

# CALCASIEU PARISH SCHOOL BOARD



## HURRICANE LAURA DAMAGES RESTORATION PROGRAM

### BID DOCUMENTS

FOR PROJECT:

### HURRICANE LAURA BUILDING AND SITE REPAIRS HL-028-04

PREPARED BY:



**Champeaux Evans Hotard Architects + RHH Architects, APAC,  
A Joint Venture**

**CEH PROJECT #2017**

**HURRICANE LAURA BUILDING AND SITE REPAIRS – CPSB  
KAUFMAN ELEMENTARY CLASSROOM REPAIRS**

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NOT USED

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**ADVERTISEMENT FOR BIDS**

The Calcasieu Parish School Board will receive sealed bids before 11:00 A.M., Tuesday, April 25<sup>th</sup> at the **Calcasieu Parish School Board, Attention: Tony Motamedi, Superintendent's Conference Room, 3310 Broad St., Lake Charles, Louisiana 70615** for the following Hurricane Laura Damages Restoration Project:

Hurricane Laura Building and Site Repairs for CPSB - MJ Kaufman Classroom Repairs

HL-028-04

Complete Bid Documents prepared by Champeaux Evans Hotard, APAC (702 Dr. Michael DeBaKey Drive, Lake Charles, LA 70601) for this Project are available in electronic form. They may be obtained without charge and without deposit from [www.CPSB.org/Page/524](http://www.CPSB.org/Page/524). Bid Documents may also be obtained from [www.centralbidding.com](http://www.centralbidding.com) for a nominal charge or subscription. Printed copies are not available from the Owner or Architect, but arrangements can be made to obtain printed Bid Documents through most reprographic firms. Bidders are responsible for any subscription, downloading, reproduction or mailing costs.

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

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 No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of LA.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

A Pre-Bid Conference will be conducted at MJ Kaufman Elementary School – 301 Tekel Rd., Lake Charles, LA 70607 on Tuesday, April 18<sup>th</sup> at 1:00 P.M. Attendance is non-mandatory.

Each bid must be placed in an envelope, sealed and marked on the outside:

"Bid Enclosed for Hurricane Laura Building and Site Repairs for CPSB – MJ Kaufman Classroom Repairs to be opened at 11:00 A.M., Tuesday, April 25<sup>th</sup> at the Calcasieu Parish School Board, Attention: Tony Motamedi, Superintendent's Conference Room, 3310 Broad Street, Lake Charles, LA 70615". Refer to Instructions for Bidders for other requirements on outside of envelope.

Bid may also be submitted by electronic means via website [www.centralbidding.com](http://www.centralbidding.com). Free registration is required in order to submit a bid via the Central Bidding website.

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

Dr. Shannon LaFargue, Superintendent Calcasieu Parish School Board

Pc: Bourne, Heath, Architect, State Licensing Board for Contractors, Daily Journal of Commerce, F. W. Dodge, File.

Publish in the Lake Charles American Press Newspaper:  
March 28<sup>th</sup>, April 4<sup>th</sup>, and April 11<sup>th</sup>.

**INSTRUCTIONS TO BIDDERS****ARTICLE 1 - DEFINITIONS**

- 1.1 The Bid documents include the following:
- Advertisement for Bids.
  - Instructions to Bidders.
  - List of Required Documents.
  - Louisiana Uniform Public Works Bid Form and Unit Price Form.
  - Bid Bond Form.
  - Resolution.
  - CPSB Non-Collusion Affidavit.
  - Louisiana Non-Collusion Affidavit (LRS 38:2224).
  - Verification of Employees Affidavit (LRS 38:2212.10).
  - Attestation Form – Past Criminal Conviction of Bidders (LRS 38:2227).
  - Certification Regarding Unpaid Worker’s Compensation Insurance (LRS 23:1726(B)).
  - Subcontractor Approval List.
  - Contract Between Owner & Contractor including Payment and Performance Bond.
  - Federal Contract Clauses Exhibit A.
  - General Conditions of the Contract for Construction AIA Document A201-2017.
  - Supplementary Conditions.
  - Change Order Form.
  - Application for Payment Documents.
  - Beneficial Occupancy Form.
  - Recommendation of Acceptance Form.
  - Louisiana Dept. of Revenue Sales Tax Exemption Form.
  - CPSB HL Roofing Guarantee (if applicable).
  - Specifications
  - Drawings
  - Addenda issued during bid period and acknowledged on the Bid Form
- 1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201-2017 as amended, or in other Contract Documents, are applicable to the Bid Documents.
- 1.3 Addenda are written and/or graphic instruments issued by the Architect prior to the opening of bids which modify or interpret the Bid Documents by additions, deletions, clarifications, corrections, and prior approvals.
- 1.4 A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, supported by data called for by the Bid Documents.
- 1.5 Base Bid is the sum stated in the Bid for which the Bidder offers to perform the work described as the Base, to which work may be added for sums stated in Alternate Bids.

- 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or subtracted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bid Documents is accepted.
- 1.7 A Bidder is one who submits a bid for a prime contract with the Owner for the work described in the proposed Contract Documents.
- 1.8 A Sub-Bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.
- 1.9 Where the word "Architect" is used in any of the Documents, it shall refer to the Prime Designer of the project, a state-licensed Architect, Engineer or Landscape Architect.

## **ARTICLE 2 - BIDDER'S REPRESENTATION**

- 2.1 Each Bidder by making his Bid represents that:
  - 2.1.1 He has read and understands the Bid Documents and his Bid is made in accordance therewith.
  - 2.1.2 He has visited the site and has familiarized himself with local conditions under which the work is to be performed.
  - 2.1.3 His Bid is based upon the materials, systems, and equipment described in the Bid Documents as advertised and as modified by Addenda.
- 2.2 The Bidder must be fully qualified under any state or local licensing law for Contractors in effect at the time and at the location of the work before submitting his Bid. In the State of Louisiana, Revised Statute 37:2150 et. seq. will be considered, if applicable. Contractor shall be responsible for determining that all of his sub-bidders or prospective subcontractors are duly licensed in accordance with law.
- 2.3 The Bidder must not be debarred as determined by the Federal Government's Excluded Parties List, and it is the responsibility of the Contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal ID tax number, debarment, and state and local licensing requirements. The prime contractor may use the web site: <https://www.sam.gov/SAM> to determine if a subcontractor has been debarred at the federal level.

## **ARTICLE 3 - BID DOCUMENTS**

- 3.1 Bid Documents.
  - 3.1.1 Complete Bid Documents for this Project are available in electronic form. They may be obtained without charge and without deposit from [www.CPSB.org/Page/524](http://www.CPSB.org/Page/524). Bid Documents may also be obtained from [www.centralbidding.com](http://www.centralbidding.com) for a nominal charge or

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

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

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

3.2 Interpretation or Correction of Bid Documents

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

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

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

3.3 Substitutions

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

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

3.3.3 If the Architect approves any proposed substitution such approval will be set forth in an

Addendum. Bidders shall not rely upon approvals made in any other manner.

3.4 Addenda.

3.4.1 Addenda will be posted on [www.CPSB.org/Page/524](http://www.CPSB.org/Page/524) and [www.centralbidding.com](http://www.centralbidding.com). Printed copies are not available from the Owner or Architect, but arrangements can be made to obtain printed Addenda through most reprographic firms. Bidders are responsible for any subscription, downloading, reproduction or mailing costs.

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

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

3.4.4 Each Bidder shall ascertain from [www.CPSB.org/Page/524](http://www.CPSB.org/Page/524) and/or [www.centralbidding.com](http://www.centralbidding.com) prior to submitting his Bid that he has received (via download) all Addenda issued, and he shall acknowledge their receipt on the Bid Form.

#### **ARTICLE 4 - BIDDING PROCEDURES**

4.1 Form and Style of Bids

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

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

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

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

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

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



- 4.1.7 The Bid shall include the legal name of Bidder and statement whether the Bidder is a sole proprietorship, partnership, corporation, or any other legal entity and his Bid shall be signed by the person or person legally authorized to bind the Bidder to a contract. Bid submitted by an agency shall have a current Power of Attorney attached certifying the agent's authority to bind Bidder.
- 4.1.8 On any Bid in excess of Fifty Thousand Dollars & no cents (\$50,000.00), the Contractor shall certify that he is licensed under LA R.S. 37:2150-2163 and show his license number on the Bid above his signature or signature of his duly authorized representative.
- 4.2 Bid Security
- 4.2.1 No Bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the Base Bid and all additive Alternates. The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or on the Calcasieu Parish School Board Bid Bond contained in the Front End Documents written by a surety company licensed to do business in Louisiana and with a current A.M. Best rating of "A-VII" or better, countersigned by a person who is under contract with the surety company or bond insurer as a licensed agent/broker in this state and who is residing in this state and accompanied by appropriate Power of Attorney in Fact or of the State of Louisiana.
- 4.2.2 Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Contract Documents, within ten (10) days after written notice that the instrument is ready for his signature.
- 4.2.3 Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty.
- 4.2.4 The Owner will have the right to retain the bid security of Bidders until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.
- 4.3 Submission of Bid
- 4.3.1 Bids shall be sealed in an opaque envelope and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to the Calcasieu Parish School Board at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by U.S. Mail or express delivery, shall disqualify the Bid.
- 4.3.2 The sealed bid envelope shall be marked on the outside with: "Bid Enclosed for <<insert Project Name and HL Project number>> to be opened at <<insert Bid Due Date and Time>> at the Calcasieu Parish School Board, Attention: Tony Motamedi, Superintendent's

Conference Room, 3310 Broad Street, Lake Charles, LA 70615". The outside of the bid envelope shall include the name, address and Contractor's license number of the Bidder as required by LA. R.S. 37:2163.

- 4.3.3 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the same notation described at 4.3.2 on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, and addressed to: Calcasieu Parish School Board, 3310 Broad Street, Lake Charles, LA 70615.
- 4.3.4 Bids shall be deposited at the designated location prior to the time and the date for receipt of bids indicated in the Advertisement for Bids, or an extension thereof made by Addendum. Bids received after the time and date for receipt of bids will be returned unopened.
- 4.3.5 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.
- 4.3.6 Oral, telephonic or telegraphic bids or modifications to bids are invalid and will not receive consideration. Owner will not consider notation written on outside of bid envelope which has the effect of amending the Bid.
- 4.3.7 Bid may also be submitted by electronic means via website [www.centralbidding.com](http://www.centralbidding.com). Free registration is required in order to submit a bid via the Central Bidding website.
- 4.4 Modification or Withdrawal of Bid
- 4.4.1 A Bid may not be modified, withdrawn or cancelled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with Act III of 1983 which states, in part, "Bids containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Contractor, if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty-eight hours of the bid opening excluding Saturdays, Sundays and legal holidays."
- 4.4.2 Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.
- 4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- 4.4.4 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

#### **ARTICLE 5 - CONSIDERATION OF BIDS**

- 5.1 Opening of Bids
  - 5.1.1 The properly identified bids received on time will be opened publicly and read aloud, and a tabulation abstract of the amounts of the Base Bid and Alternates, if any, will be made available to Bidders.
- 5.2 Rejection of Bids
  - 5.2.1 The Owner shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the Bid Documents or a bid in any way incomplete or irregular.
- 5.3 Acceptance of Bid
  - 5.3.1 Any bid shall include no more than three alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Determination of the low bidder shall be on the basis of the sum of the base bid and any alternates accepted. However, the Owner reserves the right to accept alternates in any order which does not affect determination of the low bidder, per LA. R.S. 38:2212 (J).
  - 5.3.2 It is the intent of the Owner to award a contract to the lowest responsible bidder in accordance with the requirements of the Bid Documents, and if the bid does not exceed the funds available.
  - 5.3.3 Due to the nature of potential Project funding sources, full funding may not be readily-available at the time the bids are received. As a result, pursuant to Louisiana Revised Statute 38:2215, the Owner is exempt from the requirement of acting to award the Contract or reject all bids within forty-five (45) calendar days of receipt of the bids. Pursuant to this Statute, the Owner specifically reserves the right to hold all bids for greater than forty-five (45) calendar days.

#### **ARTICLE 6 - POST BID INFORMATION**

- 6.1 Refer to **List of Required Documents** for other items required to be submitted by the apparent low bidder within ten (10) days after bid opening. Where forms are required, blank forms are included in the Bid Documents.
- 6.2 The apparent low Bidder has a maximum of ten (10) days from the bid opening to produce any required post bid submittals. If the apparent low Bidder does not submit the proper information or documentation as required by the Bid documents within the ten-day period, such Bidder shall be declared non-responsive, which will result in automatic disqualification of bid.
- 6.3 Proposed list of subcontractors, materials suppliers, and superintendents.

- 6.3.1 Within 24 hours after bids are opened, the Contractor identified as the apparent low bidder shall make the following submittals to the Architect: A tentative list of all subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to special design) proposed for principal portions of the work, as well as the proposed superintendent. Also provide a designation of the work to be performed by the Contractor with his own forces.
- 6.3.2 It is recognized that the acceptance or rejection of alternates contained in the bid proposal may ultimately determine the low bidder on the project. In the event a Contractor, other than the Contractor identified as the apparent low bidder at the bid opening, becomes the low bidder as a result of such selection of alternates, this contractor shall make the submittals required by this section within 24 hours after notification by the Owner.
- 6.3.3 The Contractor will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the section of the specifications pertaining to such proposed subcontractors' respective trades.
- 6.3.4 The Architect will notify the Contractor if the Owner, after due investigation, has reasonable and substantial objection to any person or organization on the Contractor's list of proposed subcontractors. If there are objections the Contractor shall submit alternative subcontractor(s) for their approval.
- 6.3.5 Subcontractors and other persons and organizations proposed by the Bidder and accepted by the owner and the Architect upon the awarding of a contract must be used on the work for which they were proposed and accepted and shall not be changed except upon the recommendation of the Architect and approved by the Owner in the form of a change order. Any changes on the tentative 24 hour list submitted by the Contractor prior to the awarding of the contract must be requested in writing to the Architect with proper justification. Any change in the tentative list of subcontractors will require recommendation from the Architect to the Owner. The recommendation and approval of the Owner must be made in writing.
- 6.3.6 The lowest responsible bidder shall submit to the Architect and the Owner prior to award of the contract a letter from the manufacturer that the manufacturer will issue the roof system guarantee based on the specified roof system and include the name of the applicator acceptable to the manufacturer for installing the specified roof system. This manufacturer shall be one that has received prior approval or is named in the specifications.
- 6.4 Additional Submissions
- 6.4.1 A Schedule of Values segregating the entire Contract Sum into the divisions of the Specifications shall be provided to the Architect. No payments will be made to the Contractor until this is received.

- 6.4.2 A copy of applicable state, parish, or municipal licenses legally required for Contractor and subcontractors shall be provided to the Architect. No payments will be made to the Contractor until this is received.
- 6.4.3 Federal and state tax identification numbers on General Contractors and subcontractors shall be provided to the Architect. No payments will be made to the Contractor until this is received.

#### **ARTICLE 7 - PERFORMANCE & PAYMENT BONDS**

- 7.1 Bond Required
- 7.1.1 The Contractor shall furnish and pay for a Performance & Payment Bond written by a company licensed to do business in Louisiana, which shall be countersigned by a person who is contracted with the surety company or bond issuer or approved broker, and who is licensed as an insurance agent/broker of the company or issuer, and who is licensed as an insurance agent in this State, and who is residing in this State, in an amount equal to the 100% of the Contract amount. By issuing such Performance and Payment Bond, the surety acknowledges they are on the current U.S. Department of the Treasury Financial Management Service List of approved bonding companies, and complies with all other provisions of R.S. 38:2219.
- 7.2 Time of Delivery and Form of Bond
- 7.2.1 The Bidder shall deliver the required bond to the Owner simultaneous with the execution of the contract.
- 7.2.2 Bond shall be in form furnished by the Calcasieu Parish School Board, entitled Performance & Payment Bond, a copy of which is included in the Bid Documents.
- 7.2.3 The Bidder shall require the Attorney-In-Fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

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

- 8.1 Form to be Used
- 8.1.1 Form of the contract to be used shall be furnished by Calcasieu Parish School Board, a copy of which is included in the Bid Documents.
- 8.2 Award
- 8.2.1 In accordance with Louisiana Law, if the Contract is awarded to the Bidder, he shall at the time of the signing of the Contract or prior, execute the Non-Collusion Affidavit included

in the Bid Documents, and shall execute the Byrd Anti-Lobbying Certification contained in Exhibit A to Contract Between Owner and Contractor.

- 8.2.2 Before award of the contract, the successful Bidders shall furnish to the Owner a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the Bid to sign on behalf of the Contractor.
- 8.2.3 When a project is financed either partially or entirely with School Board bonds, the award of a contract is contingent upon the sale of bonds by the School Board. The School Board shall incur no obligation to the Contractor until the Contract between the Owner and Contractor is duly executed.

**ARTICLE 9 - COMPLETION TIME & LIQUIDATED DAMAGES**

- 9.1 The completion of the contract must be as stated below, subject to such extensions as may be granted under Paragraph 8.3, Delays and Extensions of Time: in the General Conditions and the Supplementary Conditions, or the Contractor will be subject to pay to the Owner Liquidated Damages in the amount of **Five Hundred (\$500.00) per calendar day**. Time is of the essence in performance of this Contract and satisfactory completion of this Project.
- 9.2 Bidder acknowledges that all phases of the Project shall be Substantially Complete in **90 calendar days** from receipt of written Notice to Proceed from Owner.

**ARTICLE 10 - BUILDING MATERIAL EXCLUSIONS**

- 10.1 All building materials shall be free of asbestos.
- 10.2 All plumbing materials shall be free of lead.
- 10.3 All paints shall be free of lead.
- 10.4 All contractors should use the least hazardous materials on all jobs. Material Safety Data Sheets (MSDS) shall be given to the Owner on all materials used.

**ARTICLE 11 - PRE-BID CONFERENCE**

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

Bidders with the requirements of the Project and the intent of the Contract Documents, and to receive comments and information from interested Bidders.

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

**ARTICLE 12 - APPLICABILITY**

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

**ARTICLE 13 - FEDERALLY FUNDED PROJECTS**

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

**ARTICLE 14 - MISCELLANEOUS PROVISIONS**

- 14.1 The Contractor shall repair, replace or pay for the relocation of telephones and wiring, fire alarms, intercoms, bells, TV cable, security system, wiring and equipment and any other cable type installation that may be damaged, cut or removed during the construction.
- 14.2 The Contractor will be responsible for the removal, reinstallation and/or relocation of any playground equipment that needs to be moved due to construction.
- 14.3 The Calcasieu Parish School Board is hereby recognized as a statutory employer of Contractor's employees, including but not limited to Contractor's direct employees, immediate employees, and statutory employees. This contract recognizes the existence of a statutory employer relationship between Calcasieu Parish School Board and Contractor in accord with Act 315 of 1997.
- 14.4 The costs of any required construction, demolition or other permits from any authority having jurisdiction over the Project are to be included in the Base Bid.

**ARTICLE 15 - SALES AND USE TAX EXEMPTION**

- 15.1 In accordance with applicable rules adapted and promulgated by the Louisiana Department of Revenue, the Owner shall designate the contractor and all subcontractors

as its agents for the purchase and lease of materials, supplies or equipment for the project. The Contractor and all subcontractors shall accept the agency designation. The designation and acceptance thereof shall be made on the form prescribed by the Louisiana Department of Revenue which form shall be part of the contract between the Owner, Calcasieu Parish School Board, and the Contractor. A copy of this form is available at the Architect's office.

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

The Owner will furnish to the contractor and subcontractors its Certificate of Sales/Use Tax Exemption/Exclusion on the form prescribed by the Louisiana Department of Revenue. The contractor and subcontractors shall furnish a copy of such certificate to all vendors or suppliers of any of the materials, supplies or equipment described above,

The Contractor and subcontractors shall make all purchases and leases on behalf of and as the agent of the Calcasieu Parish School Board.

Rules and regulations of the Louisiana Department of Revenue shall prevail over any conflicting provisions or specifications of the contract.

**End of Instructions to Bidders**



**LIST OF REQUIRED DOCUMENTS**

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

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

**The following items are required to be submitted by the Apparent Low Bidder to the Architect or Owner within ten (10) days of the Bid, and prior to award of the project:**

*Note: The Calcasieu Parish School Board requires that 6 original, signed and/or notarized copies (as is applicable) of each item listed below be submitted.*

1. Resolution.
2. CPSB Non-Collusion Affidavit
3. Louisiana Non-Collusion Affidavit (LRS 38:2224).
4. Verification of Employees Affidavit (LRS 38:2212.10).
5. Attestation Form – Past Criminal Conviction of Bidders (LRS 38:2227).
6. Subcontractor Approval List.
7. For Projects involving repair or replacement of roofing: Roofing Manufacturer's Certification and Compliance Letter, issued on the Roofing Manufacturer's Company Letterhead, and signed by an officer, or other duly appointed representative of the Roofing Manufacturer, stating the following:
  - That the proposed Roofing Installer is an Approved Applicator for the system(s) specified and/or prior approved, and is in current good standing with the company.
  - That the roofing system as specified, or as modified by Addendum, is acceptable to the Roofing Manufacturer, and meets the requirements for issuance of the specified 30- year, No-Dollar-Limit-Non-Pro-Rated Roof Weathertightness Warranty, in accordance with the Specifications.
  - That the Roofing Manufacturer will issue the required 30-year, No-Dollar-Limit-Non-Pro-Rated Roof Weathertightness Warranty, in accordance with the Specifications.
  - That the Roofing Manufacturer will provide the required on-site inspections, performed by the Roofing Manufacturer's full-time, Technical Field Representative, and will issue written reports along with photographic documentation accordingly, in accordance with the requirements of the applicable Specifications.

**END OF SECTION**

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO: Calcasieu Parish School Board**  
3310 Broad Street, Lake Charles, LA 70615

**BID FOR:** Hurricane Laura Building & Site Repairs:

**M.J. Kaufman Classroom Repairs: HL-028-04**  
301 Tekel Road, Lake Charles, LA 70607

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: Champeaux Evans Hotard + RHH Architects, APAC, AJV and dated: 3/25/2021

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 (\$ \_\_\_\_\_ NA \_\_\_\_\_)

**Alternate No. 2** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:  
Not Applicable \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ NA \_\_\_\_\_)

**Alternate No. 3** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:  
Not Applicable \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ NA \_\_\_\_\_)

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

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

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

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

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

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

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

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

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

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

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

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

**TO: Calcasieu Parish School Board**  
3310 Broad Street, Lake Charles, LA 70615

**BID FOR:** Hurricane Laura Damages Restoration Project:  
M.J. Kaufman Classroom Repairs: HL-028-04  
301 Tekel Road, Lake Charles, LA 70607

**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 ( <i>Quantity times Unit Price</i> )

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

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

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

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

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

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

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

**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.**

**BID BOND**

PROJECT NAME: **Hurricane Laura Building and Site Repairs  
for Calcasieu Parish School Board  
M.J. Kaufman Classroom Repairs  
HL-028-04**

LOCATION: **301 Tekel Road, Lake Charles, LA 70607**

Date: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, as Surety,

are held and firmly bound unto the Calcasieu Parish School Board, (Obligee), in the full and just sum of five (5%) percent of the total amount of this bid proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies and that it is listed thereon as approved for an amount equal to or greater that the amount for which it obligates itself in this instrument, that surety currently is licensed to do business in the State of Louisiana, and that this bond is countersigned by a person who is under contract with the surety as a licensed agent/broker in this state, and who is residing in this state.

This Bid Bond shall be accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

**Moss Bluff Campus Sites  
Hurricane Laura Building and Site Repairs  
for Calcasieu Parish School Board  
HL-025-01  
HL-039-01  
HL -040-01  
HL-068-03**

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to

the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

BOND CERTIFICATION: The Principal certifies that he meets all bonding requirements of the Calcasieu Parish School Board, as set forth in paragraph 4.2.1 of the Instructions To Bidders, found in the General Guide for Front End Documents for the Calcasieu Parish School Board.

BY: \_\_\_\_\_  
PRINCIPAL (BIDDER)

BY: \_\_\_\_\_  
SURETY

BY: \_\_\_\_\_  
AUTHORIZED OFFICER-OWNER-PARTNER

BY: \_\_\_\_\_  
AGENT OR ATTORNEY-IN-FACT (SEAL) DATE: \_\_\_

DATE: \_

**INCLUDE THIS FORM WITH BID UNLESS BID SECURITY CHECK IS INCLUDED**

**RESOLUTION**

PROJECT NAME: **Hurricane Laura Building and Site Repairs  
for Calcasieu Parish School Board  
M.J. Kaufman Classroom Repairs  
HL-028-04**

LOCATION: **301 Tekel Road, Lake Charles, LA 70607**

BE IT RESOLVED that \_

Officer / Owner of \_\_\_\_\_,

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

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Name of Officer/Owner

\_\_\_\_\_  
Title of Officer/Owner

\_\_\_\_\_  
Signature

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, in Lake Charles, Louisiana.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

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

**CPSB NON-COLLUSION AFFIDAVIT**

PROJECT NAME: **Hurricane Laura Building and Site Repairs  
for Calcasieu Parish School Board  
M.J. Kaufman Classroom Repairs  
HL-028-04**

LOCATION: **301 Tekel Road, Lake Charles, LA 70607**

Appearer does hereby attest that:

(1) Bidder is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the above referenced Bid:

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

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

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

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

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

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

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

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

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

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, in Lake Charles, Louisiana.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

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

**NON-COLLUSION AFFIDAVIT**

PROJECT NAME: **Hurricane Laura Building and Site Repairs  
for Calcasieu Parish School Board  
M.J. Kaufman Classroom Repairs  
HL-028-04**

LOCATION: **301 Tekel Road, Lake Charles, LA 70607**

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

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

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

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

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

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

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

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in Lake Charles, Louisiana.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

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



## VERIFICATION OF EMPLOYEES AFFIDAVIT

PROJECT NAME: **Hurricane Laura Building and Site Repairs  
for Calcasieu Parish School Board  
M.J. Kaufman Classroom Repairs  
HL-028-04**

LOCATION: **301 Tekel Road, Lake Charles, LA 70607**

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

- A. Appearer is registered and participates in a status verification system (E-Verify) to verify that all new employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system (E-Verify) to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

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

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

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

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

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

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, in Lake Charles, Louisiana.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

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

# ATTESTATION - PAST CRIMINAL CONVICTIONS OF BIDDERS

PROJECT NAME: **Hurricane Laura Building and Site Repairs  
for Calcasieu Parish School Board  
M.J. Kaufman Classroom Repairs  
HL-028-04**

LOCATION: **301 Tekel Road, Lake Charles, LA 70607**

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

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
  - (a) Public bribery (R.S. 14:118)
  - (b) Corrupt influencing (R.S. 14:120)
  - (c) Extortion (R.S. 14:66)
  - (d) Money laundering (R.S. 14:23)
- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
  - (a) Theft (R.S. 14:67)
  - (b) Identity Theft (R.S. 14:67.16)
  - (c) Theft of a business record (R.S.14:67.20)
  - (d) False accounting (R.S. 14:70)
  - (e) Issuing worthless checks (R.S. 14:71)
  - (f) Bank fraud (R.S. 14:71.1)
  - (g) Forgery (R.S. 14:72)
  - (h) Contractors; misapplication of payments (R.S. 14:202)
  - (i) Malfeasance in office (R.S. 14:134)

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

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

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

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

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

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

**CERTIFICATION REGARDING  
UNPAID WORKER’S COMPENSATION INSURANCE**

PROJECT NAME: **Hurricane Laura Building and Site Repairs  
for Calcasieu Parish School Board  
M.J. Kaufman Classroom Repairs  
HL-028-04**

LOCATION: **301 Tekel Road, Lake Charles, LA 70607**

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

- A. L.R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing below, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

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

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

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

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

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

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

## SUBCONTRACTOR APPROVAL LIST

PROJECT NAME: **Hurricane Laura Building and Site Repairs  
for Calcasieu Parish School Board  
M.J. Kaufman Classroom Repairs**

PROJECT NUMBER: **HL-028-04**

LOCATION: **301 Tekel Road, Lake Charles, LA 70607**

WORK DESCRIPTION	SUBCONTRACTOR	LICENSE NUMBER	FED. I.D. NUMBER

# CONTRACT BETWEEN OWNER & CONTRACTOR

and

## PERFORMANCE & PAYMENT BOND

This agreement, entered into this << day >> day of <<month>>, 20XX, by and between << insert name of Contractor >>, hereinafter called the "Contractor", whose business address is << insert Contractor's address >>, and the **Calcasieu Parish School Board**, herein represented by the contracting officer executing this Contract, hereinafter called the "Owner".

Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

Statement of Work: The Contractor shall furnish all labor and materials, and perform all of the work required to build, construct, and complete in a thorough and workmanlike manner:

**Hurricane Laura Building and Site Repairs  
For Calcasieu Parish School Board  
M.J. Kaufman Classroom Repairs  
HL-028-04**

in strict accordance with the Contract Documents prepared by:

**Champeaux Evans Hotard + RHH Architects, APAC, AJV**

It is recognized by the parties herein that said Contract Documents, including by way of example and not of limitation, the Drawings and Specifications, dated << insert date of Contract Documents >>, Addenda << # of Addenda >>, the Instructions To Bidders, the Bid Form, the General Conditions Of The Contract For Construction, the Supplementary Conditions, any Addenda thereto, **and the Federal Contract Clauses attached as Exhibit A (8 pages)**, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference, with the same force and effect as though said Construction Documents were herein set out in full.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner, and shall be completed within << insert Contract Time >> consecutive calendar days from and after the said date. Time is of the essence.

Compensation to be Paid to the contractor: The Owner will pay, and the Contractor will accept, in full consideration for the performance of the Contract, the sum of << insert Contract Sum >> Dollars and no/100 Dollars (\$###.###.00), which sum represents the Base Bid, including Alternates No. #####.

PERFORMANCE & PAYMENT BOND: To these presents personally came and intervened \_\_\_\_\_ herein acting for \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business in the State Of Louisiana, as Surety, who declared that having taken cognizance of this Contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney In Fact, obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of << insert Contract Sum >> and no/100 Dollars (\$###.###.00).

The condition of this Performance & Payment Bond shall be that should the Contractor herein not perform the Contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Owner, from all cost and damages which he may suffer by said Contractor's non-performance, or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example: workmen, laborers, mechanics, and furnishers of materials, machinery, equipment, and fixtures, then said Surety agrees and is bound to so perform the Contract and make said payment(s).

Provided, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions, or other forbearance being hereby waived.

In witness hereof, the parties herein on the day and year first written above have executed this agreement in six (6) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

\_\_\_\_\_  
#####  
**CONTRACTOR**

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
**Calcasieu Parish School Board**  
**OWNER**

\_\_\_\_\_  
By: \_\_\_\_\_  
Shannon LaFargue, Ph.D.  
Superintendent

\_\_\_\_\_  
Title

\_\_\_\_\_  
#####  
**SURETY**

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
ATTORNEY IN FACT



Owner (Calcasieu Parish School Board) intends to pursue reimbursement of eligible Project costs from the Federal Emergency Management Agency (FEMA), therefore this Agreement is subject to compliance by Contractor with all applicable federal contract clauses, including but not limited to, the following:

**1. Remedies**

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

**2. Termination for Cause and Convenience**

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

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

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

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;





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

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

**4. Contract Work Hours and Safety Standards Act**

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

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

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

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

**5. Clean Water Act & Federal Water Pollution Control Act**

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



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

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

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **6. Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **7. Energy Efficiency**

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

#### **8. Suspension and Debarment**

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



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

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

**9. Anti-Kickback Clause**

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

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

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

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

**11. No Obligation by Federal Government**

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

**12. Equal Employment Opportunity**

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



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

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

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

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

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

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

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

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

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



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

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

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

### **13. Procurement of Recovered Materials**

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

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

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

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

### **14. Access to Records**

The following access to records requirements apply to this contract:

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



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

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

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

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

**15. DHS Seal, Logo, and Flags**

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

**16. Compliance with Federal Law, Regulations and Executive Orders**

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

**17. No Obligation by Federal Government**

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

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

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

**19. Byrd Anti-Lobbying**

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



**BYRD ANTI-LOBBYING CERTIFICATION**

**RE: PROJECT NAME / HL-NUMBER:** \_\_\_\_\_

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Name and Title of Contractor's Authorized Representative

\_\_\_\_\_  
Date



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

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

**Calcasieu Parish School Board Hurricane Laura Damages Restoration Program**  
AIA Document A201™–2017, General Conditions of the Contract for Construction,  
amended by Owner, issue 210225.

**THE OWNER:**  
(Name, legal status and address)

**Calcasieu Parish School Board**  
3310 Broad Street  
Lake Charles, LA 70615  
337-217-4000

**THE ARCHITECT:**  
(Name, legal status and address)

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

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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.

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

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

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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(Topics and numbers in bold are Section headings.)

**NOTE:** This Document has been amended by Owner without revision to references listed in this Index.

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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. The Contract Documents shall include the Bid Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda .

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor.

### § 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

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

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

### § 1.7 Digital Data Use and Transmission

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

*(Paragraphs deleted)*

## ARTICLE 2 OWNER

### § 2.1 General

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

§ 2.1.2 If requested, the Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights.

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Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

## § 2.2 Program Manager

The Owner assigns **CSRS Disaster Recovery Management, LLC**, 6767 Perkins Rd., Ste. 200, Baton Rouge, LA 70808 as Program Manager and Owner's authorized representative.

*(Paragraphs deleted)*

## § 2.3 Information and Services Required of the Owner

§ 2.3.1 The Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

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

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

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

## § 2.4 Owner's Right to Stop the Work

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

## § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

## ARTICLE 3 CONTRACTOR

### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction

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where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

### § 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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requirements and ensure compliance with Work Area limits defined on drawings. Contractor shall immediately honor any requests from Owner or Architect to temporarily interrupt Work due to excessive noise, dust or vibrations, at no additional expense to Owner.

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

#### § 3.4 Labor and Materials

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

#### § 3.4.2 Not Used.

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

#### § 3.5 Warranty

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

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

#### § 3.6 Taxes

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

#### § 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

#### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. Contractor acknowledges that Work on this Project involves storm-damage repair to damaged portions of existing buildings and exact existing conditions may not be fully captured and identified in the Contract Documents.

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

#### **§ 3.8 Allowances**

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

*(Paragraphs deleted)*

#### **§ 3.9 Superintendent**

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

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

#### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised and submitted for review and approval at appropriate intervals as required by the conditions of the Work and Project. For projects with a contract sum greater than \$1,000,000.00, the Contractor shall include with the schedule, for the Owner's and Architect's information, a network analysis to identify those tasks which are on the critical path, i.e., where any delay in the completion of these tasks will lengthen the project timescale, unless action is taken. A revised

schedule shall be submitted for review and approval by Architect with each Application and Certificate for Payment. No payment shall be made until this schedule is approved by Architect.

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

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules approved by the Owner and Architect. If the Work is not on schedule, as determined by the Architect, and the Contractor fails to take action to bring the Work on schedule, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. Such default may be considered grounds for termination by the Owner for cause in accordance with Section 14.2.

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

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

### § 3.11 Documents and Samples at the Site

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

### § 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal

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schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

### § 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Contractor shall strenuously enforce campus security requirements and ensure compliance with Work Area limits defined on drawings. Contractor is responsible for security of Work Area(s) and other portions of site in use by Contractor related to the Work. Contractor shall not interfere in any way with routine campus operations when working on occupied campuses, including parking lots, drives and roads required for

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vehicle and bus access and egress. Contractor and any entity for which Contractor is responsible shall not erect or post any sign on the Project site without the prior written consent of Owner.

### **§ 3.14 Cutting and Patching**

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

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

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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

### **§ 3.18 Indemnification**

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until end of Warranty Phase. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

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

### § 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or

performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4. The Architect will monitor Change Order activity and advise Contractor to record Change Orders whenever required by La. R.S. 38:2192.

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives. There shall be no restriction on the Owner having a Representative.

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

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

## § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. The Contractor shall be solely responsible for selection and performance of all subcontractors. The Contractor shall not be entitled to claims for additional time and/or an increase in the contract sum due to a problem with performance or nonperformance of a subcontractor.

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

*(Paragraph deleted)*

## § 5.3 Subcontractual Relations

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

## § 5.4 Not Used.

*(Paragraphs deleted)*

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction

schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

## § 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

## § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

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

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

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

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

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

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

## § 7.2 Change Orders

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*(Paragraph deleted)*

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

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

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

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

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

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

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

### § 7.3 Construction Change Directives

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

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods, but not to exceed a specified amount:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.
- .5 For any item submitted under this Section to determine adjustments to Contract Sum, the Contractor shall keep and present copies of actual paid invoices, and/or other such documentation as Owner or Architect may require, that:
  - a) substantiates claimed quantities actually purchased;
  - b) substantiates claimed unit costs actually paid;
  - c) substantiates claimed costs actually paid for equipment usage.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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



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

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

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

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

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

#### § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work. Completion of the Work must be within the Time for Completion stated in the Agreement, subject to such extensions as may be granted under Section 8.3. The Contractor agrees to commence Work not later than fourteen (14) days after the transmittal date of Written Notice to Proceed from the Owner and to substantially complete the project within the time stated in the Contract. The Owner will suffer financial loss if the project is not substantially complete in the time set forth in the

Contract Documents. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner the sum stated in the Contract Documents as fixed, agreed and liquidated damages for each consecutive calendar day (Saturdays, Sundays and holidays included) of delay until the Work is substantially complete. The Owner shall be entitled to the sum stated in the Contract Documents. Such Liquidated Damages shall be withheld by the Owner from the amounts due the Contractor for progress payments.

**§ 8.2.2 Not Used.**

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

**§ 8.3 Delays and Extensions of Time**

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

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

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

**ARTICLE 9 PAYMENTS AND COMPLETION**

**§ 9.1 Contract Sum**

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

*(Paragraph deleted)*

**§ 9.2 Schedule of Values**

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

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

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

**§ 9.3 Applications for Payment**

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

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

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

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

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

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

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

#### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

#### § 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

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- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 failure to carry out the Work in accordance with the Contract Documents.

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

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

*(Paragraph deleted)*

#### § 9.6 Progress Payments

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

§ 9.6.2 The Contractor shall pay each Subcontractor, after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. La R.S. 9:2784 (A) and (C) require a Contractor or Subcontractor to make payment due to each Subcontractor and supplier within fourteen (14) consecutive days of the receipt of payment from the Owner. If not paid, a penalty in the amount of ½ of 1% per day is due, up to a maximum of 15% from the expiration date until paid. The contractor or subcontractor, whichever is applicable, is solely responsible for payment of a penalty

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

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

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

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

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

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

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*(Paragraphs deleted)*

## **§ 9.8 Substantial Completion**

*(Paragraph deleted)*

**§ 9.8.1.** Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the project is substantially complete in accordance with this Section. In order to satisfy this definition of Substantial Completion, Acceptance of Substantial Completion shall be executed in writing by the Owner and approved by the CPSB Board (if necessary). All insurance requirements shall remain in place until such written execution and formal approval occurs.

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

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

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

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

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

**§ 9.8.7** If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Architect or Owner, the Owner may, at his option, contract to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract sum. Finding the Contractor

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in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts. If the surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the surety

### **§ 9.9 Partial Occupancy or Use**

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

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

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

### **§ 9.10 Final Completion and Final Payment**

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

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner for the following:

- .1 Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 Failure of the Work to comply with the requirements of the Contract Documents irrespective of when such failure is discovered;
- .3 Terms of special warranties required by the Contract Documents; or
- .4 Audits performed by the Owner, after final payment.

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

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

### § 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

#### § 10.2.8 Injury or Damage to Person or Property

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

#### § 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. The Contract Time shall be extended appropriately.

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

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

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

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

#### § 10.4 Emergencies

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



**ARTICLE 11 INSURANCE AND BONDS**

**NOTE: The following Article 11 contemplates Owner using a custom Owner-Contractor Agreement; AIA Document A101-2017 Exhibit A is not part of these documents.**

**§ 11.1 Contractor’s Liability Insurance**

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

*(Paragraphs deleted)*

**§ 11.2 Minimum Scope and Limits of Insurance**

**§ 11.2.1 Worker’s Compensation**

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

**§ 11.2.2 Commercial General Liability.**

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

**COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE**

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

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

Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

### § 11.2.3 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles. Such coverage shall eliminate any employee versus employee exclusion. Symbol 1 is preferred. The Owner shall be named as an Additional Insured and a waiver of subrogation in favor of the Owner shall be included.

### § 11.2.4 Excess Umbrella

Excess Umbrella Insurance may be used to meet the minimum requirements for General Liability, Employer's Liability and Automobile Liability only. Excess umbrella should follow form over the underlying coverage.

### § 11.2.5 Builder's Risk

§ 11.2.5.1 Builder's Risk Insurance shall be in an amount equal to the amount of the construction contract including any amendments and shall be upon the entire Work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, including but not limited to: the perils of wind, earthquake, collapse, flood, convective storms, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.

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

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

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

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

### § 11.2.7 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Owner. The Contractor shall be responsible for all deductibles and self-insured retentions.

### § 11.3 Other Insurance Provisions

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

#### § 11.3.1.1 Worker's Compensation and Employers Liability Coverage

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

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### § 11.3.1.2 Commercial General Liability Coverage

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

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

### § 11.3.1.3 Builder's Risk

The policy must include an endorsement providing the following:

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

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

### § 11.3.1.4 All Coverages

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

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

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

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

### § 11.3.2 Acceptability of Insurers

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

### § 11.3.3 Verification of Coverage

Contractor shall furnish the Owner with certificates of insurance, evidencing required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and evidence of endorsements are to be received and approved by the Owner including renewal evidence prior to expiration. Failure to provide and maintain the required insurance coverage throughout the term of the Agreement shall be a material breach

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of the Agreement, and shall entitle Owner to all remedies provided for in the Agreement, any Amendment(s) thereto, or by operation of law. The Certificate Holder must be listed as follows:

Calcasieu Parish School Board  
3310 Broad Street  
Lake Charles, LA 70615  
Attn: Project # HL-XXX-XXX (obtain Owner's Project Number from Architect).

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

CSRS Disaster Recovery Management, LLC  
6767 Perkins Rd., Ste. 200  
Baton Rouge, LA 70808

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

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

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

*(Paragraphs deleted)*

#### **§ 11.3.4 Subcontractors**

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

#### **§ 11.3.5 Indemnification/Hold Harmless Agreement**

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

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

#### **§ 11.4 Performance and Payment Bond**

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

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

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

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

**ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

**§ 12.1 Uncovering of Work**

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

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

**§ 12.2 Correction of Work**

**§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct Work identified as defective within a thirty (30) day period, through no fault of the Designer, the Owner may hold the Contractor in default. If the Owner finds the Contractor in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have nonconforming Work corrected and hold the Surety and Contractor responsible for the cost, including architectural fees and other indirect costs. If the Surety fails to correct the Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may elect not to accept bonds submitted in the future by the Surety. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts.

**§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work, or Work covered by warranties, within a thirty (30) day period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the non-conforming or warranty Work, through no fault of the Architect or Owner, the Owner may contract to have the nonconforming or warranty Work corrected and hold the Surety responsible for the cost including architects fees and other indirect costs. Corrections by the Owner shall be in accordance with Section 2.4. If the Surety fails to correct the nonconforming or warranty Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may not accept bonds submitted, in the future, by the Surety.

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

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

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

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

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

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

### § 13.2 Successors and Assigns

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

*(Paragraph deleted)*

### § 13.3 Rights and Remedies

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

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

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

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. The Contractor shall make arrangements for such tests, inspections and approvals with the Testing Laboratory provided by the Owner, and the Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or

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approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

*(Paragraphs deleted)*

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

### **§ 14.1 Termination by the Contractor**

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

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

*(Paragraph deleted)*

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit for Work completed prior to stoppage.

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

### **§ 14.2 Termination by the Owner for Cause**

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 **failure to complete the punch list within the lien period as provided in 9.8.7.**

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§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

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

#### § 14.3 Suspension by the Owner for Convenience

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

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

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

#### § 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed.

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

##### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes

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and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

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

**§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. A Reservation of Rights and similar stipulations shall not be recognized under this contract as having any effect. A party must make a claim as defined herein within the time limits provided.

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

**§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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

**§ 15.1.5 Claims for Additional Cost**

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

**§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

*(Paragraph deleted)*

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

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

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

June 6 days

December 8 days

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

*Note: Contract is on a calendar day basis.*

#### **§ 15.1.7 Waiver of Claims for Consequential Damages**

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### **§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect shall always serve as the Initial Decision Maker. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to litigation of any Claim arising prior to the date final payment is due. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties except that the Owner may reject the decision or suggest a compromise, or both.

#### **§ 15.2.6 Not Used.**

*(Paragraph deleted)*

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User Notes:

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

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



### CHANGE ORDER

Change Order No.: **XXX**  
Date: **XXX**  
Contract Date: **XXX**

Project No.: **HL-028-04**

Project Name: **Calcasieu Parish School Board  
Hurricane Laura Damages Restoration Program  
M.J. Kaufman Classroom Repairs**

To: **<< Contractor >>**  
**<< Address >>**

You are hereby directed to make the following change(s) in this Contract: (Attach Itemized Recap Sheet)

The Original Contract Sum	\$ ###,###.##
Net Change by Previous Change Order	<u>\$ ###,###.##</u>
Contract Sum Prior to this Change Order	\$ ###,###.##
Contract Sum will be _____ by this Change Order	<u>\$ ###,###.##</u>
New Contract Sum Including this Change Order	\$ ###,###.##

Contract Time will be **INCREASED / DECREASED** by: ## days  
Revised Contract Completion Date: ##### ##, 20XX

RECOMMENDED

ACCEPTED

APPROVED

**Champeaux Evans Hotard  
+RHH APAC, AJV  
(DESIGNER)**  
  
**702 Dr. Michael Debakey Drive  
Lake Charles, LA**

**<< Contractor >>**  
**(CONTRACTOR)**  
  
**<< Address >>**

**Calcasieu Parish  
School Board  
(OWNER)**  
  
**P. O. Box 800  
Lake Charles, LA**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **APPLICATION FOR PAYMENT DOCUMENTS**

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

Samples not included.

Application for Payment:

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

With:

Continuation Sheet:

AIA Document G703®-1992, Continuation Sheet.

Both prepared in accordance with their published Instructions.

**END OF SECTION**

**BENEFICIAL OCCUPANCY**

**\* Not for Recordation \***

Dated: << Date >>

Project No.: **Calcasieu Parish School Board - Project No. HL-028-04  
Champeaux Evans Hotard - Project No. 2017**

Project Name: **Hurricane Laura Building and Site Repairs  
For Calcasieu Parish School Board  
M.J. Kaufman Classroom Repairs**

Architect: **Champeaux Evans Hotard +RHH, AJV  
702 Dr. Michael DeBaKey Drive  
Lake Charles, LA 70601**

Contractor: << Contractor >>  
<< Address >>  
<< Address >>

Owner: **Calcasieu Parish School Board  
c/o Planning & Construction Department  
3800 Mallard Cove Drive  
Lake Charles, LA 70615**

The Owner desires to utilize the below described portion(s) of the Project, prior to Substantial Completion.

The below described portion(s) of the Project is/are, to the best of my knowledge and belief, complete to a point that they may be legally occupied, and utilized as intended, in accordance with the requirements of the Contract Documents.

The Owner’s occupancy of any portion of this project does not violate any applicable warranties, and does not constitute Acceptance of the Project, as a whole.

The below described portion(s) of the subject Project is, to be best of my knowledge and belief, complete to a point that the Owner desires to use in accordance with the requirements of the Contract Documents.

Portion(s) Occupied: << Portion Occupied >>

Date Occupied: << Date >>

Warranty Items Covered by Occupancy << Warranty Items >>

Punch List: Attached, dated << Date >> with a value of \$<< Value >>

Beneficial Occupancy  
Page 2 of 2

Hurricane Laura Building and Site Repairs  
M.J. Kaufman Classroom Repairs  
CPSB Project No.: HL-028-04

Accepted by:

\_\_\_\_\_  
**Architect**  
**Champeaux Evans Hotard, APAC**

\_\_\_\_\_  
**Contractor**  
**<< Contractor >>**

\_\_\_\_\_  
**Owner**  
**Calcasieu Parish School Board**

\* Not For Recordation \*

**RECOMMENDATION OF ACCEPTANCE**

Dated: << Date >>

Project No.: **Calcasieu Parish School Board - Project No. HL-028-04**

Project Name: **Hurricane Laura Building & Site Repairs  
For Calcasieu Parish School Board  
M.J. Kaufman Classroom Repairs**

Architect: **Champeaux Evans Hotard + RHH Architects, AJV  
702 Dr. Michael DeBakey Drive  
Lake Charles, LA 70601**

Contractor: << Contractor >>  
<< Address >>  
<< Address >>

Owner: **Calcasieu Parish School Board  
c/o Planning & Construction Department  
3800 Mallard Cove Drive  
Lake Charles, LA 70615**

I hereby certify that, to the best of my knowledge and belief, this project is complete or substantially complete, in accordance with the plans and specifications to a point that it can be used for the purpose intended, and I hereby recommend that this project be accepted.

Date of Acceptance by Architect: << Date of Acceptance >>

Contract Date of Completion: << Contract Date of Completion >>

Number of Days **Overrun**: << Number of Days >>

Liquidated Damages Per Day Stipulated in Contract: **\$500.00**

Value of Punch List (Itemized List Attached): << Value >>

Was Part of the Project Occupied Prior To Acceptance: << Yes / No >>

Portion Occupied: << Portion Occupied if Applicable >>

Accepted: \_\_\_\_\_  
Champeaux Evans Hotard + RHH Architects, AJV

For Use By Owner:

I concur in the Acceptance of this project: \_\_\_\_\_  
Calcasieu Parish School Board





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

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

Name of Contractor		
Address		
City	State	ZIP

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

Construction Project	Contract Number
----------------------	-----------------

This designation and acceptance of agency is effective for the period

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

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

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

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

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

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

**HURRICANE LAURA BUILDING AND SITE REPAIRS – CPSB  
KAUFMAN ELEMENTARY CLASSROOM REPAIRS**

**SECTION 01 31 00 - PROJECT MANAGEMENT**

**PART 1 - GENERAL**

**1.1 SUMMARY**

A. This Section includes administrative provisions for coordinating construction operations on

Project including, but not limited to, the following:

1. Coordination
2. Project meetings
4. Construction Schedule
5. Construction Reports
6. Submittals
7. Record Documents
8. Postings

**1.2 COORDINATION**

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.

## HURRICANE LAURA BUILDING AND SITE REPAIRS – CPSB KAUFMAN ELEMENTARY CLASSROOM REPAIRS

4. Delivery and processing of submittals.
5. Progress meetings.
6. Pre-Construction and Pre-Installation conferences.
7. Project closeout activities

### 1.3 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Architect will record and distribute meeting minutes.
- B. Pre-Construction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect. Hold the conference at Project site.
  1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Prepared by Contractor.

Items of discussion will include items of significance that could affect progress, including, but not limited to the following:

- a. Tentative construction schedule.
- b. Phasing.
- c. Critical work sequencing and long-lead items.
- d. Designation of key personnel and their duties.
- e. Procedures for processing field decisions and Change Orders.
- f. Procedures for requests for information. (RFIs).
- g. Procedures for testing and inspecting.
- h. Procedures for processing Applications for Payment.
- i. Submittal procedures.
- j. Work restrictions.
- k. Owner's occupancy requirements.
- l. Responsibility for temporary facilities and controls.
- m. Parking availability.
- n. Office, work, and storage areas.
- o. Equipment deliveries and priorities.
- p. Security.

## HURRICANE LAURA BUILDING AND SITE REPAIRS – CPSB KAUFMAN ELEMENTARY CLASSROOM REPAIRS

3. Minutes: Architect will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at weekly intervals on a day and time to be determined, unless otherwise scheduled by the Architect. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Construction Schedule
    - b. Interface requirements.
    - c. Sequence of operations.
    - d. Status of submittals.
    - e. Deliveries.
    - f. Off-site fabrication.
    - g. Access.
    - h. Site utilization.
    - i. Temporary facilities and controls.
    - j. Work hours.
    - k. Hazards and risks.
    - l. Progress cleaning.
    - m. Quality and work standards.
    - n. Status of correction of deficient items.
    - o. Field observations.
    - p. Requests for interpretations (RFIs).
    - q. Status of proposal requests.
    - r. Pending changes.
    - s. Status of Change Orders.
    - t. Pending claims and disputes.
    - u. Documentation of information for payment requests.
  3. Minutes: Architect will be responsible for recording and distributing the meeting minutes.
  4. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

### 1.4 CONSTRUCTION SCHEDULE

## **HURRICANE LAURA BUILDING AND SITE REPAIRS – CPSB KAUFMAN ELEMENTARY CLASSROOM REPAIRS**

1. **Schedule:** Prepare a construction schedule prior to commencing work with a list of activities required to complete the work and estimated time durations of each activity and their relationship to other activities. Schedules shall consider preparation, submittals, approvals, fabrication, delivery and installation.
2. **Schedule Updating:** Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule monthly with pay application.

### **1.5 CONSTRUCTION REPORTS**

- A. **Daily Construction Reports:** Prepare a daily construction report recording the following information concerning events at Project site:
  1. List of subcontractors at Project site.
  2. Equipment at Project site.
  3. Material deliveries.
  4. High and low temperatures and general weather conditions.
  5. Accidents.
  6. Stoppages, delays, shortages, and losses.
  7. Meter readings and similar recordings.
  8. Orders and requests of authorities having jurisdiction.
  9. Services connected and disconnected.
  10. Equipment or system tests and startups.

### **1.6 SUBMITTAL PROCEDURES**

- A. **Coordination:** Coordinate preparation and processing of submittals with performance of construction activities.
- B. **Processing Time:** Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.
  1. **Initial Review:** Allow no less than 14 days for initial review of each submittal. The Contractor shall allow additional time if coordination with subsequent submittals is required. Architect will advise the Contractor when a submittal being processed must be delayed for coordination.
  2. **Re-submittal Review:** Allow no less than 14 days for review of each re-submittal.
- C. **Method:** All submittals shall be submitted on CONSTRUCTION MANAGEMENT SOFTWARE that can be accessed online.

**HURRICANE LAURA BUILDING AND SITE REPAIRS – CPSB  
KAUFMAN ELEMENTARY CLASSROOM REPAIRS**

1.7 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work, as changes are made to:
  - 1. Drawings.
  - 2. Specifications.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Give particular attention to information on concealed products and installations that would be difficult to identify or measure and record later.
- F. Mark record sets in red erasable colored pencil.

1.4 POSTINGS

Refer to Federal, State, and Local requirements for additional information and/or posters that may be required to be posted.

**END OF SECTION 01 31 00**

**HURRICANE LAURA BUILDING AND SITE REPAIRS – CPSB  
KAUFMAN ELEMENTARY CLASSROOM REPAIRS**

**SECTION 01 77 00 – PROJECT 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. Completion.
  - 2. Warranties.
  - 3. Close-Out Documents
  - 4. Final cleaning.

**1.2 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Upon requesting inspection for determining date of Substantial Completion, update the owner and architect on the status of the following:
  - 1. Date of Punch List walk with the architect.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 8. Complete startup testing of systems.
  - 9. Submit test/adjust/balance records.
  - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 11. Advise Owner of changeover in utilities.
  - 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  - 13. Complete final cleaning requirements, including touchup painting.
  - 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion

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after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

### **1.3 FINAL COMPLETION**

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
  2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- 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. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

### **1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)**

- A. Preparation: Contractor and Architect shall produce a punch list together at a date mutually agreed to and prior to the issuance of substantial completion. It will 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.
- B. Documentation: Punch List shall be attached to the Certificate of Substantial Completion upon receipt.
- C. Value: Punch list shall value each item requiring attention and completion. Total value of punch list shall be withheld from the contractor until such time as the punch list is completed in full. The withheld value is in addition to the total retainage.
- D. Completion: Punch List Items must be complete within 45 days of the date of Substantial Completion.



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1.5 WARRANTIES

- A. Submittal Time: Submit all relevant written warranty samples for items to be incorporated into the project at the time of product review and approval. Submit final executed warranties of each product with final close-out documents.

1.6 CLOSE-OUT DOCUMENTS

- A. Submittal Time: Submit all documents utilized in construction of the project including construction documents, project manual, as-built documents, submittals, finish selections, meeting minutes, inspections reports, testing results, change orders, requests for change orders, warranties, operation manuals, maintenance manuals and any other documents related to the work or the products installed therein.
- B. Format: All documents shall be provided on a memory stick with individual folders indicating the contents of each folder and similar to items listed above.
- C. Quantity: One memory stick each shall be issued to the owner and the architect.

1.7

1.8 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

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- f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- g. Sweep concrete floors broom clean in unoccupied spaces.
- h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- j. Remove labels that are not permanent.
- k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
- l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- m. Replace parts subject to unusual operating conditions.
- n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- q. Leave Project clean and ready for occupancy.

**END OF SECTION 01 77 00**

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**SECTION 024119 - SELECTIVE DEMOLITION**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Section includes the following:
  - 1. Demolition and removal of selected portions of building(s), structure(s), paving, and/or other miscellaneous items.
  - 2. Demolition and removal of selected site elements.
  - 3. Salvage, storage, and protection of existing items to be reused, recycled, or turned over to the Owner.
- B. Coordinate with the Owner and Architect prior to commencement of demolition for items indicated to be removed by the Owner, and items to be removed by the Contactor and turned over to the Owner.

**1.2 DEFINITIONS**

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner, ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

**1.3 SUBMITTALS**

- A. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, interruption of utility services, use of elevator and stairs, and locations of temporary partitions and means of egress.
- B. Pre-demolition Documentation: The Contractor shall make Photographic and/or Video documentation indicating the existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by the Contractor's selective demolition operations.

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- C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
  - 1. Comply with submittal requirements in Division 1 Section "Construction Waste Management."

1.4 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Pre-demolition Conference: Conduct conference including the Owner, Architect, Contractor, and applicable Subcontractors at the Project site, prior to commencement of any selective demolition operations.

1.5 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical. Allow owner time to remove any and all items to be salvaged.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. Any known Hazardous materials will be removed by the Owner prior to the start of Work, or will be removed by the Owner under a separate Contract.
  - 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner in writing.
  - 3. The Owner will employ an independent testing lab to determine the composition of any suspected hazardous materials.

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4. If the suspected materials are deemed to be hazardous, the Owner will remove such materials under a separate Contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Services: Locate, maintain, and protect existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  1. Contact Louisiana OneCall at 811, for location of underground utilities, prior to performing and excavation or demolition activities.
  2. Maintain fire-protection, water, sewer, climate control, and electrical facilities in service during selective demolition operations.
  3. Existing utilities which must be removed to accommodate selective demolition operations shall be terminated, prior to start of selective demolition operations. Upon completion of selective demolition operations, utilities shall be reconnected, properly tested, inspected by the Authorities Having Jurisdiction, and services restored.
  4. Any utility shut-downs must be coordinated with, scheduled, and approved by the Owner, prior to commencing.
  5. Schedule and coordinate work phases, so as to maintain climate control at the building, in order to protect and prevent damage to interior finishes.
  6. Schedule and coordinate work phases, so as to maintain weathertightness of the at the building, in order to protect and prevent damage to interior finishes.
  7. The Contractor shall be solely responsible for repairs and/or damage to building interior finishes, including mold remediation if required, that may occur as a result of the Contractor's failure to maintain weathertightness of the existing building(s).

**1.6 WARRANTY**

- A. The Contractor shall, at his own expense, remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.
- B. Any items or materials scheduled to remain which are damaged during the course of selective demolition operations are to be repaired or replaced by the Contractor at no additional expense to the Owner.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated structural elements, mechanical, electrical, low-voltage controls, data/comm, special systems, or other items or systems that conflict with the scheduled demolition or the intended function or design are encountered, do not disturb. Investigate and measure the nature and extent of conflict, and immediately notify Architect in writing.
- D. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- E. Document any utilities encountered on the Project As-Built drawings.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Arrange to shut off indicated utilities with utility companies.
  - 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

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### **3.3 PREPARATION**

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

### **3.4 SELECTIVE DEMOLITION**

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
  - 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 5. Dispose of demolished items and materials promptly. Comply with requirements in Division 1 Section "Construction Waste Management."
- B. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.
- C. Removed and Salvaged Items:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.

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3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area as indicated on the Drawings or otherwise designated by Owner.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill, based on the type and nature of the items to be disposed.
- B. Burning: Do not burn demolished materials on site.
- C. Burying: Do not bury demolished materials on site.
- D. Disposal: Haul demolished materials off of Owner's property, and dispose of in accordance with all applicable Federal, State, and Local regulations.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

**END OF SECTION 024119**



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**SECTION 06 40 20 - INTERIOR ARCHITECTURAL WOODWORK & COUNTER TOPS**

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes interior woodwork including for the following applications:
  - 1. Standing and running trim.
  - 2. Plastic Laminate Clad cabinets.
  - 3. Plastic Laminate Clad countertops.
- B. Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips, unless concealed within other construction before woodwork installation.

1.2 SUBMITTALS

- A. Samples: Provide actual samples indicating the manufacturer's full range of product and/or color selections for the following:
  - 1. Trim profiles for selection.
  - 2. Cabinet hardware and accessories.
  - 3. Laminate color selection.
- B. Shop Drawings: Include location of each item, plans and elevations, large-scale details, attachment devices, and other components.

1.3 QUALITY ASSURANCE

- A. Quality Standard: Unless otherwise indicated, comply with AWI's "Architectural Woodwork Quality Standards" for grades of interior architectural woodwork, construction, finishes, and other requirements. Plastic laminate clad casework shall be required to obtain AWI Certification with Labels – Custom Grade. (Addendum No.2, #17)

1.4 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels planned for building occupants during the remainder of the construction period.

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**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Wood for Opaque Finish: Baseboard and miscellaneous trim.
  - 1. Type: Pre-primed Pine
  - 2. Size: 1x4, 1x6 and 1x8 – as noted on drawings.
  - 3. Finish: To be painted.
  
- B. Plastic Laminate Clad Casework - Unless noted otherwise, provide cabinet cases with flush overlay doors constructed of one layer of 3/4" plywood or MDF (no particle board allowed) (Addendum No.2, #16), with plastic laminate cladding at the exterior face(s), and any exposed interior (open) surfaces. Interior face of cabinets with doors and drawers shall have high pressure melamine interiors (selection from White, Almond, Gray, or Black). Shelves shall be minimum 1" thick material. Cabinet front edges covered by doors or drawers shall have 1mm edge banding. All other cabinet case edges, door edges, and drawer edges shall have 3mm PVC edge banding. 3mm edge banding shall match the laminated color selected. Laminate color selection shall be from the manufacturer's standard color offerings. Provide locks for all cabinets. Provide sound dampening rubber jelly buttons for silencing at all cabinet doors. Provide screw plugs at all visible screws to color match the cabinet.
  
- C. Plastic Laminate Clad Plywood Tops - Unless noted otherwise, provide counter tops constructed of one layer of 1-1/2" plywood, with plastic laminate cladding and 3mm PVC edge banding. 3mm edge banding shall match the laminate color selected. Laminate selection shall be from the manufacturer's standard color offerings.
  
- D. Plastic Laminate Clad Plywood Backsplash and Endsplash - Unless noted otherwise, provide backsplash and endsplash constructed of one layer of 3/4" plywood, with plastic laminate cladding and 3mm PVC edge banding. 3mm edge banding shall match the laminated color selected. Laminate selection shall be from the manufacturer's standard color offerings.

**2.2 CABINET HARDWARE AND ACCESSORIES**

- A. General: Provide cabinet hardware and accessory materials for a complete installation of architectural woodwork.
  
- B. Frameless Concealed Hinges (European Type): 105° swing, mortised into stile and rail doors.
  - 1. Overlay dimension as required for the cabinet location and layout.
  
- C. Pulls: Provide 4" x 1/4" diameter wire pulls at all cabinet doors and drawers. Color to be selected by Architect, based on cabinet color.

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- D. Catches: Magnetic. Provide locks for all cabinets.
- E. Adjustable Shelf Standards and Supports:
  - 1. Unless specifically noted otherwise, all shelves will be adjustable.
  - 2. Drill holes uniformly spaced at 1" at cabinet body sides to accommodate
  - 3. Provide steel offset shelf pins with ¼" shank. Color to be selected by Architect to match cabinet color.
- F. Drawer Slides: Side-mounted, full extension, self-closing, zinc-plated steel drawer slides with steel ball bearings.
  - 1. Box Drawer Slides: 100 lbf.
  - 2. File Drawer Slides: 200 lbf.
  - 3. Pencil Drawer Slides: 45 lbf.
- G. Exposed Hardware Finishes: Complying with BHMA A156.18
  - 1. Provide finishes as specified above in Part 2.2.C.

### **2.3 FABRICATION**

- A. General: Complete fabrication to maximum extent possible before shipment to Project site. Where necessary for fitting at site, provide allowance for scribing, trimming, and fitting.
  - 1. Interior Woodwork Grade: Premium, complying with the referenced quality standard.
  - 2. Shop cut openings to maximum extent possible. Sand edges of cutouts to remove splinters and burrs.
  - 3. Seal edges of openings in countertops with a coat of varnish.
  - 4. For trim items wider than available lumber, use veneered construction. Do not glue for width (except at raised door panels).
  - 5. Back-out or groove backs of flat trim members and kerf backs of other wide, flat members, except for members with ends exposed in finished work.
  - 6. Assemble casings in plant except where limitations of access to place of installation require field assembly.
  - 7. Cabinet bases are to be built of 2x dimensional lumber (no plywood or particle board).
  - 8. Toe-kicks are to be clad to match cabinet body and provided with matching base shoe.
- B. Plastic Laminate Clad Cabinets:
  - 1. AWI Type of Cabinet Construction: Face frame cabinets with overlay doors.
  - 2. Reveal Dimension: 1/4 inch.
  - 3. Material for Exposed Surfaces: Plastic Laminate Cladding, shop applied to particle board core.
  - 4. Material for semi-exposed Surfaces: Melamine cladding, factory applied to particle board core.
  - 5. Shelves are to be 1" thick particle board with plastic laminate cladding.
  - 6. Door Style: Flush

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7. Drawer fronts are to be ¾" particle board with plastic laminate cladding, to match cabinet body.
8. Edge banding: provide 3mm edge banding at all edges of all doors and drawer fronts and bodies.

C. Plastic Laminate Clad Counter Tops:

1. Material: Two (2) layers of ¾" plywood, with plastic laminate cladding.
2. Edge Detail: 3mm edge banding, color-matched to laminate color.
3. Backsplash/Endsplash: One (1) layer of plywood, ¾" thick x 3½" high (or as indicated on the drawings), with plastic laminate cladding, to match counter tops.
4. Sealant: Caulk all joints at counter tops and backsplash/endsplash with color-match sealants (at all top-to-wall, top-to-backsplash, and backsplash-to-wall joints).

2.4 INTERIOR STANDING AND RUNNING TRIM FOR OPAQUE FINISH

- A. Quality Standard: Comply with AWI Section 300.
- B. Grade: Premium.
- C. Wood Species: Pre-primed pine.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Condition woodwork for a minimum of 72 hours to average prevailing humidity conditions in installation areas and examine and complete work as required, including removal of packing and back-priming before installation.
- B. Quality Standard: Install woodwork to comply with AWI Section 1700 for the same grade specified in this Section for type of woodwork involved.
- C. Install woodwork level, plumb, true, and straight to a tolerance of 1/8 inch in 96 inches. Shim as required with concealed shims.
- D. Scribe and cut woodwork to fit adjoining work, and refinish cut surfaces and repair damaged finish at cuts.
- E. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing as required for complete installation. Use fine finishing nails for exposed fastening, countersunk and filled flush with woodwork and matching final finish if transparent finish is indicated.

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- F. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible. Fill gaps, if any, between top of base and wall with plastic wood filler, sand smooth, and finish same as wood base, if finished. All end joints, splice joints, and inside/outside miter joints are to be glued and nailed.
- G. Cabinets: Install without distortion so doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation.
  - 1. Fasten wall cabinets through back, near top and bottom, at ends and not more than 16 inches o.c. There shall be no exposed fasteners upon completion. Cap all screws.
- H. Countertops: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop. Caulk space between backsplash and wall with sealant specified in Division 7 Section "Joint Sealants."
- I. Provide and install ¾" CDX plywood deck, continuous below all stone tops and cultured marble/cultured granite tops.
- J. Caulking:
  - 1. Caulk all joints at countertop-to-wall, countertop-to-backsplash/endsplash, and backsplash/endsplash-to-wall with color-matched caulking, at both wet and dry counter tops.
  - 2. Caulk joints at painted or laminate-clad cabinets to wall with color-matched caulking.

**END OF SECTION 06 40 20**

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**SECTION 07 42 93 – METAL SOFFIT PANELS**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Flush-profile, concealed fastener, lap-seam metal soffit panels, with related metal trim and accessories.

1.2 REFERENCES

- A. American Architectural Manufacturer's Association (AAMA): [www.aamanet.org](http://www.aamanet.org):
  - 1. AAMA 621 - Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) & Zinc-Aluminum Coated Steel Substrates.
- B. American Society of Civil Engineers (ASCE): [www.asce.org/codes-standards](http://www.asce.org/codes-standards):
  - 1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
- C. ASTM International (ASTM): [www.astm.org](http://www.astm.org):
  - 1. ASTM A755 - Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
  - 2. ASTM D4214 - Test Methods for Evaluating Degree of Chalking of Exterior Paint Films.

1.3 QUALITY ASSURANCE

- A. Manufacturer/Source: Provide metal panel assemblies and accessories from a single manufacturer accredited under IAS AC472, Part B.
- B. Installer Qualifications: Experienced Installer with minimum of five years experience with successfully completed projects of a similar nature and scope.
  - 1. Installer's Field Supervisor: Experienced mechanic supervising work on site whenever work is underway.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Prior to erection of framing, conduct preinstallation meeting at site attended by Owner, Architect, metal panel installer, metal panel manufacturer's technical representative, inspection agency and related trade contractors.
  - 1. Coordinate building framing in relation to metal panel system.
  - 2. Coordinate openings and penetrations of metal panel system.

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3. Coordinate work of Division 07 Sections "Roof Specialties" and "Roof Accessories" and openings and penetrations and manufacturer's accessories with installation of metal panels.

### 1.5 ACTION SUBMITTALS

- A. Product Data: Manufacturer's data sheets for specified products. Include data indicating compliance with performance requirements.
- B. Samples for Verification: Provide **12-inch** long section of each metal panel profile. Provide color chip verifying color selection.

### 1.6 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: Indicating compliance of products with requirements.
- B. Manufacturer's warranty: Unexecuted sample copy of manufacturer's warranty.

### 1.7 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Manufacturer's Warranty: Executed copy of manufacturer's warranty.

### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Protect products of metal panel system during shipping, handling, and storage to prevent staining, denting, deterioration of components or other damage. Protect panels and trim bundles during shipping.
  1. Deliver, unload, store, and erect metal panels and accessory items without misshaping panels or exposing panels to surface damage from weather or construction operations.
  2. Store in accordance with Manufacturer's written instruction. Provide wood collars for stacking and handling in the field.
  3. Shield foam insulated metal panels from direct sunlight until installation.

### 1.9 WARRANTY

- A. Special Manufacturer's Warranty: On manufacturer's standard form, in which manufacturer agrees to repair or replace metal panel assemblies that fail in materials and workmanship within one year from date of Substantial Completion.
- B. Special Panel Finish Warranty: On Manufacturer's standard form, in which Manufacturer agrees to repair or replace metal panels that evidence deterioration of factory-applied finish within the warranty period, as follows:
  1. Fluoropolymer Two-Coat System:
    - a. Basis of Design System: MBCI, Signature 300.
    - b. Color fading in excess of 5 Hunter units per ASTM D2244.

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- c. Chalking in excess of No. 8 rating per ASTM D4214.
- d. Failure of adhesion, peeling, checking, or cracking.
- e. Warranty Period: 40 years from date of Substantial Completion.

**PART 2 - PRODUCTS**

**2.1 MANUFACTURER**

- A. Basis of Design Manufacturer: Berridge
  - 1. Provide basis of design product, or comparable product [approved by Architect prior to bid].

**2.2 PERFORMANCE REQUIREMENTS**

- A. General: Provide metal panel system meeting performance requirements as determined by application of specified tests by a qualified testing facility on manufacturer's standard assemblies.
- B. Structural Performance: Provide metal panel assemblies capable of withstanding the effects of indicated loads and stresses within limits and under conditions indicated, as determined by ASTM E1592:
  - 1. Wind Loads: 140mph.
    - a. Wind Negative Pressure: Certify capacity of metal panels by actual testing of proposed assembly.
  - 2. Deflection Limits: Withstand inward and outward wind-load design pressures in accordance with applicable building code with maximum deflection of 1/120 of the span with no evidence of failure.
- C. Thermal Movements: Allow for thermal movements from variations in both ambient and internal temperatures. Accommodate movement of support structure caused by thermal expansion and contraction. Allow for deflection and design for thermal stresses caused by temperature differences from one side of the panel to the other.

**2.3 FORMED METAL SOFFIT PANELS**

- A. Flush-Profile, Concealed Fastener Metal Soffit Panels: Metal panels consisting of formed metal sheet with vertical panel edges, with flush joints between panels, field assembled with nested lapped edges, and attached to supports using concealed fasteners.
  - 1. Basis of Design: Berridge RS-11-5
  - 2. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A792/A792M, structural quality, Grade 50, prepainted by the coil-coating process per ASTM A755/A755M.
    - a. Nominal Thickness: 24 gage coated thickness, with smooth surface.
      - 1) Exterior Finish: Fluoropolymer two-coat system.



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2) Color: As selected by Architect from manufacturer's standard colors.

3. Panel Width: 12 inches.
4. Panel Thickness: 1 1/2 inch.

2.4 MISCELLANEOUS MATERIALS

- A. General: Provide complete metal panel assemblies incorporating trim, fasciae, and miscellaneous flashings. Provide required fasteners, closure strips, and sealants as indicated in manufacturer's written instructions.
- B. Flashing and Trim: Match material, thickness, and finish of metal panels.
- C. Fasteners: Self-tapping screws and other acceptable fasteners recommended by metal panel manufacturer. Where exposed fasteners cannot be avoided, supply corrosion-resistant fasteners with heads matching color of metal panels by means of factory-applied coating, with weathertight resilient washers.

2.5 FABRICATION

- A. General: Provide factory fabricated and finished metal panels, trim, and accessories meeting performance requirements, indicated profiles, and structural requirements.
- B. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's written instructions, approved shop drawings, and project drawings.

2.6 FINISHES

- A. Finishes, General: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
- B. Fluoropolymer Two-Coat System: 0.2 – 0.3 mil primer with 0.7 - 0.8 mil 70 percent PVDF fluoropolymer color coat, AAMA 621, meeting solar reflectance index requirements.
  1. Basis of Design: MBCI, Signature 300.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine metal panel system substrate with Installer present. Inspect for erection tolerances and other conditions that would adversely affect installation of metal panels.
  1. Inspect framing that will support insulated metal panels to determine if support components are installed as indicated on approved shop drawings and are within tolerances acceptable to metal panel manufacturer and installer. Confirm presence of acceptable framing members at recommended spacing to match installation requirements of metal panels.

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- B. Correct out-of-tolerance work and other deficient conditions prior to proceeding with insulated metal panel installation.

**3.2 METAL PANEL INSTALLATION**

- A. Concealed-Fastener Formed Metal Soffit Panels: Install metal panel system in accordance with manufacturer's written instructions, approved shop drawings, project drawings, and referenced publications. Install metal panels in orientation, sizes, and locations indicated. Anchor panels and other components securely in place. Provide for thermal and structural movement.
- B. Fasten metal panels to supports with fasteners at each location indicated on approved shop drawings, at spacing and with fasteners recommended by manufacturer. Fasten panel to support structure through leading panel flange. Fit back flange of subsequent panel into secured flange of previous panel.
  - 1. Cut panels in field where required using manufacturer's recommended methods.
  - 2. Dissimilar Materials: Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by metal panel manufacturer.
- C. Attach panel flashing trim pieces to supports using recommended fasteners.

**3.3 ACCESSORY INSTALLATION**

- A. General: Install metal panel accessories with positive anchorage to building and weather tight mounting; provide for thermal expansion. Coordinate installation with flashings and other components.
  - 1. Install components required for a complete metal panel assembly, including trim, flashings, sealants, closure strips, and similar items.
  - 2. Comply with details of assemblies utilized to establish compliance with performance requirements and manufacturer's written installation instructions.
  - 3. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently weather resistant.

**3.4 CLEANING AND PROTECTION**

- A. Clean finished surfaces as recommended by metal panel manufacturer.
- B. Replace damaged panels and accessories that cannot be repaired to the satisfaction of the Architect.

**END OF SECTION 07 42 93**

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**SECTION 07 62 00 – SHEET METAL FLASHING AND TRIM**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Section includes the following:
  - 1. Formed roof drainage system (gutters and downspouts).
  - 2. Trim at soffits and eaves.

**1.2 SUBMITTALS**

- A. Product Data: For each product indicated.
- B. Samples: For each type of sheet metal flashing and trim.

**1.3 QUALITY ASSURANCE**

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.

**PART 2 - PRODUCTS**

**2.1 SHEET METALS**

- A. Prepainted, Metallic-Coated Steel Sheet: Steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
  - 1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation; structural quality.
  - 2. Exposed Finishes: Apply the following coil coating:
    - a. High-Performance Organic Finish: Two or Three -coat thermocured system containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with physical properties and coating performance requirements of AAMA 2604, except as modified for below:
      - 1) Humidity and Salt Spray Resistance: 1000 hours.
      - 2) Color: As selected by Architect from manufacturer's full range.
      - 3) Kynar Finish

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### 2.2 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
  - 1. Exposed Fasteners: Heads matching color of sheet metal by means of plastic caps or factory-applied coating.
  - 2. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed, with hex washer head.
  - 3. Blind Fasteners: High-strength aluminum or stainless-steel rivets.
- C. Sealing Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.
- D. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, heavy bodied for hooked-type expansion joints with limited movement.
- E. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound.

### 2.3 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.
- B. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
  - 1. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- C. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- D. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
- E. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.

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- F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal, and in thickness not less than that of metal being secured.

**2.4 ROOF DRAINAGE SHEET METAL FABRICATIONS**

- A. Hanging Gutters: Fabricate to cross section indicated, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch long sections. Furnish flat-stock gutter spacers and gutter brackets fabricated from same metal as gutters, of size recommended by SMACNA but not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, gutter bead reinforcing bars, and gutter accessories from same metal as gutters.
  - 1. Fabricate from the following material:
    - a. Prepainted, Metallic-Coated Steel: 24 gauge.
- B. Downspouts: Fabricate rectangular downspouts complete with mitered elbows. Furnish with metal hangers, from same material as downspouts, and anchors.
  - 1. Manufactured Hanger Style: Provide options to be selected by architect.
  - 2. Fabricate downspouts from the following material:
    - a. Prepainted, Metallic-Coated Steel: 24 gauge.

**2.5 SOFFIT SHEET METAL FABRICATIONS**

- A. Eave, Fascia, Soffit Trim: Fabricate from the following material:
  - 1. Prepainted, Metallic-Coated Steel: 24 gauge.

**PART 3 - EXECUTION**

**3.1 INSTALLATION, GENERAL**

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.
- C. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
- D. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and [elastomeric] [butyl] sealant.

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- E. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  - 1. Space cleats not more than 12 inches (300 mm) apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
- F. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with [elastomeric] [butyl] sealant concealed within joints.
- G. Fasteners: Use fasteners of sizes that will penetrate substrate not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws.
  - 1. Galvanized or Prepainted, Metallic-Coated Steel: Use stainless-steel fasteners.
  - 2. Aluminum: Use aluminum or stainless-steel fasteners.
  - 3. Copper: Use copper or stainless-steel fasteners.
  - 4. Stainless Steel: Use stainless-steel fasteners.
- H. Seal joints with elastomeric or butyl sealant as required for watertight construction.
- I. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm) except where pretinned surface would show in finished Work.
  - 1. Do not solder prepainted, metallic-coated steel sheet.

**3.2 ROOF DRAINAGE SYSTEM INSTALLATION**

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
- B. Hanging Gutters: Join sections with riveted and soldered joints or with lapped joints sealed with elastomeric or butyl sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchored gutter brackets or straps spaced not more than 36 inches (900 mm) apart. Provide end closures and seal watertight with sealant. Slope to downspouts.
  - 1. Install gutter with expansion joints at locations indicated but not exceeding 50 feet (15.24 m) apart. Install expansion joint caps.
- C. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1500 mm) o.c. in between.

**END OF SECTION 07 62 00**

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**SECTION 092600 - GYPSUM BOARD ASSEMBLIES**

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
  - 1. Interior gypsum wallboard.

1.2 SUBMITTALS

- A. Product Data: For each product indicated.

1.3 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: For gypsum board assemblies with fire-resistance ratings, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Gypsum Board Panel Products.
  - 1. US Gypsum
  - 2. Georgia Pacific
  - 3. National Gypsum Company

2.2 GYPSUM PANEL PRODUCTS

- A. Panel Size, General: Provide in maximum lengths and widths available that will minimize joints in each area and correspond with support system indicated.
- B. Gypsum Wallboard: ASTM C 36.
  - 1. Regular Type: In thickness indicated and with long edges tapered.
    - a) 5/8" at all walls.
    - b) 5/8" at ceilings.

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**2.3 TRIM ACCESSORIES**

- A. Interior Trim: ASTM C 1047.
  - 1. Cornerbead: Use at outside corners.
  - 2. Expansion (Control) Joint: Use at intervals indicated on drawings.

**2.4 JOINT TREATMENT MATERIALS**

- A. General: Comply with ASTM C 475.
- B. Joint Tape:
  - 1. Interior Gypsum Wallboard: Paper.
- C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
  - 1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
  - 2. Embedding and First Coat: For embedding tape and first coat on joints, flanges of trim accessories, and fasteners, use setting-type taping compound.
  - 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
  - 4. Finish Coat: For third coat, use setting-type, sandable topping compound.
  - 5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound.

**2.5 AUXILIARY MATERIALS**

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Acoustical Sealant for Exposed and Concealed Joints: Nonsag, paintable, nonstaining, latex sealant complying with ASTM C 834 that effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
  - 1. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

**PART 3 - EXECUTION**

**3.1 PANEL PRODUCT INSTALLATION**

- A. Gypsum Board: Comply with ASTM C 840 and GA-216.



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1. Space screws a maximum of 12 inches o.c. for vertical applications.
2. Space fasteners in panels that are tile substrates a maximum of 8 inches o.c.
3. On ceilings, apply gypsum panels before wall/partition board application to the greatest extent possible and at right angles to framing, unless otherwise indicated.
4. On partitions/walls, apply gypsum panels vertically (parallel to framing), unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
  - a. Stagger abutting end joints not less than one framing member in alternate courses of board.
  - b. At stairwells and other high walls, install panels horizontally, unless otherwise indicated or required by fire-resistance-rated assembly.
5. Single-Layer Fastening Methods: Apply gypsum panels to supports with steel drill screws.
6. Multilayer Fastening Methods: Fasten base layers and face layers separately to supports with screws.
7. Laminating to Substrate: Comply with gypsum board manufacturer's written recommendations and temporarily brace or fasten gypsum panels until fastening adhesive has set.

**3.2 FINISHING**

- A. Installing Trim Accessories: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Finishing Gypsum Board Panels: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration.
  1. Prefill open joints and damaged surface areas.
  2. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
  3. Glass-Mat Gypsum Sheathing Board: Finish according to manufacturer's written instructions for use as exposed soffit board.
  4. Glass-Mat, Water-Resistant Backing Panels: Finish according to manufacturer's written instructions.
- C. Gypsum Board Finish Levels: Finish panels to levels indicated below, according to ASTM C 840, for locations indicated:
  1. Level 5: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges, and apply skim coat of joint compound over entire surface.

**END OF SECTION 092600**

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**SECTION 09 51 20 - ACOUSTICAL TILE CEILINGS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Section includes acoustical tiles and concealed suspension systems for ceilings.

**1.2 SUBMITTALS**

- A. Product Data: For each product indicated.
- B. Samples: For each acoustical tile, for each concealed suspension system member.

**1.3 EXTRA MATERIALS**

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Acoustical Ceiling Units: Provide full-size units in unbroken/unopened cartons, equal to a minimum of 5.0 percent of total quantity installed, but in no case, less than 20 cartons (4 per building).

**PART 2 - PRODUCTS**

**2.1 MANUFACTURERS**

- A. Acceptable Manufacturers for Acoustical Ceiling Tile:

- 1. Armstrong
- 2. Approved Equal

- B. Acceptable Manufacturers for Acoustical Ceiling Grid:

- 1. Armstrong
- 2. Approved Equal

**2.2 GENERAL**

- A. Acoustical Tile Standard: Comply with ASTM E 1264.
- B. Metal Suspension System Standard: Comply with ASTM C 635.

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- C. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated.
- D. Wire Hangers, Braces, and Ties: Zinc-coated carbon-steel wire; ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
- E. Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that fit acoustical tile edge details and suspension systems indicated; formed from sheet metal of same material and finish as that used for exposed flanges of suspension system runners.

**2.3 ACOUSTICAL TILES**

- A. Main Ceiling Tile (MATCH EXISTING SIZE) where indicated on drawings.
  - 1. School Board approved Tiles are:
    - a. Armstrong - #1728A 2x2
    - b. Armstrong - #1729A 2x4

**2.4 METAL SUSPENSION SYSTEM**

- A. Products:
  - 1. Armstrong – Prelude XL 15/16" Color: White
  - 2. Approved Equal

**PART 3 - EXECUTION**

**3.1 INSTALLATION**

- A. General: Install acoustical tile ceilings to comply with ASTM C 636 and seismic requirements indicated, per manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- B. Measure each ceiling area and establish layout of acoustical tiles to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width tiles at borders.
- C. Suspend ceiling hangers from building's structural members, plumb and free from contact with insulation or other objects within ceiling plenum. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers, use trapezes or equivalent devices.
  - 1. Do not support ceilings directly from permanent metal forms or floor deck; anchor into concrete slabs.
  - 2. Do not attach hangers to steel deck tabs.

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- D. Install edge moldings and trim at perimeter of acoustical tile ceiling area and where necessary to conceal edges of acoustical units. Screw attach moldings to substrate with concealed fasteners at intervals not more than 16 inches o.c. and not more than 3 inches from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet. Miter corners accurately and connect securely.
- E. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- F. Install acoustical tiles in coordination with suspension system and exposed moldings and trim. Place splines or suspension system flanges into kerfed edges so tile-to-tile joints are closed by double lap of material. Fit adjoining tile to form flush, tight joints. Scribe and cut tile for accurate fit at borders and around penetrations through tile. Hold tile field in compression by inserting leaf-type, spring-steel spacers between tile and moldings, spaced 12 inches o.c.

**END OF SECTION 09 51 20**

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**SECTION 09 65 10 – VINYL & RUBBER FLOORING PRODUCTS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

A. This Section includes the following, as is applicable to the project:

1. Vinyl Composition Tile (VCT).
2. Standard Rubber Base (RB)

**1.2 SUBMITTALS**

- A. Product Data: For each product indicated.
- B. Samples: Units of each color and pattern of resilient floor tile offered.

**1.3 PROJECT CONDITIONS**

- A. Maintain temperatures within range recommended by manufacturer.
- B. Environmental Limitations: Do not install flooring until wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- C. Close spaces to traffic during floor covering installation.
- D. Close spaces to traffic for 48 hours after floor covering installation.

**PART 2 - PRODUCTS**

**2.1 VINYL COMPOSITION TILE**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Armstrong
  2. Approved Equal
- B. Color: to be selected by architect from manufacturers standard color product line.
1. School Board approved colors are Armstrong: Pewter, Warm Grey, and Sterling
- C. Size: 12"x12"

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2.2 STANDARD RUBBER BASE

- A. Thermoplastic rubber wall base with standard cove profile.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Roppe
  - 2. Approved Equal
- C. Color: to be selected by architect from manufacturer's standard product line.
  - 1. School Board approved colors are Roppe: Black, Night Mist, and Pewter.
- D. Size: 4" or 6" high, as scheduled.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prepare substrates according to manufacturer's written recommendations to ensure adhesion of resilient products.
- B. Level and patch flooring surfaces as required and with appropriate material / substance for professional installation.

3.2 INSTALLATION

- A. HVAC units shall be running, and the building shall be climatized, prior to installation of products included in this Section.
- B. Prior to installation of vinyl flooring products, the Owner shall engage a 3<sup>rd</sup> Party Construction Materials Testing Agency to perform Calcium Chloride Moisture tests, to verify that the moisture in the slab is at or below the manufacturer's recommended limit(s) for installation.
  - 1. Allow adequate time for the HVAC system(s) to provide drying of materials within the building, prior to scheduling or performing Calcium Chloride Tests, however, in no case shall Calcium Chloride Tests be performed within 10 days of starting 100% of the HVAC units within the building.
  - 2. Calcium Chloride Moisture Tests shall be performed at a rate of not less than (1) test per 2,000 square feet, however, in no case, shall less than (3) tests be made, per building.
  - 3. Notify the Architect and Owner if moisture tests reflect levels higher than recommended by the flooring material manufacturer.

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- C. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
- D. Scribe, cut, and fit tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, edgings, door frames, thresholds, and nosings.
- E. Adhere tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
- F. Perform the following operations immediately after completing resilient product installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.
  - 2. Sweep and vacuum surfaces thoroughly.
  - 3. Damp-mop surfaces to remove marks and soil.
- G. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended in writing by manufacturer.
- H. Allow materials to reach ambient temperature prior to installation.
- I. Verify conditions of substrate are suitable for installation per manufacturer's requirements.
- J. Final installation shall be cleaned, waxed and buffed per manufacturer's recommendations, prior to occupancy.
- K. Install (2) coats of wax and/or sealer, immediately prior to Owner's Acceptance of the building.
- L. Verify acceptability of wax and/or sealer manufacturer & product with the Owner, prior to installation.

**END OF SECTION 09 65 10**

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**SECTION 09 90 00 - PAINTING**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. The extent of painting work is shown on drawings and schedules, and as herein specified.
- B. The work includes painting and finishing of interior and exterior exposed items and surfaces throughout project, except as otherwise indicated.
  - 1. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of work.
- C. The work includes field painting of exposed bare and covered pipes and ducts (including color coding), and of hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under mechanical and electrical work, except as otherwise indicated.
- D. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime intermediate or finish coats.
- E. Paint exposed surfaces whether or not colors are designated in "schedules", except where natural finish of material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint same as adjacent similar materials or areas. If color or finish is not designated, Architect will select these from standard colors available for materials systems specified.
- F. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer finishing is specified for such items as (*but not limited to*) metal toilet enclosures, refinished partition systems, acoustic materials, architectural woodwork and casework, finished mechanical and electrical equipment including light fixtures, switchgear and distribution cabinets, elevator entrance frames, doors and equipment.
- G. Concealed Surfaces: Unless otherwise indicated, such as back priming of all exterior wood trim, painting is not required on surfaces such as walls or ceiling in concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.
- H. Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting, unless otherwise indicated.
- I. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting, unless otherwise



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indicated. Do not paint over any code-required labels, such as Underwriters Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature panels.

### 1.02 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.
- B. Samples: Submit samples for Architect's review of color and texture only. Provide a listing of material and application for each coat of each finish sample.
  - 1. On 12"x 12" hardboard, provide two samples of each color and material, with texture to simulate actual conditions. Resubmit samples as requested by Architect until acceptable sheen, color, and texture is achieved.

### 1.03 DELIVERY AND STORAGE

Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information.

- A. Name or title of material. *Fed. Spec.* number, if application instructions. Color name and number.

### 1.04 JOB CONDITIONS

- A. Apply water-base paints only when temperature of surfaces to be painted and surrounding air temperatures are between *50 degrees F (10 degrees C.)* And *90 Degrees F (32 degrees C.)* Unless otherwise permitted by paint manufacturer's printed instructions.
- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between *45 degrees F (7 degrees C.)* And *95 degrees F (35 degrees C.)*, unless otherwise permitted by paint manufacturer's printed instruction.

DO NOT APPLY PAINT in snow, rain, fog or mist; or when relative humidity exceeds *85%* or damp or wet surfaces: Unless otherwise permitted by paint manufacturer's printed instructions. Painting may be continued during inclement weather if areas and surfaces to be painted are closed and heated within temperature limits specified by paint manufacturer during application and drying periods.
- C. Paint Coordination: Provide finish coats which are compatible with prime paints used. Review other sections of these specification in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information on characteristics of finish materials proposed for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify Architect in writing of any anticipated problems using specified coating systems with substrates primed by others.

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**PART 2 - PRODUCTS**

**2.01 MATERIAL QUALITY**

- A. Provide best quality grade of various types of coating as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
  - 1. Proprietary names used to designate colors or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.
  - 2. Federal Specifications establish minimum acceptable quality for paint materials. Provide written certification from paint manufacturer that materials provided meet or exceed these minimums.
  - 3. Manufacturer's products which comply with coating qualitative requirements of applicable Federal Specifications, yet differ in quantitative requirements, may be considered for use when acceptable to Architect. Furnish material data and manufacturer's certificate of performance to Architect for any proposed substitutions.
- B. Provide undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- C. Pint Coordination: Provide finish coats which are compatible with prime
- D. A "Schedule of Paint Systems" is at the end of this section.

**PART 3 - EXECUTION**

3.01 INSPECTION: Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator's acceptance of surfaces and conditions within any particular area. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

**3.02 SURFACE PREPARATION**

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified for each particular substrate condition. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary for complete painting of painting of each space or area, reinstall removed items. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and process will not fall onto wet, newly-painted surfaces. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces

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should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer/sealer.

- B. Cementitious Materials: Prepare Cementitious surfaces of concrete, concrete block, cement plaster and cement-asbestos board to be painted by removing efflorescence, chalk, dust, dirt, grease, oils and by roughening as required to remove glaze. Determine alkalinity and moisture content of surfaces to be painted by performing appropriate tests. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint, correct this condition before application of paint. Do not paint over surfaces where moisture content exceeds that permitted in manufacturer's printed directions.

Clean concrete floor surfaces scheduled to be painted with commercial solution of muriatic acid, or other etching cleaner. Flush floor with clean water to neutralize acid, and allow to dry before painting.

- C. Wood: Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.

Prime, stain or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces-undersides, and backsides of such wood, including cabinets, counters, cases, paneling.

When transparent finish is required, use spar varnish for back-priming.

Back-prime paneling on interior partitions only where masonry plaster, or other wet wall construction occurs on backside.

Seal tops, bottoms, and cut-outs of un-primed wood doors with a heavy coat of varnish or equivalent sealer immediately upon delivery to job.

- D. Galvanized Surfaces: Clean free of oil and surface contamination with non-petroleum based solvent.

### 3.03 MATERIALS PREPARATION

- A. Mix and prepare painting materials in accordance with manufacturer's directions.

Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.

Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film if necessary strain material before using.

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3.04 APPLICATION

- A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.

Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently-fixed equipment or furniture with prime coat only before final installation of equipment.

Paint interior surfaces of ducts, where visible through registers or grilles, with flat, non-specular black paint.

Paint back sides of access panels, and removable or hinged covers to match exposed surfaces.

Finish exterior doors on tops, bottoms and side edges same as exterior faces, unless otherwise indicated.

Sand lightly between each succeeding enamel or varnish coat.

Omit first coat (*primer*) on metal surfaces which have been shop-primed and touch-up painted, unless otherwise indicated.

- B. Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pre-treated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

- C. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

- D. Prime Coats: Apply prime coat of material which is required to be painted or finished, and which has not been prime coated by others.

Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat to assure a finish coat with no burn-through or other defects due to insufficient sealing.

- E. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, color

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spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.

- F. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs brush marks, orange peel, nail holes, or other surface imperfections.
- G. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

3.05 FIELD QUALITY CONTROL

The right is reserved by Owner to invoke material testing procedure at any time, and any number of times during period of field painting.

3.06 CLEAN-UP AND PROTECTION

- A. Clean-Up: During progress of work remove from site discarded paint materials, rubbish, cans and rags at end of each work day.

Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping using care not to scratch or otherwise damage finished surfaces.

- B. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing or work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.

Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.

At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

3.07 EXTERIOR PAINT SCHEDULE

General: Provide the following paint systems for the various substrates, as indicated.

- A. Cementitious Siding

Low Luster Finish Latex

1st Coat: *Sherwin-Williams*: Loxon Concrete & Masonry Primer Sealer, A24W8300

2nd Coat: *Sherwin-Williams*: SuperPaint Exterior Latex Low Luster, A78 Series

3rd Coat: *Sherwin-Williams*: SuperPaint Exterior Latex Low Luster, A78 Series

- B. Steel/Galvanized Metal Frames & Miscellaneous Metal:

Industrial Urethane Enamel Semi-Gloss Finish: 2 Finish coats over primer.

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1st Coat: Sherwin-Williams: Pro-Cryl Universal Primer, B66W1310.  
2nd Coat: Sherwin-Williams: Pro Industrial Waterbased Alkyd Urethane Semi-Gloss,  
B53-2150.  
3rd Coat: Sherwin-Williams Pro Industrial Waterbased Alkyd Urethane Semi-Gloss,  
B53-2150.

**3.08 INTERIOR PAINT SCHEDULE**

**A. Drywall (Walls, Gypsum Board, Plaster Board, etc.)**

Eg-Shel / Satin Finish Low Odor - Zero VOC Finish

1st Coat: *Sherwin-Williams*: ProMar 200 Zero VOC Interior Primer, B28W2600  
Series

2nd Coat: *Sherwin-Williams*: ProMar 200 Zero VOC Latex Eg-Shel, B20-12600 Series

3rd Coat: *Sherwin-Williams*: ProMar 200 Zero VOC Latex Eg-Shel, B20-12600 Series

**B. Steel/Galvanized Metal Frames & Miscellaneous Metal:**

Industrial Urethane Enamel Semi-Gloss Finish: 2 Finish coats over primer.

1st Coat: Sherwin-Williams: Pro-Cryl Universal Primer, B66W1310.

2nd Coat: Sherwin-Williams: Pro Industrial Waterbased Alkyd Urethane Semi-Gloss,  
B53-2150.

3rd Coat: Sherwin-Williams Pro Industrial Waterbased Alkyd Urethane Semi-Gloss,  
B53-2150.

**END OF SECTION**