreed Contract Time, it shall be understood that the Contractor has anticipated the amount of adverse weather conditions normal to the Project site of the Work for the season or seasons of the year involved. Only those weather delays attributed to other than normal weather conditions will be considered by the Architect and Owner. 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. Documentation must include National Weather Service reports, Daily Log Reports and general description of work planned, that could not be executed. Note that half days will be considered and the Contractor will be allowed consideration of time lost due cleaning the site. An increase in the contract time due to weather shall not be cause for an increase in the contract sum.

**15.1.5.3** Add the following Subparagraph:

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

January 11 days    May 5 days    September 4 days

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|          |           |      |        |          |      |          |          |      |
|----------|-----------|------|--------|----------|------|----------|----------|------|
| February | <u>10</u> | days | June   | <u>6</u> | days | October  | <u>3</u> | days |
| March    | <u>8</u>  | days | July   | <u>6</u> | days | November | <u>5</u> | days |
| April    | <u>7</u>  | days | August | <u>5</u> | days | December | <u>8</u> | days |

Normal anticipated adverse rainfall as indicated above for the area of the Project site shall not be cause for an extension of the Contract Time. The Contractor shall anticipate the number of days specified above as a minimum number of days of rain per month with additional wet adverse work conditions following the above number of days of rainfall. The Contractor shall ask for total adverse weather days, the Contractor's request shall be considered only for days over the allowable number of days stated above.

Note: Contract is on a calendar day basis.

The Ascension Parish School Board has a strict policy for the reporting of claims for rain days. Board Meetings are scheduled on the first and third Tuesday of each month. All Contractor requests and documentation for extension in Time for rain or wet conditions for a particular month shall be delivered to the Architect promptly prior to the second Tuesday of the following month. (For example, for a claim for rain days in July, if the first day of August is on a Tuesday, the second Tuesday is August 8, hence, all requests for rain days in July would be delivered to the Architect on or prior to August 8. No consideration will be granted by the Owner for claims for rain days when the Contractor does not submit claims on time as specified above.

**15.1.6** Claims for Consequential Damages  
Delete this paragraph in its entirety.

## **15.2 INITIAL DECISION**

Note that per this agreement, the ARCHITECT shall serve as the INITIAL DECISION MAKER.

**15.2.1** In sentence two, delete the phrase, "unless otherwise indicated in the Agreement."

**15.2.3** Delete the last sentence.

**15.2.5** From the second sentence, delete the phrase, "and the Architect, if the Architect is not serving as the Initial Decision Maker"

**15.2.5** At the end of the third sentence, change "binding dispute resolution" to "litigation".

**15.2.6** Delete the phrase, "subject to the terms of Section 15.2.6.1."

**15.2.6.1** Delete this section in its entirety.

**15.2.8** Delete this section in its entirety.

## **15.3 MEDIATION**

Delete and replace with:

**15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4 and 9.10.5, may be subject to mediation as a condition precedent to filing a lawsuit.

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**15.3.2** The parties may endeavor to resolve their Claims by mediation [non-binding] which, unless the parties mutually agree otherwise, shall be administered by a Mediation Service with offices in the parish of Ascension. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

**15.4 ARBITRATION**

**15.4.1** Delete this section.

**15.4.2** Delete this section.

**15.4.3** Delete this section.

NOTE: Disputes arising under this contract are not subject to arbitration. The word arbitration in the contract documents is hereby deleted and revised/ changed to "litigation" wherever the word arbitration may be found.

**15.4.4 CONSOLIDATION OR JOINDER**

Delete sections 15.4.4.1 through 15.4.4.3 and replace with the following:.

**15.4.4.1** The Owner, Architect, and Contractor grant to each other and to any other interested party all rights to joinder and consolidation that exist in the fact or law.

Add the following as Article 16:

**ARTICLE 16  
EQUAL OPPORTUNITY**

**16.1** The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or for any other reason. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, 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 setting forth the policies of nondiscrimination.

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

### SCHEDULE OF VALUES

The Contractor is to use the following format.

The total Contract Cost is to be itemized in each Subsection listed (as applicable)

|                                            | Item Cost   | Cost     |
|--------------------------------------------|-------------|----------|
| DIVISION 01 – GENERAL REQUIREMENTS         |             |          |
| 01 00 00 General Requirements              |             |          |
| Bond & Insurance                           | _____       |          |
| Mobilization & Set up                      | _____       |          |
| General conditions, project superintendent | _____       |          |
| Temporary Facilities, Equipment rental     | _____       |          |
| Demobilization & cleanup                   | _____       |          |
| DIVISION 01 – GENERAL REQUIREMENTS         | SUB-TOTAL   | <u>0</u> |
| DIVISION 11 - EQUIPMENT                    |             |          |
| 11 40 00 Food Service Equipment            | _____       |          |
| DIVISION 11 - EQUIPMENT                    | SUB-TOTAL   | <u>0</u> |
|                                            | GRAND TOTAL | <u>0</u> |

## SECTION 01 01 00 - BASIC REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 GENERAL SUMMARY OF THE WORK

- A. General Description: The Work described in these Contract Documents is for a repairs to existing construction in an existing school campus.
- B. Documents: The drawings and general provisions of the Contract, including the General and Supplementary Conditions and Division 1 Specification Sections, apply to all specifications sections throughout this Project Manual.
- C. The Work will be constructed under a single prime contract.

#### 1.2 CONTRACTOR USE OF FACILITY

- A. Owner's Property - The Site: Owner occupies and uses the surrounding campus and adjacent building facilities.
  - 1. Conduct construction operations to minimize disturbance and disruption.
  - 2. Do not enter existing adjacent building facilities that are not part of the work unless approved in advance by Owner.
- B. Staging Area: An area adjacent to the building will be assigned to the Contractor for his use.
  - 1. Secure this area with fencing. Coordinate with Owner's representative for exact limits of fence.
- C. Restore and clean areas surrounding the building affected by the work and staging area to original condition, including replenishing lawns and landscaping.
- D. Contractor is responsible for security and safety of his materials, equipment and temporary facilities as well as protection of Owner's existing facilities.
- E. Safety Plan: Contractor's responsibility. Contractor to maintain first aid kit on jobsite.
- F. Parking: Park within the area assigned for construction work. Do not park on Owner's parking areas.

#### 1.3 OWNER'S CAMPUS AND BUILDING FACILITIES

- A. Owner's Occupancy: Adjacent campus areas and existing buildings are to remain in Owner's use. Do not obstruct Owner's roads and drives.
- B. Utilities Services: Do not interrupt utility services to the occupied buildings.

#### 1.4 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.

- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.

#### 1.5 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and existing facilities to remain. Repair, replace and restore damage(s) at no cost to Owner.
- B. Before beginning of construction operations, inspect and photograph driveways and access to construction area jobsite. Portions of driveway, landscaping and existing improvements damaged by construction operations shall be repaired and replaced at Contractor's expense.

#### 1.6 PROJECT MEETINGS

- A. Pre-construction Conference: The Owner and Architect will schedule a pre-construction conference after notice of award. The Contractor shall be responsible to see that his subcontractors are in attendance. At this meeting, submit to the Architect and Owner the following:
  - 1. List of subcontractors and material suppliers
  - 2. Proposed Construction Progress Schedule
  - 3. Emergency contact information.
- B. Progress Meetings: Schedule and administer meetings throughout progress of the Work at monthly intervals coordinated with preparation of payment request. Require each entity to be properly represented to review adherence to schedule with respect to material delivery, work sequencing, hours of work and relevant matters in relationship to the progress schedule. Record minutes of the meeting, update the construction progress schedule, and submit with payment request.

#### 1.7 SUBSTITUTIONS

- A. Architect's Approval Required: Consideration will be given to submittals for substitutions only when such proposals are accompanied by complete technical data and information showing compliance to specified requirements. No substitutions are allowed without the Architect's approval.
- B. "Approved Equal" and "or Equal": Substitution under this category may be submitted for consideration. See Instructions to Bidders.
- C. Contractor shall verify and coordinate compatibility with related construction, accommodation to space/area provided, and clearances for service access for substitution items.

#### 1.8 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
- B. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturers' written instructions.

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
5. Store products to allow for inspection and measurement of quantity or counting of units.
6. Store materials in a manner that will not endanger Project structure.
7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
9. Protect stored products from damage.

#### 1.9 EXECUTION REQUIREMENTS

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- G. Hazardous Materials: Use products, cleaners, and installation materials that do not contain hazardous materials.

#### 1.10 PROGRESS AND FINAL CLEANING

- A. Keep areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

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Temporary Kitchen Remediation**

**domain architecture**  
a professional architectural corporation

- B. Clean site daily, and more often when waste materials and debris interfere with Owner's operations. When work occurs in areas occupied by Owner's personnel or operations, remove and clean scraps, debris, and excess materials as soon as they are generated.
- C. Final Cleaning: Remove waste and surplus materials, rubbish, and construction facilities from the site. Clean surfaces and areas, new and existing, affected by Work and restore to condition before if damaged.

## PART 2 - PRODUCTS

### 2.1 PROJECT SIGNAGE

- A. Required Postings: Post construction permits and other postings as required by governmental authorities.
- B. No other signs are permitted at or around the project site.

## PART 3 - EXECUTION (not used)

END OF SECTION 01 01 00

## SECTION 01 29 00 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements to prepare and process Applications for Payment.

#### 1.2 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### 1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. Use the form provided.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
  - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than 7 days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Change Orders (numbers) that affect value.
    - d. Dollar value.
  - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
  - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
6. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
7. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
  2. Stored Materials: No payment will be made for materials and products stored anywhere off site, including a bonded warehouse.
- B. Payment Application Times: The date for each progress payment is indicated in the AIA A201 General Conditions.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit one original and 4 copies signed and notarized for each Application for Payment to Architect.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  1. List of subcontractors.
  2. Schedule of Values.
  3. Contractor's Construction Schedule (preliminary if not final).
  4. Certificates of insurance and insurance policies.

- G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- H. Prior to Final Application for Payment: The following items must be submitted:
  - 1. Warranties
  - 2. Operating and Maintenance Manuals
  - 3. Record Drawings
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 2. Updated final statement, accounting for final changes to the Contract Sum.
  - 3. Lien-free certificate.
  - 4. AIA Document G707, "Consent of Surety to Final Payment."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

## SECTION 01 33 00 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

#### 1.2 DEFINITIONS

- A. Action Submittals: Information that requires Architect's responsive action.
- B. Informational Submittals: Information that does not require Architect's approval. Submittals may be rejected for not complying with requirements.
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
- D. Owner Requested Information: Written information that does not require Architect's review and approval. This information may be transmitted directly to the Owner.

#### 1.3 ACTION SUBMITTALS

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

- j. Activity or event number.

#### 1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
1. Architect may furnish Contractor one set of digital data files of the Contract Drawings for use in preparing Shop Drawings.
  2. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 7 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 7 days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 14 days for initial review of each submittal.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 3 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Name of subcontractor.

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- f. Name of supplier.
    - g. Name of manufacturer.
    - h. Number and title of appropriate Specification Section.
    - i. Drawing number and detail references, as appropriate.
    - j. Location(s) where product is to be installed, as appropriate.
    - k. Other necessary identification.
  4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
    - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
  5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review submittals received from sources other than Contractor.
    - a. Transmittal Form for Paper Submittals: Use AIA Document G810, CSI Form 12.1A, or Transmittal Form for Paper Submittals: Provide locations on form for the following information:
      - 1) Project name.
      - 2) Date.
      - 3) Name and address of Architect.
      - 4) Name of Contractor.
      - 5) Name of firm or entity that prepared submittal.
      - 6) Names of subcontractor, manufacturer, and supplier.
      - 7) Category and type of submittal.
      - 8) Specification Section number and title.
      - 9) Drawing number and detail references, as appropriate.
      - 10) Remarks.
      - 11) Signature of transmitter.
- E. Electronic Submittals: Identify and incorporate information in each submittal file as follows:
  1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Transmittal Form for Electronic Submittals: Use format containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Contractor.
    - e. Name of firm or entity that prepared submittal.
    - f. Names of subcontractor, manufacturer, and supplier.

- g. Category and type of submittal.
  - h. Specification Section number and title.
  - i. Drawing number and detail references, as appropriate.
  - j. Related physical samples submitted directly.
  - k. Other necessary identification.
  - l. Remarks.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General: Prepare, review, mark approval, sign, date, and submit submittals required by individual Specification Sections.
  - 1. Electronic Submittals: Submit via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Paper Submittals - Number of Copies: Copies for Contractor use, plus number below.
    - a. Architect will keep 2 copies of each submittal, unless otherwise indicated.
    - b. Contractor shall provide one copy to be kept at project site during construction.
    - c. Copy(s) as a Project Record Document and for Project Material Manual described elsewhere in Division 1.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

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1. Mark each copy of each submittal to show which products and options are applicable.
  2. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  3. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  4. Submit Product Data before or concurrent with Samples.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale.
1. Preparation: Fully illustrate requirements in the Contract Documents.
  2. Submit Shop Drawings either in PDF electronic format or paper copies.
  3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

- a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit 2 sets of Samples. Architect will retain one Sample sets; remainder will be returned.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals indicated and upon request.
  1. Number of Copies: 2 copies, unless otherwise indicated. Architect will not return copies.

## 2.3 OWNER REQUESTED INFORMATION

- A. General: Prepare and submit Owner requested information required.
  1. Number of Copies: Submit 2 copies of each Owner requested information, unless otherwise indicated.
  2. Architect will not review this information.
  3. This information will be transmitted directly to the Owner.
- B. Owner Requested Information: This information may include -
  1. Material Safety and Data Sheets (MSDS) for posting.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Contractor's Approval Required: Prior to transmitting submittals to the Architect, check for conformance to Contract Documents and indicate approval by dating, stamping and signing each copy of the shop drawings.
  1. Approval by Contractor must be indicated either by "Approved" or "Approved as noted".
  2. This is a pre-condition to Architect's review and approval.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of

reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Incomplete and partial submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 01 33 00

## SECTION 01 40 00 - QUALITY CONTROL REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
  - 1. Testing and inspection services for the following will be paid by the Owner:
    - a. Earthwork specified in Division 31.
      - 1) The Owner will pay for on-site compaction testing. Contractor shall pay for testing of imported fill materials.
    - b. Concrete specified in Division 32.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures for compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Mockups establish the standard by which the Work will be judged.
- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

#### 1.3 SUBMITTALS

- A. Reports: Prepare and submit certified written reports that include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.

5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Ambient conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and re-inspecting.

#### 1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed. This includes the Owner's testing agencies. Failure to do so will not be grounds for time extensions.

#### 1.5 QUALITY CONTROL

- A. Contractor Responsibilities: Unless otherwise indicated, Contractor shall pay for and provide quality-control services specified and required by authorities having jurisdiction.
  1. Notify testing agencies sufficiently in advance of time when Work that requires testing or inspecting will be performed. (This includes the Owner's testing agencies. Failure to do so will not be grounds for time extensions.)
  2. Submit a certified written report, in duplicate, of each quality-control service.
  3. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  4. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- C. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
  5. Do not perform any duties of Contractor.

- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field-curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
  2. Comply with requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

## SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Temporary piping and connections to existing water service and distribution.
  - 2. Sanitary facilities, including toilets and drinking-water facilities.
  - 3. Ventilation.
  - 4. Electrical Service and Lighting.
  - 5. Telephone service.
- C. Support facilities include, but are not limited to, the following:
  - 1. Waste disposal facilities.
  - 2. Field offices (optional)
  - 3. Temporary signs.
  - 4. Storage and fabrication sheds.
  - 5. Lifts and hoists.
  - 6. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities include, but are not limited to, the following:
  - 1. Tree and plant protection.
  - 2. Enclosure fence and gates for staging areas.
  - 3. Barricades, warning signs, and lights.
  - 4. Temporary enclosures - weather, noise and dust protection.
  - 5. Fire protection.
  - 6. Staging areas.
  - 7. Project

#### 1.2 UTILITY USE CHARGES

- A. Utility Services: Use water and electricity from Owner's existing systems without metering and without payment of use charges.

#### 1.3 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
  - 1. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

#### 1.4 PROJECT CONDITIONS

- A. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
  - 1. Keep temporary services and facilities clean and neat.

2. Do not use Owner's dumpsters for waste disposal.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in good serviceable condition may be used if approved by Architect. Provide materials suitable for use intended. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry."
- B. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry."
- C. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- D. Water: Potable.
- E. Temporary Fencing: One of the following at Contractor's option -
  1. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.76-mm-) thick, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top rails.
  2. Portable Chain-Link Fencing: Minimum 2-inch (50-mm) 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete or galvanized steel bases for supporting posts.

### 2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Temporary Field Office(s): Not mandatory, to be provided at Contractor's option. Prefabricated or mobile units with lockable entrances, operable windows and serviceable finishes; with window or wall-mount type heating and air-conditioned units.
- C. Fire Extinguishers: Hand carried, portable, UL rated. Class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
  1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- D. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- E. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.

- F. Dumpster: Size appropriate for construction waste and debris generated. Unit with lid to prevent wind action from blowing trash and debris. Provide at approved location for waste containment and collection.

## 2.3 SIGN

- A. Bulletin Board: Protected from weather. As required for posting signs and notices required by authorities having jurisdiction.
- B. Directional & Informational Signs: As required for directing construction traffic, and de-tour/redirecting traffic.
- C. Prohibited Signs & Messages: All other signs, such as signs for advertising purposes indicating installer, sub-contractor and supplier entities, are prohibited.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. Water Service: Use Owner's existing water service, as long as facilities and maintained in a condition acceptable to Owner.
  - 1. Provide water hoses.
  - 2. Use water distribution piping of sizes and pressures adequate for intended use. Connect to existing building hose bibb connections.
  - 3. Where special "key" operation is required, obtain key from Owner. Do not use pliers or other tools to operate hose bibb as it will damage the existing device.
- B. Sanitary Facilities - Toilets: Install self-contained toilet units. Use of Owner's existing toilet facilities is not permitted.
  - 1. Supplies: Provide toilet tissue and similar disposable materials for each facility. Maintain adequate supply.
- C. Drinking-Water Facilities: Bottled-water, drinking-water units.
  - 1. Supplies: Provide paper cups and similar disposable materials. Maintain adequate supply. Provide covered waste containers for disposal of used material.
- D. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.

- E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- F. Electric Power Service:
  - 1. Provide temporary conductors and connections to building electric power service.
  - 2. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.
- H. Communications - Jobsite: Do not use Owner's telephone(s) at the facility. Provide, maintain and pay for communications during entire period of construction operations. Provide cellular phone (for Contractor and Contractor's project superintendent) at jobsite.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General
  - 1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
  - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Signs
  - 1. Prepare temporary signs to provide directional information to construction personnel and visitors.
  - 2. Provide temporary bulletin board, with protection from weather, for posting signs and notices required by authorities having jurisdiction.
  - 3. No other signs are permitted.
- C. Dumpster(s) - Collection and Disposal of Waste: Collect waste regularly. Do not allow materials to overflow resulting in poor housekeeping measures. Dispose waste materials offsite, in a lawful manner.
- D. Field Office: At Contractor's option, provide an insulated, weathertight, air-conditioned field office for use as a common facility by all personnel engaged in construction activities; of sufficient size to accommodate required office personnel and meetings at Project site. Keep office clean and orderly.
- E. Storage and Fabrication Sheds: Sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Locate within staging area on-site.

- F. Lifts and Hoists: Provide facilities for hoisting materials and personnel. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### 3.4 STAGING AREAS

- A. General: Staging areas will be assigned by the Owner. There are 2 types of staging areas - Main and Sub-staging areas.
  - 1. Enclose staging areas with temporary fencing and gate enclosures appropriately sized of access.
  - 2. Contractor is solely responsible for security, protection, safeguards, etc. of materials and personnel within staging area(s).
- B. Main Staging Area: Primary staging area for field office, sheds, equipment and material storage, and other items normally used during the entire Contract Period.
- C. Sub-staging Areas: Locate in proximity of a particular portion of the work.

### 3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.
- B. Rainwater Runoff Control: Prevent water runoff from rains into the building.
- C. Tree and Plant Protection: Do not place materials within the drip line of trees. Protect vegetation from construction damage.
- D. Enclosure Fence – Work and Staging Areas: Before construction operations begin, install chain-link enclosure fence with lockable entrance gates.
  - 1. Provide gates in sizes and at locations necessary to accommodate delivery vehicles and other construction operations.
- E. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- F. Temporary Protections Near Building Entrance/Exit Doors: During roof work at and near these locations, erect structurally adequate, protective, covered walkway for passage of persons at these locations. Comply with regulations of authorities having jurisdiction.
  - 1. Provide protective plywood enclosure walls, framing, barricades, warning signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.

- G. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
  - 1. Provide temporary weathertight enclosure over roof openings.
  - 2. Provide temporary partitions to separate areas of work generating dust and noise, from owner staff occupied areas.
  - 3. Horizontal Openings: Close openings in floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
  - 4. Install tarpaulins securely using fire-retardant-treated wood framing and other materials.
- H. Temporary Fire Protection: Comply with NFPA 241.
  - 1. Provide fire extinguishers, visible and accessible from space being served.
    - a. Field Offices: Class A stored-pressure water-type extinguishers.
    - b. Other Locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.
    - c. Roofing Operations: See Division 7 section on roofing.
  - 2. Store combustible materials in containers in fire-safe locations.
  - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, and access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
  - 4. Supervise welding operations, temporary heating units, and similar sources of fire ignition.
  - 5. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Maintenance: Maintain facilities in good operating condition until removal.
- B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete and restore permanent construction. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are the property of Contractor.
  - 2. At Substantial Completion, clean and restore permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

END OF SECTION 01 50 00

## SECTION 01 73 00 - CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Cut and patch existing construction to accommodate new construction. Include also, temporary removal, storage and re-installation of existing components as required to accomplish the work.

#### 1.2 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

#### 1.3 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

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

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as in-

visible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

1. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

END OF SECTION 01 73 00

## SECTION 01 77 00 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project Record Documents.
  - 3. Final cleaning.

#### 1.2 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Submit normal correspondence format, on Contractor's letterhead appropriately dated and referenced (project name). Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements.
  - 3. Complete final cleaning requirements.
  - 4. Touch up, repair and restore marred areas and exposed finishes to eliminate visual defects caused by construction operations.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after satisfactory inspection, or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."

2. Submit written statement that Substantial Completion inspection List of Incomplete Items (punch list) have been completed or otherwise resolved for acceptance with explanation therein.
  3. Submit required documentation indicated elsewhere in these Contract Documents.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
- 1.5 PROJECT RECORD DOCUMENTS
- A. General: Do not use Project Record Documents for construction purposes. Protect from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of Contract Drawings and Shop Drawings.
1. Mark Record Drawings to show the actual installation where installation varies from that shown originally.
    - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
    - b. Record data as soon as possible after obtaining it, and not later 24-hours after receiving information. Record and check the markup before enclosing concealed installations.
    - c. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
  2. Mark with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.

## PART 2 - PRODUCTS (not used)

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances, and Federal and local environmental and anti-pollution regulations.
1. Leave Project clean in condition same as prior to beginning of construction operations.
- B. Cleaning: Complete the following cleaning operations before requesting inspection for certification of Substantial Completion:

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1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, of rubbish, waste material, litter, and other foreign substances.
  2. Restore site, fill in depressions, wheel ruts and fine grade property affected by construction traffic and temporary facilities during construction operations.
  3. Traverse site areas affected by construction operations with metal detector(s) to remove fasteners and residual metal debris.
  4. Sweep and clean entire building. Remove petrochemical spills, stains, and other foreign deposits.
  5. Remove tools, construction equipment, machinery, and surplus material from Project site.
  6. Touch up and otherwise repair and restore marred surfaces affected by construction operations.
- C. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00

## SECTION 11 40 00 – FOOD SERVICE EQUIPMENT

### PART 1 - GENERAL

#### 1.1 GENERAL REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 STANDARDS

- A. Equipment and installation thereof shall meet all requirements of applicable portions of latest editions of Standards listed below.
  - 1. American Society for Testing Materials (ASTM)
  - 2. National Electrical Code (NEC)
  - 3. American Gas Association (AGA)
  - 4. Louisiana State Board of Health
  - 5. National Sanitation Foundation (NSF)
  - 6. Factory Mutual (FM)
  - 7. Underwriters Laboratory (UL)
  - 8. Occupational Safety and Health Administration (OSHA)
  - 9. National Fire Protection Association (NFPA)
  - 10. International Building Code (IBC)
  - 11. American Disabilities Act (ADA)

#### 1.3 DESCRIPTION OF WORK

- A. Work in this Section includes the following:
  - 1. Existing equipment inspection shall be scheduled with Owner representative at the beginning of the project. All existing equipment noted in these documents shall be tested for proper operation followed by a written report submitted to the Architect and Food Service Equipment Consultant.
  - 2. Furnishing, delivery, un-crating, setting in place at locations indicated on Drawings, leveling, adjusting and cleaning all equipment specified herein.
  - 3. All components required for a complete assembly to serve intended function when connected to mechanical and electrical services.
  - 4. Coordination of all Work required for a complete installation with other trades and subcontractors.
  - 5. Furnishing and mounting of all electrical starting switches, controls and receptacles included in Itemized Equipment Specifications or as required for operation of equipment specified herein.
- B. Related Work specified elsewhere:
  - 1. Water/gas piping, line shut-off valves and final connections to equipment.
  - 2. Drain piping, floor drains, floor sinks, "P" traps, grease traps and final connections to equipment.
  - 3. Electrical wiring, overload protection devices, line-disconnect switches and final connections to equipment.

#### 1.4 DRAWINGS AND SPECIFICATIONS

- A. Specifications and drawings shall be considered as a part of the Contract to be executed. Intent of said Drawings and Specifications is for all components required for a complete installation of food service equipment specified.
- B. Should any error, omission or conflict occur in Drawings and Specifications, Contractor shall not avail himself of such error, omission or conflict but shall have same explained and adjusted prior to signing the Contract.
- C. All addenda shall be considered as a part of original Contract Documents.

#### 1.5 QUALITY AND WORKMANSHIP

- A. All equipment shall be constructed in strict compliance with standards of National Sanitation Foundation and shall bear the NSF label. All equipment shall meet all standards set by state and local regulations.
- B. All electrical equipment shall be approved by Underwriter's Laboratories and shall bear its seal of approval.
- C. All electrical components of equipment shall meet requirements of National Electric Code.
- D. All material shall be new (latest model at time of delivery) and of first quality. All equipment shall be installed in an undamaged condition. Where brands, materials, apparatus or equipment is specifically designated, no substitution shall be made without prior approval in writing.
- E. Provide all Work in best manner in conformity with best standard practices. Employ qualified, efficient and skillful workers for installation in a first class manner.
- F. It is required that custom fabricated equipment be fabricated by a Food Service Equipment Fabricator who has plant, personnel and engineering facilities to design, detail and manufacture high quality equipment.

#### 1.6 FOOD SERVICE EQUIPMENT CONTRACTOR QUALIFICATIONS

- A. Contractor shall possess experience and ability to perform the necessary services for a complete and workmanlike installation of food service equipment.

#### 1.7 SUBMITTALS

- A. Submittals shall include product data (manufacturer's specification sheets) of standard manufactured equipment.
  - 1. Product data shall be submitted in electronic pdf format unless stated otherwise in Contract Documents and shall be in numerical order (by equipment item numbers). Each manufacturer's specification sheet shall be preceded with a type-written sheet that includes equipment description, quantity, brand/model number, accessories, and modifications to meet project requirements.

#### 1.8 PROTECTION OF WORK AND MATERIALS

- A. Contractor shall at all times cover and protect his Work, material and equipment to save same from damage. Contractor shall at all times exercise due care to protect the work of others. Cost of any repair or replacement of damaged Work, material and equipment shall be borne by Contractor.

#### 1.9 BRANDS AND TRADE NAMES

- A. Contractors are cautioned that only food service equipment and related items manufactured in accordance with Specifications will be acceptable. Where brand names and model numbers are specified, it is not intended that competition be limited, but to set standards of performance, design, capacity, durability and appearance. Bidders desiring to quote and/or supply brands of equipment other than those specified shall submit a written request to Architect with a copy to Consultant seven (7) days prior to bid date in order that such substitutions can be considered for approval and if approved, an addendum issued to all plan holders. It is understood that approval of substitutions does not relieve Contractor from furnishing equipment to meet intent and requirements of Specifications. Approval of substitutions does not relieve Contractor from additional costs of mechanical and electric utilities and other requirements not included in Contract Documents.

#### 1.10 WARRANTIES

- A. Contractor shall provide a one (1) Year Warranty from date of Substantial Completion or occupancy on all Work provided under these Specifications. Warranty shall cover replacement of defective material, transportation and labor, but does not include costs of replacement parts and labor caused by Owner's carelessness or misuse of equipment. An additional four (4) year warranty (labor not included) shall be provided on all refrigeration condensing units. Contractor shall provide a reputable and qualified service agency, located within fifty (50) miles of Project site, to provide immediate service for all refrigeration equipment.

### PART 2 - PRODUCTS

#### 2.1 ITEMIZED EQUIPMENT SPECIFICATIONS

- A. Item No. 1 Walk-in Cooler (One Required):
  - 1. 19'-11" long x 7'-11" wide x 8'-4" high Polar Leasing Model No. DT820 pre-set for +35-degree Fahrenheit to be provided for the duration of the temporary facilities
- B. Item No. 2 Walk-in Freezer (One Required):
  - 1. 19'-11" long x 7'-11" wide x 8'-4" high Polar Leasing Model No. DT820 pre-set for -10-degree Fahrenheit to be provided for the duration of the temporary facilities
- C. Item No. 3 Mobile Insulated Transport Cabinets (Six Required):
  - 1. Cambro No. UPC800 or approved equal, each with components/features/accessories as follows:
    - a. Two (2) full-size Camchillers
    - b. Two (2) Camwarmers

## PART 3 - EXECUTION

### 3.1 ERECTION

- A. Equipment specified herein shall be erected and set in place at location as indicated on Drawings. Equipment shall be fabricated so that it can be handled through finished openings or arrangements otherwise made with General Contractor. Equipment specified shall be located on floors as indicated on Drawings. A competent foreman shall be provided as supervisor of erections and installations.

### 3.2 ADJUSTMENT OF EQUIPMENT

- A. Contractor shall adjust all equipment after erection and installation to satisfaction of Owner.
- B. Contractor shall confirm in writing that all equipment is operational and in working condition prior to demonstration.

### 3.3 CLEANING OF EQUIPMENT

- A. Clean up all debris caused by workmen immediately upon completion of Work in the area, and clean equipment after all others have completed their Work in the area.

### 3.4 DEMONSTRATION OF EQUIPMENT

- A. Upon acceptance by Owner, provide full instructions to Owner's designated representative on proper methods of care, operation and maintenance of equipment.
- B. Three (3) operating instructions, warranty cards/certificates and parts manuals on equipment in loose leaf hard cover binders shall be presented to Architect at this time. Operation and maintenance manuals shall be organized for easy reference by maintenance personnel, including index tabs of equipment item numbers.

END OF SECTION 11 40 00

## **Definitions**

- A. **Shall** – The term “shall” denotes mandatory requirements
- B. **Must** – The term “must” denotes mandatory requirements
- C. **May** – The term “may” denotes an advisory or permissible action.
- D. **Should** – The term “should” denotes desirable
- E. **Allows** – The term “allows” denotes desirable
- F. **Contractor** – Any person having a contract with a governmental body.
- G. **APS** – Ascension Public Schools

## Question and Answers for Bid #SB-10592 - St. Amant Primary - Temporary Kitchen Remediation

### Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Nov 17, 2016 1:00:00 PM CST