

**Facility Planning & Control**  
**INSTRUCTIONS TO DESIGNERS**  
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January 2011

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*All of these documents are available in Word, Excel or pdf format under DESIGN & CONSTRUCTION, Documents for Construction at <http://www.doa.louisiana.gov/fpc/fpc.htm>*

# **Facility Planning & Control**

## **1. GENERAL INSTRUCTIONS TO DESIGNERS**

### **RESPONSIBILITY FOR DESIGN**

**1. The designer is responsible for the design of the project. Quality Control of the design and design documentation is the responsibility of the Designer. The Designer is not to rely on or expect Facility Planning & Control to review his documentation with the intent of detecting design or technical errors or to verify coordination among the disciplines. Review of the documentation by FP&C, if any, will strictly be for compliance with programmatic requirements, design standards, State Building Code requirements and to verify that the Designer is fulfilling the terms of his Contract. If any failure on the part of the Designer to provide quality control for his documents results in additional costs to the Owner, the Designer will be held responsible.**

**2. The Designer shall provide an interdisciplinary coordination review of all documents. The Designer shall provide documentation that this review has been performed. Marked-up documents from this review or certification from a firm specializing in this work will satisfy this requirement.**

### **GENERAL REQUIREMENTS**

**3. The Designer shall be responsible for taking minutes of all meetings, during design and construction.**

**4. If at any time the Designer is called upon by the User or the Umbrella Agency to include work, the quality or quantity of which will raise the cost above the A.F.C., the Designer shall notify Facility Planning and Control (*the Owner*) in writing.**

**5. This department will not advertise a project for bids until the Construction Document Phase has been satisfactorily completed, in accordance with the Procedure Manual and these instructions. Letters of Approval from designated regulatory agencies are required before advertising for bids.**

**6. All submissions shall be made to the Owner. Each completed phase shall be made using the **Design Phases Transmittal and Certification of Phase Completion Form**, a copy of which is attached hereto.**

**7. Designers shall not specify that the Contractors prepare "as built drawings". The Designer shall prepare the record drawings on the basis of information furnished by the Contractor. (Refer to Article 7.1.7.1. of the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction, (Procedure Manual) Edition as included in the Designer's contract.) The Designer shall instruct the Contractor to record as-built information that varies from the contract documents, on (1) one set of prints, to be furnished to the Designer at completion of the job.**

**8. The Designer shall determine by percentage of dollar value of the proposed work, which classification of Contractor shall be allowed to bid according to the requirements of RS 24:2150-2164. If in question, consult with Facility Planning and Control.**

**9. The Designer is responsible to verify that all products specified do not contain asbestos. A statement shall be included in the specifications in Division 1 stating that in all descriptive or performance specifications, the contractor shall certify that no product used contains asbestos.**

**10. Facility Planning & Control periodically makes revisions to the Instructions to Designers. It will be the responsibility of the Designer to incorporate any such changes that occur during the design of the project into the Construction Documents. A copy of the current version is available from the Facility Planning & Control Project Manager.**

**11. All office space shall be designed according to Facility Planning and Control's Space Entitlements and General Procedures. A copy of this document is available from the Facility Planning & Control Project Manager.**

**12. The Designer shall be familiar with the Code of Governmental Ethics requirement that prohibits public servants and/or their immediate family members from bidding on or entering into contracts; he is aware that the Designer and its principal owners are considered Public Servants under the Code of Governmental Ethics for the limited purposes and scope of the Design Contract with the State on this Project (see Ethics Board Advisory Opinion, No. 2009-378 and 2010-128.) Neither he nor any principal within the Designer's firm with a controlling interest therein shall have**

an immediate family relationship with the Bidder or any principal within the Bidder's firm. (see La. R.S. 42:1113). Any bid submitted in violation of this clause shall be disqualified and any contract entered into in violation of this clause shall be null and void.

13. The following is a check list of the services required and the documents to be submitted at each Design Phase. For further explanation, refer to Article 7.1.1 through 7.1.5 of the Procedure Manual.

#### **PROGRAM COMPLETION.**

The following is an outline of scope of services required in the Program Completion Phase. Refer to Article 7.1.1 of the Procedure Manual.

Designer shall refine the program and submit the following documents.

- A. Completed program submittal, identifying any special systems which are not required by code, for Owner and User approval.
- B. Designer's review of the A.F.C. and determine if it is realistic.
- C. Time schedule.
- and when applicable to the project*
- D. Geo-technical survey proposals.
- E. Topographical survey proposals.

#### **SCHEMATIC DESIGN,**

The following is an outline of the scope of services required in the Schematic Design Phase. Refer to Article 7.1.2.1. of the Procedure Manual.

Architectural Design/Documentation services during the Schematic Design Phase shall be the investigation of alternative design concepts. A **minimum of two** alternative design concepts shall be provided that respond to the program requirements, unless otherwise agreed to by Facility Planning and Control, and shall include the preparation of:

- A. Conceptual site and building plans
- B. Preliminary sections and elevations
- C. Preliminary selection of building systems and materials
- D. Development of approximate dimensions, areas and volumes
- E. Perspective sketch(es)

The design concepts shall address factors affecting the design such as site utilization, single story versus multistory, building shape and orientation, scale, size, energy efficiency and location of areas required by functional groups, level of quality, level of maintenance, scale, etc.

Structural Design/Documentation services during the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:

- A. A structural system with proposed grid layout or
- B. Possible alternate structural systems.

Civil Design/Documentation services during the Schematic Design Phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:

- A. On-site utility systems
- B. Off-site utilities work
- C. Drainage systems
- D. Paving

Mechanical Design/Documentation services during the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

1. Energy Source(s)
2. Energy Conservation
3. Heating and Ventilation and Air-Conditioning - Provide necessary information on HVAC system or systems so that both the owner and the user agency understand the operation of the proposed system or systems.
4. Plumbing
5. Fire Protection. Flow tests on projects containing sprinkler installations shall be performed during the schematic design phase of projects to insure that adequate water pressure and flow quantities are available for all buildings included in the project.
6. Special Mechanical Systems
7. Process Systems
8. General Space Requirements.

Electrical Design/Documentation services for the Schematic Design Phase consist of a narrative defining consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:

1. Power Service and Distribution
2. Lighting (types of fixtures, illumination levels, color temperature, CRF, CRI, etc.)
3. Any required Special Systems such as CATV/CCTV Distribution, Fire Alarm, Intercom/Paging, Lightning Protection, Nurse Call, PA, Security, Telecommunications Distribution, TVSS, etc.
4. Electrical and Telecom Equipment Room Space, Quantity, Location, and Environment Allocations for all of the above.
5. Outline Plans and Specifications that include the items in this list
6. List Energy Conservation Measures that will be considered.

**Schematic Design Phase Documents to be submitted.**

- A. Sketches and Drawings.
- B. Outline Specifications identifying all component parts included in project.
- C. Statement of Probable Cost.
- D. Analysis of requirements of Louisiana Code for State owned buildings as they affect the project.

**DESIGN DEVELOPMENT,**

The following is an outline of scope of services required in the Design Development Phase. Refer to Article 7.1.3.1 of the Procedure Manual.

Architectural services during the Design Development Phase consists of development and expansion of selected Architectural Schematic Design to establish the final scope, relationships, forms, size and appearance of the project through:

- A. Plans, sections and elevations
- B. Typical construction details
- C. Three dimensional sketch(es) (new building, additions or major exterior renovation only)
- D. Final materials selections

**E. Equipment layouts**

Structural Design/Documentation services during the Design Development Phase consisting of continued development of the specific structural system(s) and Schematic Design in sufficient detail to establish:

- A. Basic structural system and dimensions
- B. Final structural design criteria
- C. Foundation design criteria
- D. Preliminary sizing of major structural components
- E. Critical coordination clearances
- F. Outline Specifications or materials lists

Civil Design/Documentation services during the Design Development Phase consisting of continued development and expansion of civil Schematic Design and development of outline Specifications or materials lists to establish the final scope and preliminary details for on-site and off-site civil engineering work.

Mechanical Design/Documentation services during the Design Development Phase consisting of continued development and expansion of Mechanical Schematic Design Documents and development of outline specifications and materials lists to establish:

1. Preliminary Equipment Sizes and Capacities
2. Preliminary Equipment Layouts including required minimum allowances for maintenance areas. Coordinate the size of the equipment rooms with the Architect.
3. Required Space for Equipment
4. Required Chases and Clearances
5. Size the first five (5) feet of supply ductwork leaving each equipment room and confirm that there is sufficient space to run the ductwork along its proposed route.
6. Show single line routing for the ductwork, and show all VAV boxes and air diffusers that are required
7. Visual Impact
8. Energy Conservation Analysis
9. Submit cut-sheets from two manufacturers for all HVAC, plumbing and fire protection equipment that is included in this project. Equipment

should include: air handling units, chillers, cooling towers, pumps and boilers. The designer is responsible for any other manufactured equipment size and configuration.

10. Submit all information from at least two (2) manufacturers of chillers denoting the efficiency of the chillers as stated in item 3 in the Guidelines for Mechanical Designers section of these instructions.
11. Plumbing and mechanical plans in sufficient detail to define the intent of the systems. Coordinate plumbing fixture quantities and locations with Architectural drawings.
12. Coordinate locations of all existing and new utilities.
13. Show sprinkler system risers and main piping runs on all floors.

Electrical Design/Documentation services for the Design Development Phase shall consist of continued development and expansion of electrical Schematic Design to design completion for:

1. Outdoor & Indoor CATV/CCTV, Power, EMS, Fire Alarm, Lighting, Security, and Telecommunications Distribution Systems
2. Equipment Sizes and Capacities
3. Equipment Layouts with Required Space and Clearances
4. Preliminary load calculations to support sizing of equipment space.
5. Equipment Schedules indicating Symbols Used, Lighting Fixtures (cut sheets and illuminance calculations, in computerized format, also required) and Panelboards, including Phase and Total Loads
6. Electrical Riser, Special System's Risers, and Grounding Systems Diagrams
7. Lighting and Power Energy Conservation Measures as per Energy Conservation Analysis Requirements included in these documents.

**Design Development Phase Documents to be submitted.**

- A. Drawings.
- B. Expanded outline specifications based on the C.S.I. format.

- C. Updated Statement of Probable Cost (with backup data).
- D. Detailed Code Analysis.
- E. Preliminary Energy Conservation Analysis.

**At the completion of the review of the Design Development Submittal, the Designer, the User Agency and the Owner shall meet to confirm that the design meets the program needs as stated by the User. Once approval is granted and the Construction Documents Phase is started no changes to the design will be considered.**

For renovation projects the meeting shall be held on site to also ascertain that any existing documents and the Scope of Work properly relate to existing conditions.

**CONSTRUCTION DOCUMENTS**

The following is an outline of the services required according to Article 7.1.4 of the Procedure Manual. Based on the approved Design Development Documents the Designer shall prepare and submit the following documents:

- A. Completed Working drawings stamped by appropriate disciplines.
- B. Specifications.
- C. Bidding and Contract Forms.
- D. Updated Statement of Probable Cost (with backup data, prepared not more than 30 days before advertising).
- E. Energy Conservation Analysis.
- F. One bound file copy of all design calculations, including electrical.

For this phase to be considered complete ALL DOCUMENTS SHALL BE COMPLETE, COORDINATED AND READY TO BID.

**BIDDING & CONTRACT**

Refer to Article 7.1.5 of the Procedure Manual for the services required during this phase.

**No project will be advertised** for bids unless the following documents have been received

- A. Approval of the Office of the State Fire Marshal.
- B. Approval of the Department of Health and Hospitals when applicable

- C. Approval of the Office of Telecommunications Management when applicable
- D. A current Statement of Probable Cost on the form provided in the Designer's Package. "Current" means dated within 30 days of the first date of advertisement for bid.
- E. An up-to-date certificate of insurance for the designer's professional liability insurance.

After receipt of bids, the Designer shall consult with the Owner and User Agency and make written recommendation to the Owner to award the contract or reject all bids.

**CONSTRUCTION**

The Designer's services and responsibilities during the construction of the project are covered in Article 7.1.6 & 7.1.7 of the Procedure Manual and will be covered after the bids are awarded. See attached recommended agenda for the pre-construction conference.

Partial outline of required services are:

- 1. Conduct pre-construction meeting and collect required Contractor submittals.
- 2. Conduct required site visits to evaluate progress and quality of Work. Recommend rejection of below standard Work as soon as detected.
- 3. Conduct regular progress meetings, prepare and distribute minutes. Submit the Monthly Status Report with each pay request.
- 4. Verify Contractor's Application for Payments reflects status of work and stored material. Verification of this application represents the designer's assertion that the work and stored materials, to the best of his knowledge, are complete, **acceptable and in accordance with the contract documents.**
- 5. Recommend and Prepare Change orders in accordance with Paragraph 7.2 of the Supplemental Conditions with explanations and acceptable backup documentation.
- 6. At the monthly meeting with the Owner and Contractor, when project is 75% to 80% complete, review requirements for Acceptance to insure timely close-out (ask Project Manager for recommended agenda).

**CONSTRUCTION CLOSE OUT** shall include but not be limited to:

- 1. Arrange for regulatory agency inspections and ensure that the Owner receives copies of inspection certificates particularly from the Office of State Fire Marshal.
- 2. Determine the value of the documents required by section 3.11 of the Supplementary Conditions and not approve payment of this amount 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. Provide as-built drawings and specifications. As-built drawings shall be provided as two digitally produced copies on plain bond paper having a minimum 20-pound base weight and one compact disk containing the AutoCAD files. The as-built specifications shall be provided in similar format.
- 4. Prepare punch list including a value for each item.
- 5. Prepare Recommendation of acceptance.
- 6. Prepare Certificate of Compliance with American with Disabilities Act
- 7. Obtain Operating Manuals, training and warranties, particularly roofing.
- 8. Obtain Consent of Surety.
- 9. Authorize release of retainage when the Clear Lien certificate is received.

**ONE YEAR WARRANTY:**

- 1. The Designer will be advised by Facility Planning and Control near the end of the one year warranty period and shall inspect the project with the User and Facility Planning and Control Project and identify any warranty items that need to be corrected.
- 2. The Designer shall notify the Contractor of the items in need of correction.
- 3. The Designer shall follow up to ensure that all warranty items are completed by the Contractor.

**DEFINITION OF DOCUMENTS**

- 1. Construction Documents - Plans and specifications that provide the requirements of a construction project and are complete pending review and approval.

2. Bid Documents – Plans and specifications which have passed all reviews and may be issued or have been issued for bidding purposes. Bid documents may include advertisement or invitation to bidders, instructions to bidders, bid form, form of contract forms of bonds, conditions of contract, specifications, drawings, addenda and any other information needed to completely describe the work.
3. Contract Documents – Plans and specification including all addenda and any other modifications and may be attached or have been attached to a construction contract. These may include the agreement between the owner and contractor, all conditions of the contract including general and supplementary conditions, the specifications and drawings, any changes to the specifications and drawings any changes to the original contract and any other items specifically itemized as being part of the contract documents.

## Facility Planning & Control

### 2. INSTRUCTIONS ON STANDARD FORMS AND SPECIFICATIONS

The following documents are part of the Instructions to Designers and shall be included in the Bid Documents in the sequence shown, (*copy those provided, do not retype except for the Schedule of Values*).

Advertisement for Bids  
Instructions to Bidders  
Bid Form Bid Bond  
Supplementary Conditions  
Contract Between Owner and Contractor  
and Performance and Payment Bond  
Affidavit  
Schedule of Values  
Change Order  
Recommendation of Acceptance  
Partial Occupancy  
Building Plaque (*if applicable*)

The designer shall also obtain and include in the Bid Documents the American Institute of Architects General Conditions of the Contract (AIA Document A201.) These documents shall be used only in compliance with the applicable copyright provisions

#### Advertisement for Bids

1. This office will establish the date and time for receipt of bids and advertise the project for bids, upon satisfactory completion and acceptance of the documents and receipt of a request to advertise for bids from the User Agency. Approval letters from regulatory agencies are required to be submitted before the project can be advertised. A copy of the completed Advertisement for Bids shall be included in all copies of the Bid Documents, upon issuance. By State Law, these documents shall be ready for issuance on the day the first advertisement appears.

2. The Designer shall fill in:

a. The name of the project, location and project number of the contract, and where copies of the Bid Documents may be obtained from the Designer.

b. The amount of the deposit for the Bid Documents, with approval of the Owner. Such deposit shall be computed at twice the actual cost of reproduction.

c. The Contractor's license classification.

#### Instructions to Bidders

1. The Designer shall include a copy (reproduced, not retyped) of the Instructions to Bidders in all copies of the Bid Documents. The Designer shall fill in the information required concerning the specifications and drawings.

2. The Owner, in consultation with the User Agency and the Architect, shall establish and include the completion time in consecutive calendar days. The Designer shall include this construction time in the Instructions to Bidders.

3. The Designer shall also include the Liquidated Damage amount per FP&C's schedule.

4. The Instructions to Bidders provides for approval, prior to bidding, of substitutions of materials, products and equipment required by the Bid Documents. Upon submittal of requests for prior approval by the Proposer, the Designer will promptly review same, and if rejection is necessary, it will be promptly done in writing to the Proposer, with a copy to the Owner. Notice of rejection shall be sent to the Proposer and Owner prior to the time for issuing the last addendum before bidding. Such notice will give the reasons for said rejection. See Section 4.4, Instructions to Bidders.

#### Bid Form Format

1. The Designer shall complete the portions of the Louisiana Uniform Public Work Bid Form indicated to be completed by him. The Designer shall make no other changes in the form. It is to be used exactly as it is found the Instructions to Designers.

2. Any blanks that are not applicable to the project, the designer shall enter the words "Not Applicable."

3. If approved by Facility Planning and Control the Designer shall provide space for, give descriptive title to and arrange alternates in the order of priority as approved by FP&C. The instructions in the Louisiana Uniform Public Work Bid Form in the space reserved for the descriptive title may be replaced by the descriptive title.

4. The Designer shall make no other changes in the form. It is to be used exactly as it is found the the

Instructions to Designers with the exception of the foregoing prescribed changes and additions.

5. The Designer in issuing documents to prospective prime Bidders, shall include one loose copy of the Bid Form, for their use in submitting bids.

### **Issuance of Documents**

The Designer shall issue Bid Documents, free of charge, to all recognized plan rooms requesting the documents. The Owner will reimburse the cost of these and the cost of documents issued for Bid Documents over and above retained deposits. If there are any questions, contact FP&C. The Designer shall state in the documents a reasonable number of sets of documents to be supplied to the Contractor. Any additional documents supplied to the Contractor will be at his cost. The following schedule shall be used as a guide:

<u>Cost of Project:</u>	<u>Number of Sets:</u>
0 - \$100,000	10
\$100,000 - \$500,000	15
\$500,000 - \$1,000,000	20
\$1,000,000 - \$2,000,000	25
\$2,000,000 - \$5,000,000	30
\$5,000,000 - \$10,000,000	40
Over \$10,000,000	50

Designers may recommend alternative methods of document distribution for approval by Facility Planning & Control. Alternatives methods must:

- a) Provide equal or better access by potential bidders than the conventional method described in the Instructions to Bidders. For exclusively electronic plan distribution, prospective plan holders must be able to download files in a reasonable time and print paper copies, or have them printed, at a reasonable cost.
- b) Comply with all provisions of Public Bid Law particularly with regard to RS 38:2212A (1) (e). For exclusively electronic plan distribution, one printed copy must be provided to all bona fide prime bidders at zero net cost.

When documents are distributed electronically, the specifications shall state that the Contractor will be responsible for the printing of any paper copies he needs.

### **Bid Bond with Notice**

The Designer shall include a loose copy of the Bid Bond form in all Bid Documents with instructions that all bonds submitted shall be in this format.

### **Prior Approvals**

If a potential supplier wishes to submit for prior approval a particular product other than a product specified in the Bid Documents, he shall do so no later than seven (7) working days prior to the opening of bids. Within three (3) days, exclusive of holidays and weekends, after such submission, the prime design professional shall furnish to both the public entity and the potential supplier written approval or denial of the product submitted. All such approvals shall be included in addenda issued prior to bidding. Such approvals shall include both a manufacturer and model or series number for each product approval. The Designer has full responsibility for such approvals.

If at the time of issuance of the last addendum, the Designer has issued only one prior approval on any item where prior approval is required, then it shall be the Designer's responsibility to include a minimum of two (2) manufacturers, with model or series numbers, who meet the specification, in the final addendum. Manufacturer/model number designations shall be coordinated with descriptive specifications. The description shall be limited to what is important. This is intended to reduce opportunities for conflict. If conflicts appear during construction it will be the Designer's responsibility to resolve them.

### **Issuance of Addenda**

The basic purpose of an addendum is to clarify or change the Bid Documents, supply additional needed information or provide prior approvals. Designers shall not, in an addendum, change the scope of work, the basic building materials or systems or other basic items without the express written approval of Facility Planning and Control. Everyone that has been issued Bid Documents are to receive copies of all addenda.

**If the necessity arises to issue an addendum modifying plans and specifications or giving prior approvals, within the seventy-two (72) hour period prior to the advertised time for the**

**opening of bids, excluding Saturdays, Sundays and any other legal holidays, then the opening of bids shall be extended at least seven but not more than twenty-one working days**, without the requirement of re-advertising. Designers shall not issue such an addendum without the express approval of Facility Planning and Control. If such an addendum should cause the State or the User additional expenses because of re-advertisement or for other reasons, then the Designer shall be liable for such expense if he has not received specific approval to issue such an addendum.

When it is necessary to issue an addendum within seven (7) calendar days of the bid date, such addendum shall be sent to all prospective bidders, plan rooms and other plan holders by **FAX OR E-MAIL AND CERTIFIED MAIL OR EXPRESS MAIL, RETURN RECEIPT REQUESTED**. It is the Designer's responsibility to ascertain that all prime bidders have received all addenda issued. If the addendum cannot be transmitted by facsimile transmission, e-mail, or other electronic means, or otherwise effected by hand delivery, the bid opening shall be delayed by at least seven days.

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

1. The Designer shall include in all Bid Documents an original of the General Conditions of the Contract for Construction (AIA-A201, 2007 edition). This document shall not be reproduced or included by reference.

### **Supplementary Conditions**

1. In the Bid Documents, the Designer shall include a copy (*reproduced, not retyped*) of the Supplementary Conditions furnished by this department. Designer shall not add to or delete from the Supplementary Conditions unless directed in writing by Facility Planning and Control.

2. See Articles 11.1 - 11.3 of the Supplementary Conditions for the limits of insurance required for each project.

### **Contract Between Owner and Contractor and Performance and Payment Bond**

1. Include in all copies of the Bid Documents a sample copy of the Contract and Bond Form

furnished by this department. This sample copy shall not be modified.

2. If the project is awarded for construction, actual preparation of the Contract will be done by this FP&C.

### **Affidavit**

1. Include in all copies of the Bid Documents a sample form of the Affidavit.

2. FP&C will prepare the Affidavit for execution by the Contractor if the project is awarded for construction.

### **Schedule of Values**

Designer should add or delete items as they apply to this particular project.

### **Other Forms and Documents**

1. Include a sample copy of the Change Order, including change order back-up, Recommendation of Acceptance, and Beneficial Occupancy Forms in all copies of the Bid Documents. Instruct the Contractor that he will be issued these forms at the pre-construction conference.

2. As applicable to the project, the Designer shall obtain other forms and documents from the User Agency to be included in each copy of the Bid Documents. By way of example these may include, but not be limited to, Certificate of Non-segregated Facilities, Equal Opportunity Employment Clause and/or Affirmative Action Compliance Forms for University projects.

### **Codes and Laws**

This project shall be designed according to the following:

(a) Louisiana Building Code for State Owned Buildings, RS 40:1721-1724, consisting of the following in the editions stated on the Facility Planning & Control website:

- (1) The Life Safety Code.
- (2) Part XIV (Plumbing) of the State Sanitary Code. (Louisiana State Plumbing Code.)
- (3) The International Building Code.
- (4) The International Mechanical Code.
- (5) The National Electrical Code.

In all cases of conflict between the State Sanitary Code and the International

Mechanical Code, the provisions of the State Sanitary Code shall be used. In all cases of conflict between the Life Safety Code and any of the above codes, the provisions of the Life Safety Code shall be used.

- (b) Commercial Building Energy Code
- (c) Americans with Disabilities Act Accessibility Guidelines.

Note: Truncated Domes will be used as required by the American's with Disabilities Act (ADA) and as detailed in the companion guidelines known as the Accessibility Guidelines or ADA-AG.

- (d) In addition to Facility Planning and Control, Construction documents shall be submitted to the following agencies for the purposes indicated.

- 1) Office of State Fire Marshal for the review of Life Safety Code and other NFPA codes.
- 2) Regional Office of Public Health for the review of the State Sanitary Code
- 3) Office of Telecommunications Management for the review of telecommunications features.
- 4) Local building authorities shall be consulted for compliance with local flood zone requirements only. (Local building permits are not required.)

- (e) Comply with the flood zone requirements of the National Flood Insurance Program (NFIP.) The Base Flood Elevation (BFE) is to be obtained from the local jurisdiction and shall include freeboard, if any. If there is no local jurisdiction or if the local jurisdiction has not established BFE's, the BFE shall be established using FEMA maps. Note: No building permit is required from the local jurisdiction but their BFE's are to be used where available.

### Cover sheets, Title Blocks and Project Signs

Provide the following information on the covers of both Drawings and Specifications. Verify with the Project Manager the correct names titles and numbers.

Name of Project  
State Project Number & Part Number  
Site Code & State I.D.

State of Louisiana  
Name – Governor

Division of Administration  
Name - Commissioner of Administration

Office of Facility Planning and Control  
Name - Director

Provide the following information in the title block of each drawing sheet:

Name of Project  
State Project Number & Part Number  
Site Code & State I.D. (if applicable)

A project sign shall be required for all new buildings and significant renovations. The project sign shall include all the information required for the cover sheet except the site code and state ID. The project sign may also include the name of the designer and the contractor. Lettering for the name of the governor shall be 6” high. Other lettering shall be in the appropriate relationship.

### Specifications

1. Technical Specifications on performance and materials shall be based on the divisions outlined in the Construction Specifications Institute Masterformat (C.S.I.).

2. State Law prohibits the Designer from closing specifications on any item in the specification, except as provided for in R.S. 38:2290-2296. See the section entitled Information on Closed Specifications

Facility Planning recognizes four methods of specifying:

1. Proprietary- (preferred) Specifies actual brand names, model numbers, and other proprietary information.

2. Reference - Requires a product or process to be in accordance with an established standard.

3. Descriptive- Defines exact properties of materials and methods of installation without using proprietary names.

4. Performance- Specifies the required results and the criteria by which the performance can be verified. The Contractor is free to find material complying with the performance criteria.

### **Proprietary Specifications**

Facility Planning prefers to use proprietary specifications above all others, wherever possible. When in the specifications the Designer uses a proprietary specification, he shall adequately identify said product by including at least two (2) manufacturers that are acceptable as to function and quality for each item specified by manufacturer, and model or series numbers for each manufacturer so named.

The specifications shall state clearly that when a proprietary specification is used, it is used only to denote the quality standard of the products desired, and that they do not restrict Bidders to the specific brand, make, manufacturer or specification named; that they are used only to set forth and convey to prospective Bidders the general style, type, character and quality of the products desired; and that equivalent products will be acceptable, but only with written prior approval as described below.

### **Referenced Specifications**

Where recognized by the construction industry as being an accepted method for specifying a particular item, Facility Planning has no objection to specifying by reference standard (such as ASTM, ANSI, ACI, etc.). However, such reference shall not be used as a substitute for design. The designer is responsible for these decisions. Any reference standards where the date is not specified, shall mean the latest edition of such standards published prior to the date of the specifications, in accordance with the abbreviation referred to in the Technical Provisions. Where such a reference is made, the applicable standard is hereby made part of the specifications which refers to it to the same extent as if written out in that specification in full. **The Designer shall have in his possession, or ready access to, a copy of any standard referred to in the specifications.**

In all specifications where an item is specified by reference standard only, the Designer shall state in that section if prior approval is required. If prior approval is required, and if a minimum of two (2)

manufacturers and product numbers have not been approved before issuance of the last addendum, then the Designer shall include a minimum of two (2) manufacturers approved in the last addendum. The Designer is responsible for knowing the content and purpose of the standard before incorporating it into the Construction Documents.

### **Performance and Descriptive Specifications**

They are not to be used where a proprietary specification can be written. Performance and/or descriptive specifications will be allowed for products which the construction industry recognizes and specifies by these methods (steel, concrete, lumber, piping, etc.). If Facility Planning feels a product can be specified by a proprietary specification, the Designer will be requested to rewrite the specification. Each section of the specifications where a performance or descriptive specification is written shall state whether or not prior approval is required. If prior approval is required, the Designer shall submit to Facility Planning and Control, prior to advertising, a minimum of two (2) manufacturers and corresponding model or series numbers that meets the specification.

### **Moveable Equipment**

Moveable Equipment is not to be included in the Construction Documents. If an item of equipment does not require the services of a Mechanic or some construction trade for its installation, it is classified as Moveable Equipment, and is not to be part of the Designer's Contract.

### **Coordination**

The Designer shall be responsible for coordination between the different disciplines, sheets of drawings, details, drawings and specifications, specifications sections and between named products and performance criteria.

### **General Requirements**

#### Alternates

In Division 1, in the section Alternates, the Designer shall (if approved by Facility Planning and Control Department) describe only add alternates affecting the scope, materials and

methods. A maximum of three (3) alternates may be used. Alternates must be listed in order of priority established by the Owner and the User Agency. In the description of each alternate, the Designer shall list which of the CSI specification divisions are affected by the alternate.

#### Allowances

The use of allowances is strictly limited. Any proposed use of allowances must be reviewed and approved by Facility Planning & Control. The use of allowances is statutorily limited to hardware, face brick, landscaping, electric light fixtures and carpeting.

#### Project Meetings

In the Construction Documents the Designer shall include the following:

Pre-Construction Conference: After notification that the Contract has been executed, the Architect shall arrange with the Owner, User Agency and Contractor, and conduct a Pre-Construction Conference to be held at the project site. The Contractor shall be responsible to see that his principal Subcontractors are in attendance and shall furnish to the Architect and Owner,;

- 1) the Schedule of Values,
- 2) list of Subcontractors and material suppliers, and
- 3) information listed in Paragraph 7.1 of the Supplementary Conditions.
- 4) the Construction Schedule.

Pre-Closeout Conference: When the project is 75% to 85% complete the Architect shall arrange with the Owner, User Agency and Contractor to conduct a Pre-Closeout Conference to be held at the project site. The Contractor shall be responsible to see that his principal Subcontractors are in attendance. The conference shall follow the format described in the section entitled "Pre-Closeout Conference Agenda."

### **Quality Control**

#### Extent of Laboratory Tests and Inspections

The Designer shall make separate written recommendations to the Owner concerning the type and number of tests that will be required on the project. The Designer shall provide an estimate of the cost of testing services for the project and shall

include it in the space provided on the Statement of Probable Cost. The Owner shall engage the testing laboratory and shall pay for tests as provided for by the General and Supplementary Conditions. The Contractor shall be advised of the number and type of tests to be performed by the testing laboratory. The Designer shall ensure that the testing laboratory is present at the Pre-Construction Conference.

The laboratory shall promptly submit written reports of each test and inspection made to the Owner, Architect, Engineer, Contractor, and to such other parties the Owner may specify. The testing laboratory shall not be responsible for evaluating test results. This is the responsibility of the Designer.

All copies of testing laboratory invoices shall be verified by the Designer prior to being submitted to the Owner for payment.

A copy of the Testing Laboratory Rates, Testing Laboratory Guidelines and list of acceptable testing laboratories can be obtained from the Facility Planning & Control Manager

In the Documents the Designer shall include the following:

#### Testing Laboratory Services Selection and Payment

The Owner shall engage and pay for the services of an independent testing laboratory to perform inspection and tests of materials and construction as defined in the General Conditions, except that in the event of a test failure the Contractor shall pay for retesting. The Contractor is to select the testing lab and pay for all concrete design mix testing.

Cooperation of Contractor - The Contractor shall cooperate with the laboratory and:

- A. Make available, without cost, samples of all materials to be tested in accordance with applicable standard specifications.

B. Furnish such nominal labor and sheltered working space as is necessary to obtain samples at the project.

C. Advise the laboratory of the identity of materials' sources and instruct the suppliers to allow tests or inspections by the laboratory.

D. Notify the laboratory sufficiently in advance of operations to allow for completion of initial tests and assignment of inspection personnel.

E. Notify the laboratory sufficiently in advance of cancellation of required testing operations. The Contractor shall be responsible to the laboratory for changes due to failure to notify if requirements for testing are canceled.

#### Test Methods

Tests and inspections shall be conducted in accordance with the latest standards of ASTM or other recognized authorities.

#### Test Reports

The Contractor will be provided a copy of each report in a timely manner. The Contractor will be notified immediately if the testing laboratory discovers any hazardous materials.

### **Site Construction**

#### Demolition

The Designer shall address the following if applicable:

#### Salvage and Disposition of Material and Equipment

The Designer and User Agency shall determine prior to bidding what excess dirt, salvaged equipment and materials are to be retained. The Construction Documents shall adequately define where the Contractor is to deliver such dirt, equipment and materials. Any of this equipment and materials not retained by the User Agency shall be transferred to the Surplus Property Section, Division of Administration, as required by the Property Control Regulations. Such transfer shall be the responsibility of the User Agency. Other excess dirt, equipment and materials not to remain in the work or retained by the User Agency shall become

the property of the Contractor and shall be removed from the site by him.

*NOTE: This paragraph is not intended to be included in the specifications, but its intent shall be used to describe, as accurately as possible, such salvage and disposition.*

#### Illumination for Inspections

Designer shall require adequate lighting during the inspection of all finish materials and anything that will affect the visual characteristics of finishes. This includes the requirement that lighting levels be the same as will exist when the building is accepted and shall be in measurable terms such as foot-candles.

#### Elevation Certificate

Include in the documents the requirement that the contractor shall provide a FEMA National Flood Insurance Program Elevation Certificate for the building or buildings. This requirement shall apply to all new or substantially improved buildings. The elevation certificate is to be completed and stamped by a licensed engineer or land surveyor strictly according to the FEMA NFIP Instructions, including the photographs, and with the assumption that it is intended to support a LOMA or LOMR-F request. "Substantially improved" means any improvement the cost of which equals or exceeds 50% of the market value of the building or includes any change in floor elevation. Any questions regarding the application of the term "substantially improved" should be referred to the FP&C project manager.

#### **Wood and Plastics**

Use only materials that will provide the maximum resistance to corrosion for all fasteners and other metal devices in contact with treated wood. If any material other than stainless steel is proposed, the approval of the Facility Planning & Control Manager must be obtained.

#### **Thermal and Moisture Protection**

Roofing Systems: Instructions to Designers for design of Roofing Systems, including specification data, are contained in a separate memorandum

entitled "Instructions to Designers - Roofing Systems", which is made part of the Instructions to Designers.

## Doors and Windows

### Glazing

Under the General Subsection, include the following:

"Manufacture of glass and glazing materials and fabrication and installation of glazing materials, shall meet the requirements of the Safety Standard for Architectural Glazing Materials (16 CFR Part 1201) dated January 6, 1977, effective July 6, 1977, issued by the Consumer Product Safety Commission, and any amendments thereto."

## Specialties

### Commemorative Plaque

A commemorative plaque may be required for new buildings and certain major renovations. Verify with the project manager the need for a plaque. Plaques shall be the size indicated below and include the following information. No other information will be included and this is the **only** plaque that is to be included in the Construction Documents.

Size: Approximately 15" X 24"

Content, in the following order:

#### Graphics:

Image of the seal of the State of Louisiana

#### Text:

Name of Project (per Capital Outlay)

Year facility was completed

Name of the current Governor

Name of the Architect

Name of the Contractor

The words: "Project funded by the tax payers of Louisiana"

Final approval of this Department and the User Agency of the plaque layout or "rubbing" shall be

obtained by the Designer prior to the casting of the plaque.

## Conveying Systems

Elevators: A detailed "Specification for Elevators" has been developed by the Office of Risk Management which is responsible for all State of Louisiana State Building elevators. These specifications are intended as a guide for the Designer in preparing his specifications. Advances in technology and construction materials may require Substantial editing of some sections of these specifications. However, the Architect is cautioned not to lose quality control over materials and workmanship, or control over inspections and warranties in his editing.

Standard text writing is intended to be used "as is" in context. Editing should be approved by FP&C, unless minor in scope. Non-applicable sections and parts should be deleted in the final document.

*(Italics in parenthesis)* indicates places for inserts and notes to the Designer. These should be deleted in the final document.

Italics indicate suggested wording which may be edited by the Designer. These items are included to show the original content of the Building and Grounds specifications, and are included as a guide for content. Care should be taken to ensure deleted information is covered elsewhere in the specifications as applicable.

Enumeration as shown may be modified to match the Designer's standard format.

Small projects may require major restructuring and editing of these specifications.

This document is available in Word at FP&C. Contact the Project Manager to arrange for copy.

The Designer shall state in the specification that it shall be the Bidder's responsibility to assure his equipment will operate satisfactorily within the prescribed conditions. If modifications are required, it will be the Bidder's responsibility to make any necessary changes as needed.

Should any equipment be furnished that will not properly function within the established parameters, it shall be the Bidder's responsibility to

pay any additional costs attributable to providing the correct equipment.

The Designer shall review ANSI-117.1 and ADAAG for compliance with handicap

requirements and ANSI-A17.1 Section 211, concerning communications to and from the elevator cab. Discuss Section 211 with Facility Planning and Control.

## Facility Planning & Control

### 3. INSTRUCTIONS TO DESIGNERS - ROOFING SYSTEMS

#### PREFACE

These instructions apply primarily to low slope roofing defined as waterproof, membrane type roof assembly utilizing FP&C approved type systems. For steep slope defined as a water shedding type roof assemblies such as metal standing seam (architectural or structural) and shingles such as metal, wood, asphalt, modified bitumen, fiber-cement, clay tile and slate consult with FP&C. For final selection of roofing systems confer with FP&C for preferences and other requirements. Roof decks with components such as cementitious wood fiber planks, wood plank, plywood, precast concrete panels, lightweight insulating concrete assemblies shall not be selected without prior approval of FP&C.

Include on the covers of your project documents for the Construction Documents Phase submittal the Building name, Site Code number and State (Building) ID number. Provide the roof area calculations and the Roof Section Identification data to be verified with the FP&C Roofing Section.

**In Division 7, if applicable to the project, use the following criteria for the design and specifications of roofing systems:**

A. Select an energy efficient roofing system with a basic long life design providing for minimal maintenance requirements and costs. Utilize the following instructions and resource/reference material:

1. Provide a complete roof plan for each building for the User Agency's files that can be reduced 50% and still be legible. Use AutoCad with hard copies provided showing, as a minimum, the following:
  - a) Building line and roof edge relation.
  - b) A modular grid or structural column grid with number and letter coordinates.
  - c) All HVAC penetrations, equipment, pipe and conduit curbs which shall be carefully coordinated with the mechanical layout, taking care not to allow penetrations of any kind or runs of pipes to be within a minimum of one foot from any edge, curb,

expansion or control joint. On the roof plans indicate the walking surfaces around all of the equipment. The Designer must provide roof top access ladder and penthouse or hatch accesses.

1) For new construction, no rooftop air-conditioning, duct work or cooling towers will be acceptable without approval of FP&C.

2) For reroofing, Designer shall confirm all components on the roof deck, conditions of the components and relative elevations of the roof areas, i.e. slopes, edges, drains, penetrations, etc. It is recommended that with some roofs, it is advantageous to have the roof surveyed to establish more precisely existing elevations for sloping and draining design.

- d) Use symbols and keynoting to minimize notes on the plans, however referenced symbols or notes should appear on each applicable page.
- e) Use ASHRAE Standards and NRCA Energy Manual to develop the R-Value for the building envelope in new work and in re-roofing projects.
- f) Roof slope shall be provided by structurally sloping deck. If the designer believes that structurally sloping the deck is impractical, he shall consult with the Roofing Section and obtain their concurrence before proceeding with any other system. There shall be no visual evidence of standing water on the roof 48 hours after it stops raining. Designer shall decide between interior and peripheral drainage systems with concurrence of FP&C and User.
- g) For membrane roofing, if fasteners are required to secure roof insulation to the deck, fasten the first layer, and then adhere a minimum of 1/2" cover board over the fastened layer. This in an effort to isolate the membrane from slight movement of the fastener heads, and to minimize the thermal break in the insulation caused by the fasteners. Always specify a minimum

fastening pattern for the base layer of insulation.

- h) Provide a minimum of two (2) roof drains for each roof area not including overflow scuppers. Depending on roof size and configurations, provide two (2) overflow scuppers. Limit the maximum spacing of drains in any direction to 50 feet. If using interior drainage systems for new construction or this condition exists in reroofing projects, design roof slopes to drain water from elevated peripheral areas to roof drain units which shall have flexible connections to the plumbing storm drainage system. Provide cleanouts which are readily accessible at interior floor levels. Contractor shall be responsible for and furnish the roof drain assemblies, including the actual connection to the storm drain line. Roof drain assemblies shall be connected to storm drain lines prior to flashing flanges of the units on the roofing. In peripheral drainage systems, design slopes so rainwater flows from elevated areas to peripheral low points, to scuppers, conductor heads or leaders on to gutters and downspouts mounted and attached to exterior building wall. In parapet walls, provide through-parapet scuppers positioned and designed to be not over 4" in height above finished roofing surface or not over the elevation of the roof beyond which a possible flooded roof deck could cause structural failure. Follow the instructions for the design of roof drainage systems in the SMACNA Architectural Sheet Metal Manual and calculate for storms which should be exceeded only once in 100 years that being the most stringent requirement. From the Standard Plumbing Code tables or from other credible sources determine or confirm the number and sizes of roof drains required. Locate drains at the lowest elevation points of the roof. Avoid locating drains near columns or bearing walls. Any conditions requiring deviations from the SMACNA or Standard Building Code design shall be approved by FP&C. Irregularly shaped roofs with penthouses and other obstructions may require additional drains with cants for good drainage. Design penthouse roofs to drain the same as for the main roof. Provide saddles between drains and crickets on the high side of curbed openings or other obstacles to insure free flow of water around said obstacle. Include notation which refers to mechanical drawings for plumbing connections.
- i) Provide roof access as follows:
- 1) For new construction of multistory buildings, provide ready accessibility to roof area(s) from stair enclosure space(s), from penthouse(s) with hatch mounted on penthouse roof complete with vertical OSHA approved type ladder/attached telescoping rail for safe mounting to the roof/roofs. For buildings four stories or more in height provide roof hatch(es) complete with ladders as described above. Provide ready access for any additional changes in roof areas which vary in heights from 8" and above at all other areas of building roofs. Provide security to prevent unauthorized access to roof areas.
  - 2) For re-roofing, if no roof hatch exists, provide exterior ladder(s) designed to prevent unauthorized access to the roof area/areas. Design the ladder top access and exit to prevent damage to roof edging or to parapet coping, roof base flashing or inside parapet wall finishes when going on or off the roof. Use roofing manufacturer's approved roof pads, i.e 3' x 5' sizes. Every roof level shall be made accessible as described above.
  - 3) All ladder design shall comply with OSHA Regulations and ANSI A14.3 Safety Code for Fixed Ladders.
- j) Provide complete details for typical, atypical and/or unusual roof and building design conditions. Details shall be shown at a large scale and preferably in isometric projection. Details shall include, but not necessarily limited to, metal roof edging, roof edging joint covers, roof edging corners, transitions from expansion joint covers to roof edging, area dividers defined as separation of roof areas where building changes direction, or deck changes direction or construction, control joints defined as joints to relieve membrane stresses for roof lengths over 200 feet. Also, include details for expansion joints defined as through-building expansion joints, roof access hatches with

ladder details, exterior roof access ladders, skylights, roof drains, roof overflow scuppers, hot and cold stacks, HVAC equipment curbs, pipe and conduit curbs, parapet wall and abutting building wall base flashing or counter flashing, parapet caps or copings with joint and corner details, gutters and downspout details. Check surface conditions for downspout discharge as with splash-pans or check for possibility of tie-ins with subsurface drain lines complete with catch basins as required.

1) For re-roofing projects, if available, CAD drawings may be furnished to Designer, of the roofing area/areas, or the moisture survey Non-Destructive Evaluation (NDE) report with scale drawings showing all items/components existing on the roof area/areas. The information for the drawings and other pertinent information will be furnished at the Pre-Design Conference. Designer shall conduct a survey of the roof areas accompanied by the User Agency contact person and the User Agency Maintenance Superintendent to determine and agree upon which existing rooftop components have been abandoned or damaged and must be removed from the roof deck. These components include, but are not necessarily limited to, skylights, plumbing vent stacks, gravity vent housings, power vent units, antennae, and gas and/or conduit piping with curbs. The components shall be shown on the Construction Documents Phase plans and identified by note for removal in the work of the project. Condition of all existing roof drains are to be reviewed to determine if replacement is needed. Photographs shall be made by the Designer as a historical permanent record and for prevention of future misunderstandings. If any rooftop equipment units are to be temporarily removed for the reroofing work but shall be re-installed, a careful inventory of each unit shall be made for the project file, including photographs and written descriptions of the visual and operating condition of each unit. In the review process, the User Agency will confirm the existing rooftop components to be removed. All items declared abandoned and no longer in use shall be permanently

"x" marked with exterior yellow spray paint. The use of photographs on the drawings is approved and encouraged.

- 2) Provide complete roofing system specifications for a minimum of two manufacturers which shall include all work done by the Roofing Contractor to achieve an undivided and single source responsibility:
  - a) Specify completely the roofing system. If Manufacturer's names and numbers are used, the complete descriptions and specifications shall also be given. Manufacturer's numbers change as often as annually and serve no useful purpose as future reference data for the Owner and the User Agencies if used with no other correct specifications.
  - b) State the following on roof systems other than SBS modified Bitumen:
    - 1) An approved manufacturer shall have been in business manufacturing in the United States a minimum of (5) five years and the roofing system specified has been applied for (5) five years in the same type climatic zone as the geographic location of subject project. This office requests a list of qualifying applications that can be documented as having been applied and performing well. This office requests the performance records of at least 3 roofs with addresses, locations and telephone numbers of contact persons. This information will expedite FP&C inspections of manufacturer's systems applications.
    - 2) Roofing Contractor shall have the highest level of certification issued by the roofing system manufacturer prior to bidding and shall provide a letter stating such after bids are received and before a contract is executed.
2. In addition to the required State Codes, the following criteria is recommended:
  - a) The National Roofing Contractors Association (NRCA) publications:
    - 1) "THE NRCA ROOFING AND WATERPROOFING MANUAL", current edition.
    - 2) "Quality Control in the Application of Built-up Roofing", current edition.

- 3) "Guidelines for Roof Mounted Outdoor Air Conditioner Installations", current edition.
  - 4) "Roofing Materials Guide", one for low slope and one for steep slope roofs, current edition.
  - 5) "ENERGY MANUAL", current edition. Provide R-values for existing systems and R-values for new systems. The required R-Values will vary and can be obtained from FP&C Engineering.
- b) The Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA), ARCHITECTURAL SHEET METAL MANUAL, current edition.
  - c) Underwriters Laboratories, Inc. (UL), "ROOFING MATERIALS AND SYSTEMS DIRECTORY", "FIRE RESISTANCE - VOL. 1 DIRECTORY", "FIRE RESISTANCE - VOL. 2 DIRECTORY.", and "BUILDING MATERIALS DIRECTORY", current annual editions. Use Class A fire rating unless directed otherwise by FP&C.
  - d) Factory Mutual System (FM), meeting FM "Approval Standard, Class I Roof Covers Class Number 4470", current edition with current supplements and "Approval Standard, Class 1 Insulated Steel Deck Roofs. Class Number 4450" current edition with current Supplements. Design for wind uplift resistance according to applicable Loss Prevention Data Sheets and the current annual Approval Guide, with current supplements. Use current FM data for wind uplift pressure resistance for Class 1-90 Windstorm Classification, which will be required for all State owned building roofs.
  - e) American Society for Testing Materials (ASTM), current annual edition, including product association standards, e.g. those of (AAMA) American Architectural Manufacturers Association; and (ANSI) American National Standards Institute; (AISI) American Iron & Steel Institute; (CDA) Copper Development Association; (SPRI) Single Ply Roofing Association; (SPI-PFCD) Society of the Plastics Industry, Polyurethane Foam Contractors Division.
- f) Miscellaneous publications not listed above are available through National Roofing Contractors Association (NRCA) "Publications and Audio Visuals Catalog".
  - g) MANUAL OF LOW SLOPE ROOF SYSTEMS, authors are C. W. Griffin and Richard Fricklas, obtainable from McGraw-Hill Book Company available November, 1995.
3. Miscellaneous Criteria
- a) Specify:
    - 1) That as-built documents shall be furnished by the Designer and shall include plans with details, specifications, all change orders and certain shop drawings all of which shall be furnished before Final Acceptance to the User in a 3-ring binder.
    - 2) Depending on type roofing it is recommended to prime all surfaces of embedded metal which will directly receive roofing or roofing flashing. Use ASTM D-41 Asphalt primer, latest version.
    - 3) In Quality Assurance Section or Paragraph, that the State has the right to sample ALL roofing products on site for testing by an accredited laboratory if deemed essential to do so and without advance notice.
    - 4) In complying with Wind Uplift Resistance, specify for steep roofing design under shingles or metal roofing that a minimum of 30# felts be used, but all in compliance with selected manufacturers' recommendation and specifications. Reference NRCA Roofing Materials Guide for both low slope and steep slope roofs to check technical information, dates, etc.
    - 5) Department preferences with reference to the specifications i.e. for sheet metals: Copper, Kynar 500 or Hylar 5000 finished metal, soft stainless steel, aluminum. In general, do not use galvanized metal, and if used, only where metal is not exposed to exterior elements and only with FP&C approval. Do not use proprietary and specialized coatings without FP&C approval. The Designer shall investigate product performance records and submit the documentation which shall, as a minimum, state the time-in-place, color retentions, impact resistance, etc.

4. ROOFING CONFERENCES are required to be called for and conducted by the Designer. It is recommended, depending on the size and scope of the project, that three roofing conferences be held, that is, two pre-roofing conferences and one conference at final inspection for project wrap-up. See Roofing Agenda for complete information.

B. Incorporate a statement in the Specifications that FP&C may, at their option, select and employ at FP&C'S expense:

1. A roofing systems Consultant to review the Construction Documents and/or perform surveillance during any installation of substrate, roofing, flashing and any other part of the total roofing system.
2. An independent roofing inspection service specializing in performing Non-Destructive Evaluation (NDE), for moisture detection purposes, before the final acceptance of the roofing or before the end of the roofing Guarantee Period.
3. Have a full time representative on site during the roofing installation. Additionally, FP&C may conduct a moisture survey using FP&C's Roofing Section personnel and equipment prior to the Department's approval and acceptance of the roofing contract. Discuss this with Facility Planning and Control before completing Construction Documents.

C. State in the specifications that the representatives of the Designer, FP&C, User Agency, the General Contractor, the Roofing Contractor and Roofing Manufacturer's technical representative shall make inspections of the roofing system toward the end of the one (1) year warranty period and toward the end of the Roofing Contractor's two (2) year guarantee period. Further, the Roofing System Manufacturer's authorized technical representative shall inspect the roofing system near the close of the Manufacturer's Guarantee. A written report shall be submitted to FP&C, with a copy to the User, by the Roof System Manufacturer's representative within seven days of each site visit..

The Roofing Contractor or Roofing Systems Manufacturer, as applicable, shall make approved repairs and/or replacements covered by the Guarantee. State that the project will not be accepted until the Roofing Contractor's Guarantee and the Roofing Manufacturer's Guarantee are both executed in strict accordance with the Contract Documents and data from "Paragraph G" below in these Instructions and have been submitted to and accepted by the Owner.

D. Include in specifications that "The roofing system product supplier shall furnish the Roofing Contractor with Material Safety Data Sheet/Sheets (MSDS), incorporating OSHA approved form, current edition." State that "Said sheets shall be available at the site at all times until project completion." A copy shall be filed in the project file with FP&C.

E. The Designer shall carefully coordinate and cross reference his roofing system documents with the Mechanical and Electrical Engineers and shall not duplicate information and individual responsibilities. For undivided responsibility, all work for the roofing shall be specified as a system and shall be performed by the Roofing Contractor who shall coordinate with and not infringe upon the traditional jurisdictions of other trades. Details which deal with roof penetrations, supports for mechanical equipment and other related details such as drains which will have an effect on the roofing system, shall be shown on the architectural drawings. Refer to A.1) g) of these Instructions.

F. Specify that the Roofing Contractor shall submit to the Designer, in 3-ring binders, three (3) copies each of all roofing data, including manufacturer's catalogs/manuals of materials and accessories used in the Project, including manufacturer's guarantee and maintenance recommendations, for distribution to the User, Umbrella Agencies and Designer.

G. Roofing Contractor's Guarantees

1. Standard "Roofing Guarantee" forms have been developed for your information and guidance in preparing the specifications for Capital Outlay construction projects.

**Form FPC-R1**----is to be utilized on projects where the Roofing Contractor acts as a Subcontractor to a prime General Contractor.

**Form FPC-R2**----is to be utilized on roofing projects where the Roofing Contractor acts and performs as the Prime Contractor.

**Form FPC-R3**----is to be utilized on metal roofing projects.

2. The applicable guarantee form is to be made a part of the roofing specifications and bound with same in the specification manual. Additionally, paragraphs are to be inserted in the roofing technical specification section to convey the following intent:

- a) The roof system and associated work, as defined in H 3. below, shall be guaranteed against leaks from faulty or defective materials and workmanship for an applicable period shown on guarantee, starting on the date of FP&C's Final Acceptance of the project.
- b) The "Roofing Guarantee" shall be executed in duplicate, signed by the appropriate parties and submitted to FP&C processed through the Architect.

#### H. Roofing Manufacturer's Guarantee

1. A separate either ten (10) or twenty (20) year guarantee of the roofing system shall be furnished by the manufacturer of the materials. The sample form of the guarantee shall be delivered to the Architect from the manufacturer processed through the Contractor. The manufacturer is to include a list of all component parts of the roofing system that shall be guaranteed. The manufacturer's letter shall also state approval and acceptance of the installer of the roofing system. This form, list and letter shall be received and reviewed by the Architect for compliance as a shop drawing prior to conducting the Preliminary Roofing Conference.

2. The Roofing Manufacturer's Guarantee/Warranty shall guarantee at the manufacturer's own cost and expense, to make or cause to be made such repairs to/replacement

of, to correct any and all faulty installations or materials of the roofing system, to keep the roofing system in a watertight condition throughout the guarantee period. The guarantee shall not be prorated. The Manufacturer's specific exclusions shall be itemized, reviewed and approved by the Owner prior to signing the contract with the approved General Contractor. The fully executed guarantee shall be delivered to the Architect in three original counterparts prior to Final Acceptance of the Work. Signature by Facility Planning & Control shall not be a condition of a valid guarantee. All riders or attachments noting changes to the original guarantee shall be so noted on the face of the original guarantee.

3. The definition of the roofing systems which are to be specified and guaranteed in the appropriate Section of the Specifications includes the materials and methods used from the deck up. Items typically excluded from the guarantee/warranty are the metal counter flashing, edging, caps and copings, vent covers (pre-manufactured), expansion joint covers and roof drain assemblies unless items are included by prior approval of FP&C in which case included items will be specified as inclusive.

**NOTE DESIGNER:** Use the Agenda found in the front end documents for roofing conferences and follow the information given but eliminate any specific information, terminology or items not applicable to the designer's particular project.



## AGENDA FOR PRELIMINARY ROOFING CONFERENCE

**PURPOSE:** Establish a direct line of communication, iron out initial questions regarding the project and to review project submittal requirements.

**TIMING:** The meeting should be held shortly after award of the Contract and at least six weeks prior to the anticipated start of roofing.

1. A complete set of Contract Documents (plans and specifications) to be available for review.
2. All meeting minutes to be furnished to all parties. Establish project record keeping procedures.
3. Review tentative progress schedule for roofing. Set approximate date.
4. Review roofing system and insulation requirements.
5. Weather considerations as they may apply to the project roofing installation.
6. Temporary roofing guidelines for the project. Who and when will final decision be made, if necessary.

7. Inspection and Testing Requirements:  
\_\_\_\_\_ Name of  
Inspection Firm:  
Name of inspector:  
Phone:

- 
- a. On-Site Inspection - Discuss project requirements.
  - b. Laboratory Tests

8. Roof Deck:

Type and Thickness:  
2011

---

Slope:\_\_\_\_Location and Type of Drains:

---

Tentative Schedule for Erection:

---

Nailers, curbs and sheet metal must be completed prior to roofing application. Review FM or UL requirements

9. Anticipated material storage areas and equipment set-up locations touched upon. Review requirements.

10. Specific submittals from the Roofing Contractor:

- a. Material approval list
- b. Shop drawings (if any)
- c. Product material brochures and samples
- d. Manufacturer's Guarantee review for compliance with specifications

11. Specific project detail discussion. (Include perimeter wall construction and rooftop mechanical equipment details.)

12. Other:

---

13. Review above items briefly and establish date for tentative Pre-Application Conference.

## AGENDA FOR ROOFING PRE-APPLICATION CONFERENCE

### PURPOSE:

- To verify readiness of the project structure
- To review assignments of Preliminary Conference
- To scan last minute details, changes or corrections
- To review anticipated schedule of progress

TIMING: Within one week of roofing application

ATTENDANCE: List attendees

*(The roofing job superintendent or foreman and the project roofing inspector should attend this meeting.)*

1. Copies of approved submittals should be available for review. Are any material changes required due to availability problems or other? Reminder that formal approvals are still required.
2. Review minutes of Preliminary Conference.
3. Discuss revised Roofing Application Schedule.
4. Equipment set-up and on-site material storage.
5. Deck Readiness:
  - a. Any required roof deck certifications must be in order
  - b. Rooftop inspection by those in attendance
  - c. Drain hookups complete
  - d. Curbs, nailers, roof deck penetrations, perimeter edges and mechanical equipment - should all be set and complete

6. Review roof system, including insulation above deck. Discuss the required application of each to the other components.

- a. Bitumens, felts, use of EVT, all typical application methods and any special techniques required for specified system.
- b. Mechanical or adhesive attachments.
- c. Vapor Retarders
- d. Flashings
- e. Saddles and/or crickets
- f. Venting
- g. Sheet metal

7. Phase Construction Guidelines for project. Factors affecting guidelines include local practices, climate and weather considerations. Tie-offs at days end.

8. Temporary roofing final decisions.

9. Housekeeping, material handling and finished work protection requirements.

10. Inspection and testing requirements - who, frequency, type method of testing, point of application temperature readings, reporting, etc.

11. Project changes in plans, specifications or procedures to be followed - discuss and establish who can approve and how documented.

12. Warranties, guarantees, manufacturer bonds or maintenance agreements (terms, types, who issues, when) for roofing and sheet metal material.

## NOTES

## AGENDA FOR ROOFING FINAL INSPECTION AND WRAP-UP

**PURPOSE:** To assure 100% completion of project requirements.

**TIMING:** Just before the Roofing Contractor concludes his work at the site.

1. Attendance should include those in attendance at the Pre-Application Conference.
2. Complete rooftop walk over and review:
  - a. Perimeter edges
  - b. Walls
  - c. Curbs and other equipment
  - d. Drains
  - e. Rooftop penetrations
  - f. Site cleanup
  - g. Sheet metal
3. Final Punch List establishment of items to be completed. Copies to all parties.

4. Summary of project records. Organize for final file. Wrap up any loose ends. Checklist for final documents should include:

- a. Warranties, guarantees, manufacturer bonds, or maintenance agreements
- b. Inspection forms, reports, certificate of final completion
- c. Laboratory final reports (if any required)

5. Recommendation for routine maintenance program to owner.

6. Discuss responsibility for roof system protection until project completed. Responsibility for coordination usually rests with General Contractor. Any damage or additional work to be conducted by original Roofing Contractor in order to keep original guarantee valid.

7. Final acceptance by the owner will not be made without submittal and approval of fully executed guarantees for each type of roof installed, which shall include, but not necessarily be limited to the Roofing Material Manufacturer's Guarantee, Roof Completion Information Form and Contractor's Guarantee on FPC-R1, FPC-R2 or FPC-R3.

## NOTES

## ROOF COMPLETION INFORMATION

Facility Name \_\_\_\_\_ Building Name \_\_\_\_\_  
 Site I.D. \_\_\_\_\_ Building I.D. \_\_\_\_\_ Project No. \_\_\_\_\_  
 Roof Section \_\_\_\_\_ Replacement \_\_\_\_\_

- | Roof Type:       | Surfacing Type:        | Bitumen Type:        | Drainage Type:               |
|------------------|------------------------|----------------------|------------------------------|
| 1. BUR           | 1. Gravel              | 1. Hot Asphalt       | 1. Over the Edge             |
| 2. SBS Mod. Bit. | 2. Smooth Uncoated     | 2. Torched Asphalt   | 2. Roof Drains               |
| 3. APP Mod. Bit. | 3. Modified Asphalt    | 3. Cold Process      | 3. Perimeter Gutter          |
| 4. PVC/CPV       | 4. Ceramic Granules    | 4. Pitch             | 4. Internal Gutter           |
| 5. PUF           | 5. Silicone            | 5. Modified          | 5. _____                     |
| 6. Metal         | 6. Acrylic             | 6. None              |                              |
| 7. Shingle       | 7. Urethane            | 7. _____             | <b>Total Penetrations:</b>   |
| 8. Tile          | 8. Aluminum            |                      | _____                        |
| 9. _____         | 9. _____               |                      |                              |
| <b>Slope:</b>    | <b>Deck Type:</b>      | <b>Insulation:</b>   | <b>No. of Piles:</b>         |
| 1. None          | 1. Structural Concrete | 1. Polyurethane Foam | _____                        |
| 2. 1/8 in./ft.   | 2. Gypsum              | 2. Fiberglass        | <b>Insulation Thickness:</b> |
| 3. 1/4 in./ft.   | 3. Metal               | 3. Perlite           | _____                        |
| 4. 1/2 in./ft.   | 4. Lt. Wt. Concrete    | 4. Tapered Perlite   | <b>Roof Area (sq. ft.)</b>   |
| 5. _____         | 5. Cement Fiber        | 5. Polystyrene       | _____                        |
|                  | 6. Wood                | 6. Wood Fiber        |                              |
|                  | 7. _____               |                      |                              |

**Roofing Contractor:**  
 \_\_\_\_\_

Address:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Roofing Contractor's Telephone: \_\_\_\_\_

**Roofing Manufacturer:**  
 \_\_\_\_\_

Address:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Roofing Manufacturer's Telephone: \_\_\_\_\_

Warranty Beginning Date:  
 \_\_\_\_\_

Warranty Ending Date:  
 \_\_\_\_\_

Roof Warranty Number:  
 \_\_\_\_\_

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

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

## Facility Planning & Control

### 5. GUIDELINES FOR MECHANICAL DESIGNERS

The following are instructions for the Designer's Mechanical Engineer's use in preparing Mechanical Designs for State Owned projects:

1. Mechanical submittal requirements for the Schematic Design and Design Development Phases can be found in the General Instructions to Designers. Mechanical Design/Documentation services during the Construction Documents Phase consisting of final working drawings and equipment specifications including but not limited to the following:
  - a. Mechanical Site Plan shall include water supply location and test information.
  - b. Plumbing details, including water and sewage riser diagrams for all plumbing fixtures
  - c. Plumbing fixture schedules may be shown either on the drawings or in the Mechanical Specifications
  - d. Heating, ventilating and air conditioning plans with double line ductwork shown where required, and CFM requirements at each supply, return and exhaust outlet.
  - e. HVAC Details and Equipment Schedules
2. Facility Planning prefers to use proprietary specifications above all others, whenever possible. See Instructions on Standard Forms and Specifications for specifics.
3. Use either NPLV or IPLV as defined by ARI Standard 550/590-98 in denoting the efficiency of chillers. When the type and size of a chiller is determined, contact two major manufacturers to obtain the efficiency of the unit. In all cases, at least two manufacturers must be able to meet the efficiency listed in the specification. This efficiency rating method shall be used in lieu of the KW/Ton rating that FP&C has historically used. Chillers shall be ARI certified and bear the ARI label.
4. The use of multiple compressors and multiple refrigerant circuits is strongly recommended where practical in order to insure that users are not left without any cooling when chiller problems occur.
5. The choice of refrigerants shall be discussed with the User Agency and FP&C early during design. Refrigerant R-22 shall not be specified without the approval of FP&C.
6. Include in the Mechanical Specifications that the Mechanical Contractors shall submit to the designer, as soon as feasible after award of the Contract, equipment room layouts at a scale not less than 1/4"=1' showing the layout of the actual equipment to be used. The Designer shall ensure that all specified models fit in the equipment room(s.)
7. Do not provide hot water to rest rooms in general purpose buildings. If you have any questions, contact FP&C.
8. Use of any asbestos containing materials is strictly prohibited.
9. Minimum size of plumbing vents through the roof shall be 2".
10. All HVAC penetrations, equipment, pipe and conduit curbs shall be carefully coordinated with the Mechanical Layout, taking care not to have roof penetrations of any kind or runs of pipes within a minimum of one foot from any edge curb, expansion or control joint.
11. Details which deal with roof penetrations, supports for mechanical equipment and other related details occurring on roofs such as drains, shall be shown on the Architectural Drawings. The Mechanical Engineer shall verify with the Architect that these details have been provided.
12. All air handlers and water heaters shall have 16 gage galvanized steel safety drip pans. Water collected by these pans shall be piped to a floor drain.

13. All air handlers shall have double wall construction. The cooling coil casing and the internal drain pan shall be made of stainless steel or other non-corrosive material. The drain pan shall have a 2-way slope and be IAQ (ASHRAE) specified.
14. For new construction, no air conditioning units, ductwork, or cooling towers will be located on the building roof without the written approval of FP&C. For renovation work, this equipment shall be removed from the roof wherever possible. Minimize roof penetration.
15. Indicate walking surfaces on roof (to be provided by others) for all Mechanical Equipment that has to be maintained by the User Agency. Verify and coordinate the detail with the Architect.
16. For the Construction Documents Phase transmittal, all ductwork from the air handling units through congested areas such as corridors shall be shown double line and shall be drawn to scale. Cross sections of these areas shall be detailed showing all ductwork, piping, etc. to insure that conflicts do not occur.
17. Underground chilled and hot water piping and fittings shall be pre-insulated steel unless approved otherwise by FP&C. All joints shall be insulated in a manner approved by the piping manufacturer.
18. Both Variable Air Volume (VAV) and Direct Digital Control (DDC) systems should be strongly considered by the Mechanical Engineer wherever practical. Pneumatic controls shall not be specified without the approval of FP&C.
19. Fume hoods may be equipped with Variable Air Volume (VAV) exhaust and make-up air systems if appropriate. Constant flow and low flow fume hood designs should also be considered. Ceiling diffusers in the vicinity of fume hoods shall be either perforated or dome-shaped type. Coordinate the connection of fume hoods and fume hood ductwork with the architect. Where possible, connect multiple fume hoods to a single exhaust fan plenum in order to reduce the number of required exhaust fans.
20. Use variable speed drives instead of adjustable inlet vanes on variable air volume air handling units.
21. All Mechanical components shall be chosen with efficiency in mind. Variable speed drives shall be specified where practical.
22. Water piping in HVAC systems shall be color coded and shall have directional flow arrows along its entire length in the mechanical equipment room. All zone valves shall be identified by unique numbers in the field and on the drawings.
23. Air handlers shall be of double wall construction with access doors and external lube lines for any internal bearings.
24. Multi-zone air handlers shall not be used without the written approval of FP&C.
25. The engineer shall not specify that a factory test of any mechanical equipment should be performed in his presence or otherwise. Instead, he shall specify that equipment must meet commonly used national Standards such as those of ARI or CTI.
26. Buildings and other locations having a fire protection sprinkler system shall be of an approved piping material as listed in the latest adopted edition of NFPA 13 except that non-metallic pipe may not be used. When steel pipe is used, it shall be schedule 40 through 4" diameter. At the designer's discretion, schedule 10 steel pipe may be used for larger pipe sizes.
27. It shall be the responsibility of the designer to, determine the hazard classification of the sprinkler system and identify the hazard classification in the Construction Documents, have performed a flow test during the Schematic Design phase to determine that the quantity and pressure of the water is sufficient for the sprinkler system (with a mandatory 15 pound cushion), show the location where the fire line enters the building, the location of the fire department connection, the location of the sprinkler heads throughout the building and, where required, the location of the fire pump,

- dry pipe valves, and fully specify the construction materials required for the sprinkler system. The sprinkler contractor shall prepare and submit shop drawings to the design professional for his review and approval. The design professional shall submit the shop drawings bearing the design professionals shop drawing review stamp to the Fire Marshal's office after it is determined by the Designer that the design is correct. Plans shall show all areas protected by sprinklers and alternative forms of suppression as well as areas that need special consideration such as dry pipe areas, anti-freeze areas, pipe routes through unheated attics, etc.
28. Rolled groove pipe fittings shall be used in sprinkler systems wherever possible. The use of flanged pipe is discouraged.
  29. Schedule 40 galvanized steel pipe with rolled grooved fittings shall be used when possible in all dry or pre-action sprinkler systems in order to limit corrosion. Both the interior and exterior of the galvanized pipe shall be inspected after the grooving process to check for damage to the galvanizing. Any damaged areas must be repaired before the pipe is put in place.
  30. Design of any sprinkler system other than wet pipe shall require written approval from Facility Planning and Control.
  31. Water heaters, both electric and gas, shall have installation approval certificates from the state boiler inspector.
  32. Use external duct insulation where possible to avoid problems with indoor air quality. The use of internally lined duct will be allowed in special cases where noise attenuation is necessary.
  33. Heating, where VAV systems are used, shall be an integral part of the VAV box. Separate perimeter heating shall not be used in such cases without the approval of FP&C.
  34. Under no circumstances shall a room's temperature be controlled or influenced by two or more thermostats.
  35. Economizers shall not be used unless approved by FP&C. The designer will be expected to document expected performance and effectiveness before acceptance is granted.
  36. Heating coils shall be included in all areas of the top floor of every building. Heating coils shall be used in internal areas on floors other than the top floor at the designer's discretion.
  37. Cooling coils shall not have more than 10 fins per inch so that the coils can be easily cleaned.
  38. Avoid mixing such diverse areas as offices, labs, conference rooms or classrooms on the same VAV box. A single VAV box shall not serve more than three (3) offices/or similar areas.
  39. All non-metallic underground lines shall be equipped with a tracer wire and identification tape at the time of installation.
  40. The latest version of ASHRAE Standard 62 shall be used during design in order to provide acceptable indoor air quality.
  41. Provide opposed blade dampers at each supply register or grille. The dampers shall be adjustable from within the room.
  42. Flexible duct attached to ceiling diffusers shall not be more than 5' long.
  43. The use of duct board for ductwork is prohibited.
  44. Cooling towers of stainless steel construction is preferred and shall be specified unless approval of FP&C is obtained to do otherwise. The use of corrosion resistant cooling towers may be considered by the design engineer, also with approval of FP&C. Cooling towers of galvanized steel construction is prohibited. Cooling towers shall be Cooling Tower Institute (CTI) certified and bear that label. Both cross flow and counter flow type cooling towers will be allowed unless the User Agency

provides a reasonable, written objection to the use of one of the two types.

45. The engineer shall consider the long term cost of both hot water heating and electric heating before choosing the type of heating to use in a building.
46. General purpose buildings shall be kept under a positive pressure of approximately 0.02" water gauge in order to limit the infiltration of indoor air quality contaminants.
47. Coordinate required size of equipment rooms with prime designer (from small air handling rooms to main boiler rooms) in order to maintain a minimum allowance of three feet around each major piece of equipment. This applies to each side that requires maintenance of any type and a minimum of 3 sides for access purposes. Provide additional space for changing filters, motors, shafts, bearings, pumps, etc. Provide sufficient space for cleaning and/or replacing tubes in boilers and chillers, shafts, etc. as per the manufacturer's recommendations.
48. Designer shall insure on drawing and specifications that all penetrations (i.e. ductwork, piping etc.) in rated vertical and horizontal partitions are properly protected in accordance with referenced codes to maintain the rating of the partition.
49. Floor drains in restrooms, janitor's closets, etc. shall be equipped with a device to insure that the trap does not dry out. It is suggested that the flush valve for a toilet or urinal near the floor drain be equipped with a trap adapter so that a small amount of water from the flush valve can be routed through a copper line to the p-trap in the floor drain each time the valve is used.
50. For new construction, mechanical rooms used as return air plenums shall not be allowed unless prior approved by FP&C. No floor drains are allowed in the mechanical equipment rooms that are used as return air plenums. Water collected must be piped out of the equipment room. For renovations, existing floor drains in equipment rooms used as return air plenums may remain as long as the total project cost for plumbing work does not exceed \$15,000.
51. Mechanical equipment rooms on exterior walls are preferred by FP&C wherever possible.
52. The contractor shall hire a Testing and Balancing firm to perform testing and balancing on each project. Specific requirements concerning this matter are on the following section.
53. Designer shall contact the local fire department to determine the need for fire hydrants. If new fire hydrants are need for the protection of this facility, they shall be included in the construction contract with approval of Facility Planning & Control.
54. Due to homeland security concerns, consider isolating the air flow in mail rooms, lobbies, waiting rooms, and such to insure that air from those areas is not distributed to other parts of a building. Fresh air intakes should be located well above the ground when possible, and greater than normal filtration should be considered in order to reduce or eliminate potential chemical and biological agents.
55. All installed ductwork shall be in a clean, new, first class condition. The designer shall specify that the contractor is responsible for keeping the ductwork clean during construction as required using such methods as sealing all openings except when attaching additional sections. Specifications shall state that air handling units, ductwork and all associated items shall be cleaned or replaced at no cost to the Owner if allowed to get dirty. All air systems shall have appropriate filters in place during construction and replaced with permanent filters upon completion of project.
56. For all air handling systems 2000 cfm and above, minimum filtration that includes two media banks with the first having a 30% nominal efficiency and the second having a 65% nominal efficiency shall be required.

# Facility Planning & Control Testing and Balancing Requirements State of Louisiana

1. The TAB (Testing and Balancing) contract shall be between the contractor and the TAB firm.
2. All TAB deficiencies shall be corrected when found. Any deficiencies that are (for whatever reason) not corrected immediately shall be shown in the TAB report and listed on a summary sheet in the front of the TAB report. **The TAB report must be completed and accepted by the Mechanical Engineer before the project is accepted** and all items on the summary sheet shall become punch list items with dollar values assigned to them.
3. TAB firms must be certified by either the AABC (Associated Air Balance Council) or the NEBB (National Environmental Balancing Bureau) in order to perform work on state projects. Falsification of a TAB report will not be allowed and will lead to the reporting of that firm to the respective national certification agency.
  4. Verification of TAB firm certification may be confirmed by contacting the certification agencies.
5. FP&C reserves the right to hire a second TAB firm to review the TAB report of the first. FP&C also reserves the right to hire a second TAB firm to check the work of the first TAB firm.
6. The following “verification” statement shall be included in the TAB section of the Specifications:

“At the time of final inspection, the TAB agency may be required to recheck, in the presence of the owner's representative, specific and random selections of data, air quantities, and air motion recorded in the certified report. Points and areas for recheck shall be selected by the owner's representative. Measurements and test procedures shall be the same as approved for the initial work for the certified report. Selections for recheck, specific plus random, shall not exceed 10% of the total number tabulated in the report.”
7. Shop drawings must be provided to the TAB firm no later than 30 days after the final, approved shop drawings have been returned by the designer to the contractor.
8. Coordination between the TAB firm and the contractor shall be left strictly to those parties.
9. Duct leakage testing shall be the responsibility of the mechanical contractor or his subcontractor.
10. Fire and smoke damper testing shall be done by the contractor and **witnessed** by the TAB firm.
11. The designer shall only include TAB work that he feels is required for the project.

## Facility Planning & Control

# 6. ENERGY CONSERVATION ANALYSIS REQUIREMENTS AND SUSTAINABLE BUILDING STANDARDS

### ENERGY CONSERVATION ANALYSIS

Articles 7.1.3-4 and 7.1.4-3 of the "Louisiana Capital Improvements Projects Procedure Manual for Design and Construction," 2006 Edition, require that the Designer shall prepare an energy Conservation Analysis for each project.

All new state owned buildings and all applicable alterations and repairs to state owned buildings (as defined in R.S. 40:1574(C), (D), (F) and (G))\* must be determined to meet the energy efficiency requirements of the state energy code (currently ASHRAE 90.1-2004). From July 1, 2011 and thereafter ASHRAE 90.1-2007 will become the state energy code and each major facility project initiated from that time forward must meet the requirements of ASHRAE 90.1-2007. The Designer may use prescriptive means to make this determination or may use an approved computer program. Currently the approved program is COMCheck 3.7.1 with ASHRAE 90.1-2004 (ASHRAE 90.1-2007 on or after July 1, 2011) selected as the code option. COMCheck may be downloaded from <http://www.energycodes.gov/> on the web.

The Designer shall provide a report to the Project Manager with the Design Development Phase Submittal (and if appropriate, at other phases of the design) that shall include proof that the building meets or exceeds the above mentioned state energy code requirements in terms of the building envelope, lighting and mechanical equipment. The Designer shall include in his submittal either the pertinent completed forms or a computer print out from the program he used to determine that the building meets all energy efficiency requirements. In all cases, the Designer shall include (on 8 ½" x 11" sheets of paper) a schedule of materials and the pertinent values for those materials that he used in making this determination.

### SUSTAINABLE BUILDING STANDARDS

RS 40:1730.49 defines a Major Facility Project as a state-funded new construction building

project larger than five thousand gross square feet or a state-funded renovation project which involves more than fifty percent of the replacement value of the facility or a change in occupancy. A major facility project shall not mean a building, regardless of size, which does not have conditioned space as defined by Standard 90.1 of the American Society of Heating, Refrigerating, and Air Conditioning Engineers.

Furthermore, in accordance with RS 40:1730.49, each Major Facility Project must be designed and constructed to meet sustainable building standards. In order to achieve the required sustainable building standards, each major facility project shall be designed and constructed to earn at least 25 points as described on the FP&C Environmental Building Rating System Checklist which references ASHRAE Standard 189.1-2009. The total of 25 points must include at least 2 points from Section 6 – Water Use Efficiency and at least 6 points from Section 7 – Energy Efficiency. If any requirement of the FP&C Environmental Building Rating System Checklist and/or ASHRAE Standard 189.1 is found to be in conflict with any requirement found in the "Louisiana Capital Improvement Projects Procedure Manual for Design and Construction", "Instructions to Designers", or any other design or construction code or standard currently in use by Facility Planning and Control, that prior existing code or standard shall govern.

The Designer, as part of his basic services, shall design the project to meet the functional requirements of the Owner within the budget established for the project and with the most practical energy efficient design possible.

The Designer shall evaluate the following elements for the project, and shall provide a written report to the Owner with the Schematic Design Phase Submittal setting forth recommendations for the design of the facility that will result in a building that consumes a practical minimum amount of energy and indicating the methods or design features proposed to achieve compliance with the

FP&C Environmental Building Rating System. The report shall be organized according to the FP&C Environmental Building Rating System Checklist format. Elements to be considered include the following:

1. Site Sustainability
2. Water Use Efficiency
3. Energy Efficiency
4. Indoor Environmental Quality
5. Impact on the Atmosphere, Materials, and Resources
6. Construction and Plans for Operation

At the time of the Schematic Design Phase Submittal, and also with the submittal for each subsequent design phase, the Designer shall include an up-to-date, completed FP&C Environmental Building Rating System Checklist.

The Designer shall provide a report to the Project Manager with the Construction Document Phase Submittal explaining which items in the plans and specifications correspond to each point indicated as earned on the FP&C Environmental Building Rating System Checklist.

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***\*The pertinent Subsections of R.S. 40:1574 are reproduced below. Please note that for state owned buildings, Facility Planning and Control shall make judgments concerning energy conservation issues rather than the state fire marshal.***

C If within any twelve month period, alterations or repairs costing in excess of fifty percent of the then physical value of the building are made to an existing building, such building shall be made to conform to the requirements of the code for new construction.

D Where an entire floor of a facility, building, or structure is substantially renovated, that floor shall be made to conform with requirements of the code for new construction to such extent as the state fire marshal may determine to be practicably feasible, provided however, and

notwithstanding the provisions of R.S.40:1578.1(A), the board of review shall be the final authority on issues of practical feasibility.

E The physical value of a building in Subsections C of this Section may be established by an appraisal not more than three years old, provided that said appraisal was performed by a certified appraiser, or by the tax assessor in the parish where the building is located. In the absence of such an appraisal, the physical value of the building in Subsection C of this Section shall be established by the state fire marshal.

F The cost of alterations or repairs in Subsections C of this Section may be established by an estimate signed by a licensed architect, by a licensed general contractor, or in the absence of either such licensed person, by the state fire marshal.

## Facility Planning & Control

# 7. GUIDELINES FOR ELECTRICAL DESIGNERS

The Electrical Designer shall comply with all requirements applicable to this Project. Applicability of requirements shall be addressed during the Pre-Design Conference: Electrical Design shall comply with the applicable articles in the current State adopted codes and laws for electrical systems in/on State owned or leased facilities.

The minimum services required, at each Phase Submittal of the Electrical Design are listed in the General Instructions to Designers. For the purposes of this document, special systems are any systems not required by codes, but which the Owner approves. Examples of special systems are: CATV/CCTV, fire alarm (when not required by code), intercom/paging, lightning protection, nurse call, PA, security, telecommunications distribution, TVSS, etc. All Design Phase and Construction Documents submitted must be project specific. Submittals with insufficient information or information not applying to the Project will be rejected and returned. Requirements that shall be included, at the appropriate phase of the project, shall include, **but not be limited to**, the following:

***NOTE: It is the responsibility of the Prime Designer, Sub-Designer(s), and/or Lessor to ensure that all electrical and communications systems and associated space quantities, sizes and environments are coordinated to meet all requirements herein. In the event of ambiguities, the more stringent shall prevail.***

### Electrical Equipment Rooms

1. The rooms shall be designed for electrical lighting and power control equipment only. This space shall not be shared with communications, fire alarm, mechanical, and/or security systems equipment.
2. The locations of the rooms shall be as close to the load center as feasible so as to minimize the lengths of sub-feeders and branch circuits. The room elevation shall be above any potential floodwater.
3. The room shall be provided with the proper architectural, HVAC, and lighting environment for electrical equipment. Ensure that interdisciplinary coordination is accomplished.
4. Unless otherwise required, one (1) 120 VAC, 20 A branch circuit terminated with two (2) duplex receptacles, minimum, shall be provided in the room. The location/spacing of the receptacles shall accommodate the room/equipment layout such that they will be conveniently accessible to maintenance personnel.
5. Fluorescent lighting shall be provided in the room at an illumination level of approximately 50 footcandles.

### Raceways

1. Conduit
  - a. EMT shall be used for indoor applications unless code or User requirements mandate other types of raceway systems. All EMT couplings, outlet bodies, and terminations shall be compression type.
  - b. IMC may be substituted for RMC applications as permitted by the National Electrical Code. All couplings, outlet bodies, and terminations shall be threaded type.
  - c. RMC shall be used outdoors above ground and in transitions from underground to above ground. All couplings, outlet bodies, and terminations shall be threaded type.
  - d. RNC, schedule 40, minimum, shall be used underground encased in concrete. The concrete shall be 1500 psi, minimum, poured and formed to give a three (3) inch cover around the conduit(s), minimum. The entire encasement shall be dyed red. The depth of earth cover shall depend on the application in accordance with the NEC and NESC, as a minimum.

- e. Appropriate type pull lines shall be provided in all empty conduit. Pull lines shall be metallic/tracer type when placed in underground RNC. End caps shall be provided on all empty conduit terminations.
  - f. Bushings shall be provided on all conduit terminations.
  - g. The Construction Documents shall ensure that all penetrations (i.e. conduit, thimbles, etc.) in rated vertical and horizontal partitions are properly protected in accordance with referenced codes.
  - h. All underground stub conduit shall be sealed with a waterproof compound. Foam type compounds are not acceptable.
2. Road crossings shall be constructed as required by the User Agency and the appropriate government authority, if applicable. Some roads such as city, parish, or state streets and highways require permits and special methods of crossing (cut & patch, bore, steel casing, etc.).

### **Wiring Outlets and Devices**

- 1. Appliance, Lighting, and Receptacle Outlets and Switch Boxes
  - a. Outlets shall be provided in types, quantities, and mounting locations as required by the User Agency and applicable codes and laws referenced in these documents.
  - b. Outlets shall be equipped with any combination of different wiring devices as required by the User Agency. Locations of the outlets shall be obtained from the specific requirements of the User Agency.
- 2. Devices
  - a. All 120 VAC, duplex receptacles shall be rated for 20 A capacity. Wiring terminations shall be made with screw type terminals.
  - b. All 120 and 277 VAC lighting switches shall be toggle type rated for 20 A capacity. Wiring terminations shall be made with screw type terminals.
  - c. Device and cover plate colors will be User Agency choice, coordinated through the Designer. Cover plate material shall be polycarbonate unless application justifies

other such as finished aluminum and stainless steels. Phenolic will not be acceptable.

### **3. Lighting**

- a. Four (4) ft fluorescent lighting shall be used in interior space unless there is sufficient justification to use a different type such as metal halide.
    - 1. Fixtures with acrylic/prismatic diffusers are acceptable for use in break rooms, most classrooms, corridors, equipment rooms, examination/consultation rooms, some office rooms, and rest rooms.
    - 2. Fixtures with parabolic louvers, with shallow depth cells, three (3) inches maximum, are acceptable for use in areas that require low glare such as administrative type rooms, PC labs, some classrooms & office rooms, and video conference areas.
  - b. Incandescent lighting shall not be used anywhere unless absolutely necessary such as for display or where dimming is required.
  - c. High pressure sodium type lighting shall be used for exterior lighting, unless there is sufficient justification to use a different type such as metal halide.
  - d. Exit lighting shall be LED type with battery backup unless the facility has an emergency generator; then, battery backup is not required unless otherwise required by code.
  - e. Fluorescent ballasts shall be electronic type with 20% THD nominal, unless otherwise required.
  - f. High intensity discharge ballasts shall be constant wattage, high power factor type unless otherwise required.
  - g. All ballasts shall be specified using FPC ballast specification guidelines as a basis. A copy will be provided to the Designer and/or Sub-Designer(s) as required.
4. Transformers
- a. Indoor transformers shall be dry type.
  - b. Outdoor transformers, 75 KVA and larger, shall be pad mount, oil filled. Smaller transformers used outdoors may be dry types designed for weatherproof application.
  - c. K-rated transformers shall be used to serve nonlinear, initial loads only. Provide

characteristics and calculations with design development submittal for the applications intended, based on ANSI/IEEE C57.110-1986 (R1993) or equivalent.

- d. All transformers shall be designed in accordance with the NEC, NESC, IEEE applicable colored books, and good engineering and construction standards.
  1. Some requirements are:
    - a. Copper windings
    - b. 150 degree F temperature rises, unless otherwise required.
5. Cable and Wire
  - a. All medium/high voltage cable shall be designed in accordance with the NEC, NESC, IEEE applicable colored books, and good engineering and construction practices.
  - b. Some requirements are:
    1. EPR insulated (XLPE types are not acceptable)
    2. Copper conductors
    3. Tape type shields
    4. Extended manufacturer warranties
  - b. Specify medium/high voltage splices to be performed by qualified, experienced cable splicers.
  - c. Aluminum feeders No. 2 AWG and larger will be considered only by written request to the FPC Project Manager and as long as conduit is sized appropriately and splices/terminations are made-up to prevent dissimilar metal galvanic action, oxidation, and different rates of contraction/expansion. Electrical Designer shall specify materials and methods.
  - d. Low voltage branch circuits shall be copper with the proper insulation for the voltage class and application. Aluminum alloy (AA-8000 series) may be used under certain conditions, such as conductor size (No.2 AWG and larger), application (Panelboard and motor feeders), etc. Obtain approval from the FPC Project Manager prior to selection if aluminum is proposed.
6. Services
  - a. A statement defining electric service(s) shall be included in the Schematic Design Phase Submittal Documents.
  - b. The Electrical Designer shall coordinate

each service with the User Agency, and shall design appropriate service or services with respect to voltage, type of service, location, metering, disconnects, poles, transformers, pads, conduits and conductor type, pull points, etc. Where pad mounted transformers are used, the supporting concrete pad shall be detailed on the drawings, and where applicable shall be in accordance with the serving public utility company's requirements.

Where an electric service or group of services must be obtained from a utility company, the Electrical Designer shall obtain a written proposal, from the utility company, detailing the utility company's portion of the service or services, and provide this information in the Construction Documents. If there are charges for the utility company's portion of the electric service, the amount of the charges are to be listed in the proposal letter, which shall be forwarded to the Owner (Project Manager). The Owner, will furnish notice of acceptance of the proposal, directly to the utility company, and charges will be paid directly to the utility company upon presentation of an invoice for the work, after the utility company's portion of the work is completed.

- c. Where a User Agency has its own distribution system, coordinate each required service with the User Agency and design a complete service, which extends back to a mutually agreed point. Coordinate type of system and equipment so as to integrate with existing distribution system. Verify that the existing electrical system has adequate capacity to accommodate all modifications and additions required by the new project. The Electrical Designer's responsibility shall extend to the location of the source of power for the project. Metering, required by the User, shall be provided for in the system design. Considerations for metering shall be for EMS interface, allocation of energy costs. The Electrical Designer shall coordinate any site temporary power requirements with the Designer. If temporary power is not

provided for in the Designer=s plans and specifications, as a responsibility of the General Contractor, temporary power provisions shall be included in Division 16 - Electrical. If temporary power provisions are required in Division 1 of the specification, these provisions shall not be duplicated in Division 16.

- d. References to Utility Company and/or User Agency drawings and specifications alone, in defining service provisions, will not be acceptable.

7. Grounding

Grounding of services, electrodes, steel columns, cold water pipes, and equipment shall

be in accordance with the NEC, NESC, IEEE Green Book, and good design & construction practices. a. Some

requirements are:

1. Copper clad electrodes 3/4” x 10’ minimum
2. Bonding to cold water pipes “only” is not acceptable.
3. Connections made underground and other inaccessible locations shall be exothermally welded.
4. Conductors shall be stranded copper installed with the least number of bends as possible.
5. Conduit shall be nonmagnetic.

**Definitions of Terms Used in this Section**

A	Amperes or Amps	FPC	Facility Planning & Control
ADAAG	Americans with Disabilities Act Accessibility Guidelines	HVAC	Heating, Ventilation, and Air Conditioning
ASHRAE/IES	American Society of Heating, Refrigeration, and Air Conditioning Engineers / Illuminating Engineering Society	IMC	Intermediate Metallic Conduit
AWG	American Wire Gauge	NEC	National Electrical Code
CCTV	Closed Circuit TeleVision	NESC	National Electrical Safety Code
EMS	Energy Management System	PA	Public Address
EMT	Electrical Metallic Tubing	RMC	Rigid Metallic Conduit
		RNC	Rigid Nonmetallic Conduit
		TVSS	Transient Voltage Surge Suppression
		VAC	Volts Alternating Current

**NOTES**

**Facility Planning and Control  
Office of Telecommunications Management**

**8. GUIDELINES FOR COMMUNICATIONS WIRING**

**GUIDELINE REQUIREMENTS, SPECIFICATIONS, AND WIRING DIAGRAMS  
FOR  
COMMUNICATIONS CABLE/WIRE AND RELATED BUILDING FACILITIES**

When transmitting design phase submittal documents such as drawings and/or specifications for review only, please use the following procedure:

1. It is not necessary to transmit the complete set of documents. Only the following items are required:
  - a. Site plan(s) showing the telephone and other communications services entrance(s).
  - b. Electrical floor plan(s) showing telephone and computer outlets and associated equipment rooms with backboards, conduit stubs, power outlets, lighting, grounding, and HVAC.
  - c. Communications riser and/or wiring diagrams.
  - d. Specifications associated with items "a" through "c" and any communication systems included in the project.
2. Pertinent information about the project:
  - a. Project title and number.
  - b. Number of Review days.
  - c. Projected dates of bid advertisement or opening, or construction commencement, completion, and tenant move.
3. When required by the FP&C Project Manager, mail the aforementioned documents to:

**State of Louisiana  
Division of Administration  
Office of Telecommunications Management  
Post Office Box 94280**

**Baton Rouge, LA 70804-9280  
Attention: Plant & Facilities Section**

Or Deliver to:

**State of Louisiana  
Division of Administration  
Office of Telecommunications Management  
Information Services Building  
1800 North 3<sup>rd</sup> Street  
Baton Rouge, LA 70802**

Otherwise, mail the complete set of documents to:

**State of Louisiana  
Division of Administration  
Office Facility Planning & Control  
Post Office Box 94095  
Baton Rouge, LA 70804-9095  
Attention: (Name of Project Manager)**

Or Deliver to:

**State of Louisiana  
Division of Administration  
Office Facility Planning & Control  
Claiborne Building, Suite 7-160  
1201 North 3<sup>rd</sup> Street  
Baton Rouge, LA 70804  
Attention: (Name of Project Manager)**

4. The designer will be responsible for notifying the FP&C Project Manager when the Contractor is ready for inspections

during the installation of the communications aspects of this project.

5. Designer shall comply with applicable articles in the current National Electric Code, and other required State Codes and laws, for communications systems as it

pertains to cable/wire and associated building facilities for State owned or leased facilities.

6. Designer shall select the applicable requirements from the following lists and include them in pertinent State projects.

These rooms shall conform to the same requirements as the main communications equipment/wiring room as outlined in Section "A" above, except that a minimum one (1) power circuit with two (2) outlets at the base of the backboard and an isolated grounding systems with #6 AWG, minimum, bonding is required in each room. Power requirements at the equipment rack remain the same.

### C. Battery Room

Some projects may require separate battery and/or UPS rooms with special facilities. Since these rooms are usually not required unless a large PBX telephone or computer system is installed in the building, the requirements are not listed here. When required, the Designer shall coordinate final requirements with the User Agency, the FP&C Project Manager, and OTM as applicable.

### D. Cable Pathways

1. Cables shall be placed in accessible voice spaces above ceiling and/or under floors unless conduit or other types of raceway systems are required.
2. Cable drops from ceilings to workstation communications outlets shall be placed in conduit inside wall and column cavities. Surface mounted raceway on the outside of solid walls and columns, and/or **floor poke-throughs** may only be used as a last resort and require pre-approval from the User Agency, FP&C Project Manager, or OTM as applicable. **Communications/power drop-poles**, floor-duct, and under-carpet systems are not acceptable.
3. Conduit
  - a. EMT shall be used indoors unless code requirements mandate other types of raceway systems for unusual applications.
  - b. RMC shall be used outdoors aboveground and in transitions from underground to aboveground.

- c. RNC schedule 40, minimum, shall be used underground directly buried in accordance with the NEC, User Agency, FP&C, and OTM requirements as applicable. The minimum depth of earth cover shall be twenty-four (24) inches. Warning tape and tracer wire shall be employed.
- d. Concrete encasements shall be used underground when required. The concrete shall be 1500 psi (minimum) poured and formed to give a minimum three (3) inch thick cover around the conduit/duct. The entire encasement shall be dyed.
- e. Road crossings shall be constructed as required by the User Agency and the appropriate government authority, if applicable. Some roads such as city, parish, or state streets and highways require permits and special methods of crossing (cut & patch, bore, steel casing, etc.)
- f. Hand/manhole and aboveground pedestal closure designs shall be coordinated with the User Agency, the FP&C Project Manager, and OTM as applicable.
- g. The main service entrance conduits shall be provided with a minimum of two (2), four (4) inch empty conduits, minimum, stubbed up at the main backboard. The ends of these conduits shall stub-up/terminate at locations that shall be coordinated with the User Agency and/or Telephone Company. Long radius 90-degree bends are required on all elbows installed below grade. There are other equipment requirements such as cables and/or innerduct to be pulled, the number of bends allowed, and pull box details that are usually required by the User Agency and/or Telephone Company.

- h. Conduits installed inside walls from ceiling space to workstation wall outlets shall be one (1) inch in diameter, minimum. These conduits shall stub-up a minimum of six (6) inches into accessible ceiling space. The other end should terminate in outlet boxes consisting of 4"x4" (nominal, 2-gang) metal boxes with single-gang plaster ring recessed in the walls as required. Unless otherwise required for unique situations, the boxes shall be mounted eighteen (18) inches AFF to centerline of box for desk/wall applications, forty-eight (48) inches AFF (maximum) for wall phones/payphones, and according to all other ADAG requirements.
- i. Some projects may require continuous conduit runs from communications equipment/wiring rooms to communications outlets. This is the exception, not the rule. When it does apply, the above size and type requirements shall also apply. Conduit runs shall be designed to conform to ANSI/TIA/EIA-569 standards. For example, a maximum of 100-feet and two (2) 90-degree bends between pull boxes are allowed. Outlet bodies and outlet boxes are not acceptable as pull boxes for communications, unless they are located at the ends of conduit runs.
- j. A minimum of four (4), two (2) inch (minimum) EMT empty conduits shall be provided daisy chain linking all equipment/wiring rooms.
- k. A minimum of two (2), four (4) inch (minimum) EMT conduit sleeves shall be provided through floors daisy chain linking all vertically stacked riser equipment/wiring rooms.
- l. Pull strings shall be provided in all empty conduit runs. End caps shall

be provided on all empty conduit terminations.

- m. Bushings and identification labels shall be provided on all conduit pad/slab stub-ups and ends.
- n. Where conduit runs penetrate fire or smoke rated barriers, they shall be sealed with a fire stopping compound complying with National Fire Protection Association and state Fire Marshal requirements.

## E. Cable/Wire/Hardware

### 1. Communications Outlets

The quantity and combination of devices on any given faceplate shall be configured by the Designer. This information, as well as location of the outlets, shall be obtained from the specific requirements of the User Agency by the designer and shown on the drawings. **As a minimum**, each workstation shall be initially provided with three (3) jacks having three (3) cables, all Category 6 rated. **The ANSI/TIA/EIA-568 standard is a triplex outlet (voice, data, LAN) wired with three cables. Some applications may require more. The exact configuration and rating shall be determined by the Designer in collaboration with the User Agency, FP&C, and OTM requirements. Wiring diagrams are included herein indicating some of the wiring and termination requirements.**

- a. Each workstation wall outlet shall consist of one (1) quad-plex port telecommunications outlet manufactured by Hubbell Premise Wiring ONLY, as specified by OTM. No alternated or equals shall be approved.
- b. Each modular furniture workstation outlet shall consist of one (1) quad-plex port telecommunications outlet manufactured by Hubbell Premise Wiring ONLY, as specified by OTM, installed in the furniture base

raceway punch outs. No alternates or equals shall be approved.

- c. The outlets shall be equipped with any combination of four (4) different wiring devices, or three (3) with one (1) blank port, as required, eight (8)-pin, modular, Category 6 RJ45 jacks, coaxial type connectors, fiber optic connectors; all made by Hubbell Premise Wiring ONLY, as specified by OTM. No alternates or equals shall be approved.
- d. Communications outlet labeling shall be executed according to the OTM standard. Accordingly, all telecommunications outlet faceplates shall be numbered with the floor number, followed by the closet location (N, E, S, W, or C), followed by the telecommunications outlet patch panel port number taken from the total number in that closet. Telecommunications outlet faceplate numbers are to be assigned sequentially across the area covered by its designated closet. Individual jack positions are not to be labeled on faceplates. Jack positions are: "Blue" for top left (Primary Data), "Orange" for top right (Secondary Data), "Office White" for bottom left (Voice), and "Brown" or left blank for bottom right (Spare). For example, a cable serving room 1103-B, being the twenties drop from the northern most closet, would be marked on the faceplate and in the equipment room as "1N020". Labels shall be type-printed. No hand-written labeling shall be allowed.

## 2. Cable/Wire

**All computer/data/voice and riser cables shall be installed completely (placement and terminations) by qualified, experienced installers of such wiring.**

Jacket colors for all station cables shall

be "Blue for Primary Data, Pink" for Secondary Data, and "White" for Voice.

- a. The computer/data/voice station cabling shall consist of at least two (2), four (4)-pair, 24 AWG, UTP (Unshielded Twisted Pair) cables per outlet rated CMR or CMP by the NEC as required by the application. This cable shall have a rating of **Category 6** for transmission characteristics as specified by the ANSI/TIA/EIA-568 standard "for individual components". Additionally, these cables shall have "publicly advertised" performance characteristics recorded at 250 MHz and 328-feet, minimum:

- **Insertion Loss**  $\leq 32.2$  dB
- **Near End Crosstalk**  $\geq 42.3$  dB
- **Power Sum NEXT**  $\geq 40.3$  dB
- **Equal Level Far End Crosstalk**  $\geq 26.8$  dB
- **Power Sum ELFEXT**  $\geq 23.8$  dB
- **Attenuation to Crosstalk Ratio**  $\geq 10.3$  dB
- **Power Sum ACR**  $\geq 8.1$  dB
- **Return Loss (min)**  $\geq 17.3$  dB

Station cables shall be of the same manufacturer name and design/model construction for the entire project. No mix-matching of brands for voice and/or data shall be allowed. Computer/data/voice station cables shall be General Cable's "GenSPEED 6500 Series" or approved alternate by the Designer **and** OTM.

- b. The telephone/riser cables shall consist of a 24 AWG, **Category 3** rated (minimum), solid annealed copper, fully color-coded, overlapped aluminum shield, and vertical riser or CMP rated construction, as required by the NEC and application. The total number of pairs for each floor/area served shall be determined by using

- the formula of one (1) pair per hundred square feet of area served plus 25% spare capacity, minimum.
- c. When required, fiber optic cables shall be provided with a quantity of twelve (12)-strands to each floor or closet, minimum. Fiber optic cable characteristics for multimode fiber shall comply with ANSI/TIA/EIA-492AAAA-A, "Detail Specification for 62.5 Core Diameter / 125  $\mu$ m Core Cladding Diameter Class 1A Multimode, Graded Index Optical Waveguide Fibers". Fiber optic cable characteristics for single-mode fiber shall comply with ANSI/TIA/EIA-492CAAA, "Detail Specification for Class IVa Dispersion-Unshifted Single-mode Optical Fibers. All fiber optic cable shall be loose tube or tight bound type rated CMR, or CMP by the NEC as required by application and manufactured by Corning, or approved alternate by the Designer and OTM. Each manufacturer's name specified shall be accompanied with a model, series, or type name/number, specification sheets, and sample of the product for consideration. **Fiber optic cable shall be installed completely (placement and terminations) by factory certified installers of such wiring.**
3. Connection Hardware
 

**All Category 6 and fiber optic termination panels, connectors, and hardware shall be mounted and terminated by factory certified installer of such components.**

    - a. Data UTP patch panels mounted on relay racks shall be provided in the communications equipment/wiring rooms and connected and arranged in color coded fields as required by OTM - see wiring diagrams herein. Ports on all blocks and panels shall be terminated in sequential alphanumeric order with each port individually labeled for uniform location identification across each color coded field. The panels shall be 48-port / 2-rack space style, provided in quantities (as required) and be equipped with the necessary integral quantity (as required plus 25% spares) of eight (8)-pin, modular, Category 6 compliant RJ45 ports with 110 type wire connectivity, and manufactured by Hubbell Premise Wiring ONLY, as specified by OTM. No alternates or equals shall be approved. All Category 6 rated components shall have EIA/TIA 568-B pin-out. See wiring diagrams herein.
    - b. Voice UTP shall be terminated on 110 type connecting blocks or patch panels and data UTP on 110 type patch panels (see Section "a" above for specifications), **all Category 6 rated**, as required, mounted on backboards, frames, and distribution racks, as required, and connected and arranged in color coded fields as required by OTM - see wiring diagrams herein. Ports on all blocks and panels shall be terminated in sequential alphanumeric order with each port individually labeled for uniform location identification across each color coded field, including the data panels. All connecting hardware shall be manufactured by Hubbell Premise Wiring ONLY, as specified by OTM. No alternates or equals shall be approved.
    - c. All fiber optic cables shall be terminated in patch panels mounted on the backboards or distribution racks. The termination panels shall be equipped with locking doors, tamper-proof side-panel covers, and integral splice tray mounting

- brackets, trays, and hardware to provide for fusion splicing of pigtails. The patch panels shall be Corning "Pretium" type ONLY with appropriate bulkhead panels and blank fillers, as specified by OTM. No alternates or equals shall be approved.
- d. Multimode fiber optic termination connectors shall be field terminated epoxy/polish-type ceramic SC, MT-RJ, or LC style (as required) as manufactured by Corning, AMP, Comm/Scope, or approved equals by the Designer and OTM. Each manufacturer's name specified shall be accompanied with a model, series, or type name/number, specification sheets, and sample of the product for consideration. "No-Polish" or "Cleave, Sleeve, & Leave" type connectors shall not be allowed.
  - e. Singlemode fiber optic termination connectors shall be factory terminated UPC polished pigtails with ceramic SC, MT-RJ, or LC style (as required) ends manufactured with Corning optic fiber (Corning glass) ONLY as specified by OTM. Each manufacturer's name specified shall be accompanied with a model, series, or type name/number, specification sheets, and sample of the product for consideration.
  - f. Relay racks shall be 19"W x 84"H (nominal) black aluminum free standing with bolt-down capability to any floor and grounding lugs connected to building ground, EIA Spec. No. RS-310C, or approved equal by the Designer.
4. Testing
- a. Testing shall be performed in the presence of a representative as designated by the Designer and/or FPC Project Manager. Sufficient advanced notice of test dates shall be provided to coordinate testing.
  - b. All voice (station, riser & outside plant) cables and associated connection hardware shall be tested and documented by the Contractor. The test procedure shall demonstrate as a minimum:
    - Continuity (more than 2,600 ohms is considered open)
    - Shorts (60,000 ohms or less is considered a short)
    - Proper polarity (top and ring correct)
    - Proper termination (splits & wrong terminations)
    - Grounded conductors (60,000 ohms or less to ground is considered a fault)
    - Detection of AC or DC power on any conductor (power fault test)
    - User's equipment must function normally when connected to the installed wiring.
  - c. All UTP data station and riser cables and associated connection hardware shall be tested to certify the performance category of the link as installed. All Category rated station cables shall be tested in accordance with procedures laid out in ANSI/TIA/EIA-568 for the "Permanent Link". Any cable that fails testing shall be reported along with the procedures used to rectify the failure (IE. Replaced cable, reterminated the jack, etc.). Contractor tests shall utilize an ANSI/TIA/EIA-568-B Level III compliant cable tester (Fluke DTX or equal). Electronic results for each UTP Category rated four pair cable in Portable Document Format (PDF) shall be submitted on compact disk (CD-Rom) as a part of the

Contractors as built project performance acceptance records. In addition to the above information the documentation shall include a pass/fail indication for the specified cable, the test date, the serial number and software version of the scanner used, and a copy of the calibration certificate of the scanner. File formats requiring proprietary software applications for reading the results shall not be acceptable. If the vendor requires additional information concerning the testing requirements, refer to the TIA/EIA ANSI/TIA/EIA-568

Telecommunications Building Wiring Standard. **Category 6 rated testing shall be executed by factory trained technicians with ample field experience. Technician certification shall be submitted to the Designer with the test documentation.**

- d. The Contractor shall test, certify and document each fiber optic strand. **Fiber optic testing shall be made by factory trained technicians with ample field experience. Fiber technician certification shall be submitted to the Designer with the fiber test documentation.** Tests shall include attenuation and polarity of the installed cable plant with an optical loss test set (OLTS) the installed condition of the cabling system and its components with an optical time domain reflectometer (OTDR), and the fiber endfaces with a fiber optic videoscope. All tests performed shall be documented OLTS dual wavelength attenuation measurements for multimode and singlemode links and channels, and OTDR traces, event tables, and length measurements for multimode and singlemode links and channels. Each cabling link shall be in

compliance with the following test limits and procedures:

- i. Optical loss testing for backbone link or channel with attenuation calculated by formulas specified in ANSI/TIA/EIA-568, and resulting in a maximum allowable connector loss  $\leq 0.5\text{dB}$ , maximum allowable splice loss  $\leq 0.1\text{dB}$ , both exceeding that of the standard and as specified by OTM.
- ii. Optical loss for the horizontal fiber link attenuation shall be based on the maximum 90-meter distance and may be tested using a fixed upper limit based on the loss of two connector pairs (one at the telecommunications outlet/connector and one at the horizontal cross-connect) plus attenuation coefficient for 90-meters of optical fiber.
- iii. Optical loss for centralized multimode link attenuation shall be based on the maximum 300-meter distance and may be tested using a fixed upper limit based on the loss of two connector pairs (one at the telecommunications outlet/connector and one at the horizontal cross-connect) plus attenuation coefficient for 90-meters of optical fiber.
- iv. All multimode fiber optic links or channels shall be tested and documented at 850 and 1300 nm in accordance with ANSI/TIA.EIA-526-14A, Method C, Three Reference Jumpers, standard.
- v. All singlemode fiber optic links and channels shall be tested and documented at 1310 and 1550 nm in accordance with

ANSI/TIA/EIA-526-7, Method A.3, Three Reference Jumpers, standard.

- vi. OTDR trace plots shall be performed at 850 and 1300 nm for multimode and 1310 and 1550 for single optical fibers using both a launch and receive cable in each span. Reports shall include the full trace plot with cursors placed appropriately to document the overall length, the attenuation of every event in the full trace, and the overall attenuation of the link/channel.
- vii. Test reports shall be presented to the OTM Project Manager and the User Agency in Portable Document Format (PDF) and native OTDR trace files on compact disk (CD-Rom) as a part of the Contractor's as built project performance acceptance records.

#### F. General

1. Applicable Documents – The following current ratified publications of standards and codes shall apply to all telecommunications related work:
  - a. ANSI/TIA/EIA Standard for Commercial Building (568, 569, 570, 606, 607, TSB's)
  - b. BOC's and AT&T Plant Standards
  - c. BICSI: Telecommunications Distribution Methods Manual (TDMM); Outside Plant Design Reference Manual (OSPDRM); Information Transport Systems Installation Reference Manual (ITSIMM)
  - d. FCC Part 68
  - e. National Electric Code (NEC/NFPA-70)
  - f. Other State Adopted Codes
  - g. Underwriters Laboratories
  - h. IEEE P1100 (Emerald Book)

\*In the event of ambiguities among the above documents, the more stringent

shall prevail.

#### 2. Maintenance Considerations

All wiring shall be installed to maximize the safety, maintainability, and performance effectiveness of maintenance personnel and manpower. Terminations and splices shall be placed and supported with convenient accessibility so as to maximize the ease and efficiency with which it can be maintained. All cables in equipment/wiring rooms shall be provided with ten (10) feet long maintenance loops, when required, to facilitate future modifications.

### Definitions of Terms Used in this Section

A	Amperes or Amps	HVAC	Heating, Ventilating, and Air Conditioning
ACO	All Communications Outlet	IBM	International Business Machines
ADAAG	Americans with Disabilities Act Accessibility Guidelines	IEEE	Institute of Electrical and Electronics Engineers
AFF	Above Finished Floor	LAN	Local Area Network
ANSI	American National Standards Institute	NEC	National Electrical Code
AWG	American Wire Gauge	nm	nanometer
BOCs	Bell Operating Companies	OIS	Office of Information Services
CM	Communications (cable, general purpose)	OTDR	Optical Time Domain Reflectometer
CMP	Communications Plenum (cable, fire rated)	OTM	Office of Telecommunications Management
CMR	Communications Riser (cable, fire rated)	PBX	Private Branch Exchange
EIA	Electronics Institute of America	RMC	Rigid Metallic Conduit
EMT	Electrical Metallic Tubing	RNC	Rigid Nonmetallic Conduit
FCC	Federal Communications Commission	TIA	Telecommunications Institute of America
FPC	Facility Planning & Control	UPS	Uninterruptible Power Supply
		UTP	Unshielded Twisted Pair
		VAC	Volts Alternating Current $\Gamma$

**This section includes four (4) pages of drawings included in a separate “pdf” file.**

***NOTE: It is the responsibility of the Prime Designer and/or Sub-Designer(s) to ensure that all communications systems and associated space quantities, sizes, and environments are coordinated to meet all requirements herein. In the event of ambiguities, the more stringent shall prevail. All standards referenced herein shall be considered the latest ratified publication.***

**A. Main Communications Equipment/Wiring Room**

1. The room shall be designed for communications equipment/wiring only according to ANSI/TIA/EIA-569 and BICSI standards. The space shall not be shared with electrical **lighting and power control** and/or mechanical equipment.
2. The size of the room shall comply with ANSI/TIA/EIA-569 and BICSI standards in collaboration with the User Agency and FP&C Project Manager.
3. The location of the room shall be as close to the center of the communications outlet configuration as possible. The room level shall be above potential flood water.
4. If the fire extinguishing sprinklers are required in the room, the Designer shall coordinate with the user Agency and the FP&C Project Manager for possible special requirements to protect electronic equipment.
5. The room shall be provided with the proper architectural, HVAC, humidity, lighting, grounding, and power environment for communications equipment. **Ensure that interdisciplinary coordination is accomplished.**
6. A minimum of two (2) 120 VAC, 20-A dedicated power circuits each terminated with two (2) duplex outlets shall be provided near the base of the backboard and spaced six (6) feet apart, minimum. Additionally, a minimum of two (2) 120 VAC, 20-A dedicated power circuits each terminated with two (2) duplex outlets shall be provided on the wall both nearest the equipment

rack, one of which shall be fed from the building UPS and/or generator power if available.

7. Fluorescent lighting shall be provided in the room with 50 foot-candles of illumination 3-feet above the finished floor, minimum.
8. An isolated grounding source shall be provided in the room. The source shall consist of a ground bus installed at the base of the backboard and bonded to the main power service entry ground source.
9. Wall shall be sheeted with 4'Wx8'Hx3/4"D backboards painted with a fire-retardant light-gray paint and installed according to good quality architectural and construction standards. Fasteners securing the boards to walls shall be recessed.
10. Some projects may require special floor features; for example; static-free flooring, raised flooring, and/or heavy-load structural support. The Designer shall coordinate final requirements with the User Agency, the FP&C Project Manager, and OTM as applicable.
11. The room shall not contain s suspended ceiling. Solid/closed support structures (i.e. concrete floor) above the ceiling grid height shall serve as the room ceiling to allow direct horizontal access to the served space. Where the ceiling is exposed to open attic space, interior quality plywood painted with white paint shall be fastened to overhead support beams (joists) to serve as the room ceiling. Walls shall extend the full height of the room.

**B. Additional Communications Equipment/Wiring Rooms**

## Facility Planning & Control

### 9. CODE ANALYSIS & ADA STANDARDS COMPLIANCE

The purpose of the Analysis of the Louisiana Building Code for State owned buildings is to assure that the Designer follows the applicable requirements of the code in the design and preparation of the Construction Documents for the project. In addition to the Code, the Designer shall design the project to be fully compliant with **2010 Standards for Accessible Design** as well as all applicable provisions of the Americans with Disabilities Act (ADA), including but not limited to the standards contained in 28 CFR 35 (Nondiscrimination on the Basis of Disability in State and Local Government Services), 28 CFR 36 (Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities), 28 CFR 36 Appendix A (Standards for Accessible Design) referred herein as ADA Standards. Recognizing that each project is unique, the information requested should be considered the minimum required and additional information should be included as necessary. The analysis is to be submitted by the Designer with both the Schematic Design and the Design Development Phase submittal to Facility Planning and Control. Give the minimum requirement of the code and the paragraph reference number where the information is located. Performance based design shall only be used to comply with code requirements with the concurrence of Facility Planning and Control. The designer is reminded that code compliance is the responsibility of the designer.

The Designer shall design the project to be fully compliant with all applicable Americans with Disability Act (ADA) standards and shall completely document all such features of the design. See the following section entitled Americans with Disabilities Act Design & Construction Standards.

The following is a guide format for the Designer in the preparation of this analysis.

#### CODE ANALYSIS LOUISIANA BUILDING CODE FOR STATE OWNED BUILDINGS

**PROJECT TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PROJECT NUMBER** \_\_\_\_\_ **PART NO.** \_\_\_\_\_

**PRIMARY DESIGNER** \_\_\_\_\_

List edition date for the following references:

Life Safety Code _____	International Building Code _____
International Mechanical Code _____	National Electric Code _____
Part XIV (Plumbing) of the State Sanitary Code _____	
Americans with Disabilities Act Accessibility Guidelines _____	

#### I. OCCUPANCY

Occupancy classification of the structure (include mixed or sub-occupancies).

NFPA \_\_\_\_\_ IBC \_\_\_\_\_

Classification of Hazard of Contents.

NFPA \_\_\_\_\_ IBC \_\_\_\_\_

Minimum Construction Requirements.

NFPA \_\_\_\_\_

IBC \_\_\_\_\_

Sprinkler System Requirement of NFPA \_\_\_\_\_ IBC \_\_\_\_\_

Required by program \_\_\_\_\_(yes) \_\_\_\_\_(no)  
 Fire Alarm System Requirement of NFPA \_\_\_\_\_ IBC \_\_\_\_\_  
 Required by program \_\_\_\_\_(yes) \_\_\_\_\_(no)

List detailed occupancy requirements for NFPA 101 and IBC (show sections referenced).

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**II. BUILDING SHELL**

Building area per floor. \_\_\_\_\_  
 Total net area (multi-story) \_\_\_\_\_  
 Occupancy per floor by NFPA \_\_\_\_\_ IBC \_\_\_\_\_  
 Total occupancy by NFPA \_\_\_\_\_ IBC \_\_\_\_\_  
 Finished grade elevation \_\_\_\_\_(feet)  
 Building height above grade \_\_\_\_\_(feet) \_\_\_\_\_(stories)  
 Building height below grade \_\_\_\_\_(feet) \_\_\_\_\_(stories)  
 Separation distance from exterior walls to property lines.  
 Percent of exterior openings per floor.

**III. TYPE OF CONSTRUCTION**

Minimum type of construction acceptable for project.  
 NFPA \_\_\_\_\_ IBC \_\_\_\_\_

Maximum allowable heights and floor areas for Types of Construction  
 and Occupancy Classifications (show sections referenced).  
 NFPA \_\_\_\_\_  
 IBC \_\_\_\_\_

List Construction Rating Requirements for NFPA 101 and IBC, show both paragraph and requirement.

Party Walls	NFPA _____	IBC _____
Fire Walls	NFPA _____	IBC _____
Shaft Enclosures (vertical openings)	NFPA _____	IBC _____
Interior Bearing Walls-one floor only	NFPA _____	IBC _____
more than one floor	NFPA _____	IBC _____
roof only	NFPA _____	IBC _____
Interior Non-Bearing Partitions	NFPA _____	IBC _____
Columns one floor only	NFPA _____	IBC _____
more than one floor	NFPA _____	IBC _____
roof only	NFPA _____	IBC _____
Beams, Girders, etc.-one floor only	NFPA _____	IBC _____
more than one floor	NFPA _____	IBC _____
roof only	NFPA _____	IBC _____
Floor/Ceiling Construction	NFPA _____	IBC _____
Roof/Ceiling Construction	NFPA _____	IBC _____
Exterior Bearing Walls	NFPA _____	IBC _____
Exterior Non-Bearing Walls	NFPA _____	IBC _____

List special requirements, i.e.:  
 finish materials, combustible materials, roof coverings, etc. (show sections referenced)

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**IV. SEPARATION REQUIREMENTS**

Occupancy Separation	NFPA_____	IBC_____
Partitions within tenant space	NFPA_____	IBC_____
Tenant Separation	NFPA_____	IBC_____
NFPA	_____	
IBC	_____	

**V. MEANS OF EGRESS**

Capacity of Egress per floor	NFPA_____	IBC_____
main floor	NFPA_____	IBC_____
Requirements for separation of exits (show sections referenced).		
NFPA	_____	
IBC	_____	

Special Use Rooms	NFPA_____	IBC_____
Special Requirements	NFPA_____	IBC_____
Stair separation	NFPA_____	IBC_____
Horizontal Exit	NFPA_____	IBC_____
Corridors, Exit Access	NFPA_____	IBC_____
Corridors, Exit Passageways	NFPA_____	IBC_____
Smoke Partitions	NFPA_____	IBC_____
Doors	NFPA_____	IBC_____
Illumination Requirements	NFPA_____	IBC_____
Emergency Lighting Requirements	NFPA_____	IBC_____
Signage	NFPA_____	IBC_____
Maximum Dead End Corridors	NFPA_____	IBC_____
Maximum Common Path of Travel	NFPA_____	IBC_____
Maximum Travel Distance to Nearest Exit	NFPA_____	IBC_____

**VI. DESIGN LOADS**

Minimum Dead Loads	IBC_____
Minimum Live Loads	IBC_____
Minimum Concentrated Loads	IBC_____
Roof Live Loads	IBC_____
Impact Loads	IBC_____
Wind Loads     Walls	IBC_____
Roofs	IBC_____
Seismic Loads	IBC_____



# Facility Planning & Control

## Americans with Disabilities Act Design & Construction Standards

November 8, 2010

The Designer shall design the project to be fully compliant with **2010 Standards for Accessible Design** as well as all applicable Americans with Disabilities Act (ADA) standards, including but not limited to the standards contained in 28 CFR 35 (Nondiscrimination on the Basis of Disability in State and Local Government Services), 28 CFR 36 (Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities), 28 CFR 36 Appendix A (Standards for Accessible Design) herein referred to as ADA Standards and La. R.S. 40:1731-1744. The Designer shall completely document all such features of the design and their compliance with all relevant ADA standards.

It is the Designer's responsibility and duty to determine the applicability of these standards. Those standards shall be detailed in the plans and specifications and located on the specific drawing sheet where it applies, i.e. restroom layout on the plumbing plan as well as on the architectural plan. **All ADA compliance features shall be completely designed and detailed with all plans, elevations, sections, details, dimensions, notes, references, etc.** It is especially important when dimensions are specifically expressed in the ADA Standards as the maximum or minimum dimension allowed, this information must be emphasized on the plans. It is important to keep in mind that this list is limited in nature and not a comprehensive list of all ADA Standards requirements. The Designer is responsible for **all** ADA Standards requirements.

**The Designer shall not** use statements such as: "Comply with ADA requirements" in an effort to comply with this requirement. It is the Designer's duty, not the contractor's, to verify that the design complies with all ADA requirements.

**The Designer shall not** simply include a sheet in the design package showing the ADA Standards from the ADA Standards manual. The information required for compliance should be inserted into the specific drawing where it applies.

The following are areas of ADA Standards which Facility Planning and Control considers particularly important. Detailed requirements for design and detailing of these areas are described below. These areas represent only a small number of the requirements included in the ADA Standards. This list is not only to assist the Designer in clearly documenting compliance with ADA Standards in these specific areas but the descriptions shall also serve as typical examples of how all ADA features are to be designed and detailed. This list is **not** to be considered comprehensive and simply completing each of these items will **not** constitute due diligence on the part of the Designer. Compliance with the ADA Standards and all other ADA requirements is entirely the responsibility of the Designer. If any failure on the part of the Designer to adequately design, detail and verify compliance with the Americans with Disabilities Act Accessibility Guidelines or standards results in additional costs to the Owner, the Designer will be held responsible.

1. **Parking:** Parking areas for handicapped individuals must be identified to include the proper maximum slopes allowed and placement of signage. Accessible parking spaces must be clearly identified in plan so they can be counted. Width and length of spaces and access isles shall be dimensioned and slopes called out. Sign information shall be shown graphically and sign locations shall be dimensioned and heights called out or dimensioned in elevation. Vertical

clearance shall be called out or dimensioned in elevation at parking spaces and long access route. Curb ramps shall be dimensioned including the length, width, distance from adjacent obstructions and slopes of the ramp and flared sides with surface texture and markings indicated.

2. **Accessible routes:** Accessible routes to and from the building must include detectable warnings, curb cuts, all allowable slopes, including the walkways, and signage, and must be detailed on the plans. Required accessible routes shall be indicated in plan and the width dimensioned in plan including turns around obstructions, passing spaces, etc. Vertical clearance shall be called out or dimensioned in elevation at all changes. Surface textures shall be delimited and dimensioned. Changes in levels shall be dimensioned as called for in 3., Ramps.
3. **Ramps:** Widths and lengths of ramps and their landings shall be dimensioned in plan and slopes called out or dimensioned in section with all slope changes indicated. Handrails must be dimensioned in plan and elevation including cross sections of gripping surfaces.
4. **Stairs:** Widths and lengths of stairs and their landings shall be dimensioned in plan and section and treads and riser dimensions and profiles shown. Handrails must be dimensioned in plan and elevation including cross sections of gripping surfaces.
5. **Doors and Entrances:** All doors should be provided maneuvering clearances, accessible hardware & thresholds where required. The clear width of all door openings shall be dimensioned in plan or scheduled. All maneuvering clearances shall be dimensioned according to 2010 Standards for Accessible Design section 404.2. See attached. Accessible hardware, including closers, and thresholds shall be scheduled or detailed and manufacturer's information clearly detailing compliance with the ADA Standards shall be provided.
6. **Signage:** Signage providing direction or room usage must be mounted at the correct locations and heights. Character proportion, character height and characteristics of raised and brailled characters and pictorial symbols as well as finish and contrast shall be specified. Mounting heights and locations shall be dimensioned in elevation but may be called out.
7. **Restroom fixtures:** Restroom fixtures with their supporting devices have very specific installation requirements. These must be detailed on the plans and verified during construction. Clearance dimensions shall be shown in plan and heights shown in elevation. Mounting heights for grab bars and other accessories shall be dimensioned in elevation or called out as indicated in 2010 Standards for Accessible Design section 604.5. Construction features, such as wall thickness that may affect locations must be taken into consideration. Potential variations from the plans in such things as wall thickness in the field must also be taken into consideration.
8. **Appliances and Cabinets:** Counters, drinking fountains, kitchen counters and cabinets have specific dimensions which must be shown on the plans, adhered to closely and verified during construction. Counters, drinking fountains, kitchen counters and cabinets shall be dimensioned in plan, elevation and section.
9. **Changes:** Change orders or substitutions must be checked to determine if they affect any ADA requirements. For example, a change in flooring could affect the final height of a counter. Change orders and addenda affecting any of the foregoing shall meet the same requirements as stated above.

10. **Tolerances:** Where minimum or maximum dimensions are called for by ADA Standards, the designer shall typically include allowances to ensure compliance unless this is not feasible.
11. **Analysis:** The Designer shall provide an analysis of the project identifying the accessible route, compliant doors, and other compliant features listed above.

Verification during construction that work is complying with design documents is the responsibility of the Designer and this shall include compliance with any ADA requirement. The Designer is reminded that the foregoing list includes only selected items from ADA Standards on which Facility Planning and Control is focusing at this time. It is **not** in any way to be considered a complete or comprehensive list. Compliance with the full range of ADA requirements is the sole responsibility of the Designer. The features on this list, while limited, shall serve as examples of how all ADA features shall be designed and detailed.

## Facility Planning and Control

### **PERCENT FOR UNIVERSAL DESIGN PROGRAM**

July 29, 2010

#### **Applicability**

These requirements shall apply to the construction or renovation of all state buildings for which the estimated construction cost exceeds **two million dollars**.

#### **Definitions**

For the purposes of this program, the following terms shall have the indicated meanings.

*Construction*—the process of adding structure to real property by acquiring and assembling the components of buildings or other physical improvements.

*Renovation*—construction to modify, alter or change an existing building for the purpose of adaptive reuse, reconstruction or restoration and may include modification of any or all building systems. It does not, however, include a project the principal purpose of which is the rehabilitation of plumbing, heating, ventilating, air conditioning, electrical or other systems whose purpose is strictly utilitarian.

*State Building*—any building, facility, structure, or park built or renovated using state funds that will be owned by a department or agency in the executive, judicial, or legislative branch of state government, including any state-owned lands or space surrounding or integral to

the building. "State building" does not include vehicular bridges and tunnels, or other non integral structures whose purpose is strictly utilitarian.

*State Funds or State Money*—shall not include federal funds or insurance proceeds for the construction, replacement, renovation, or improvement of a state building damaged by a natural catastrophe when conditions governing the expenditure of such monies specifically preclude their use for the utilization and implementation of universal design features, nor shall it include state monies used as a match for such federal funds or insurance proceeds.

*Universal Design*—as more fully defined in the attached list of Principles of Universal Design, means certain design features that are not currently required by the Americans with Disabilities Act of 1990.

#### **Process**

In order to allow for the highest level of flexibility, innovation and imagination to be applied to the implementation of the Principles of Universal Design, these rules establish the philosophical concepts that are to be utilized in the design, construction or renovation of state buildings.

1. Features following the Principles of Universal Design will be determined by the designer and confirmed by the owner.

a. As part of the Design Development services, the designer will review the Principles of Universal Design, existing examples of universal design and other information and use this information to identify and develop features that utilize universal design principles as well as conforming to the mission of the project.

b. The designer will translate these principles into design features the cost of which will make up at least 2% of the estimated construction cost.

c. As part of the Design Development submittal, the designer will provide a report using the attached format.

d. The project manager will review this report and verify that the features follow the Principles of Universal Design and that the cost allocation is reasonable. As part of the project manager's response to the Design Development submittal he will approve of the report or require re-submittal.

e. Approval of this report will authorize the designer to incorporate the features in the project design. Once approved, this report will be final and will serve as the documentation of compliance with the provisions of RS 38:2318.2 unless the project scope is changed in such a

way that the estimated construction cost is increased by more than 2 percent. If this situation obtains, the designer shall modify his/her report by including additional features or expanding existing ones to maintain the minimum 2 percent.

f. Questions about the validity of proposed universal design features between the designer and the project manager that cannot be resolved may be referred to an advisory group established by AIA Louisiana (Louisiana Chapter of the American Institute of Architects) in accordance with RS 38:2318.2 F.(1.) Features determined to be invalid will not be included in the approved list and the designer will modify his/her report to include additional features or expand existing ones to maintain the minimum 2 percent. (1)(a) Equitable Use. The design is useful and marketable to people with diverse abilities.

g. If the construction contract award amount varies from the estimated construction cost it will be assumed that all costs vary on a proportional basis and therefore the cost of the universal design features will continue to represent 2 percent of the total cost.

# Facility Planning and Control

## PERCENT FOR UNIVERSAL DESIGN PROGRAM

### Guidelines

July 29, 2010

1. Equitable Use. The design is useful and marketable to people with diverse abilities.

Guidelines: Provides the same means of use for all users: identical whenever possible; equivalent when not.

Avoids segregating or stigmatizing any users. Incorporates provisions for privacy, security, and safety that should be equally available to all users. Makes the design appealing to all users.

2. Flexibility in Use. The design accommodates a wide range of individual preferences and abilities.

Guidelines: Provides choice in methods of use. Accommodates right or left handed access and use. Provides adaptability to the user's pace.

3. Simple and Intuitive Use. Use of the design is easy to understand, regardless of the user's experience, knowledge, language skills, or current concentration level.

Guidelines: Eliminates unnecessary complexity. Consistent with user expectations and intuition. Accommodates a wide range of literacy and language skills.

Arranges information consistent with its importance. Provides effective prompting and feedback during and after task completion.

4. Perceptible Information. The design communicates necessary information effectively to the user, regardless of ambient conditions or the user's sensory abilities.

Guidelines: Uses different modes (pictorial, verbal, tactile) for redundant presentation of essential information.

Provides adequate contrast between essential information and its surroundings.

Maximizes "legibility" of essential information. Differentiates elements in ways that can be described which includes making it easy to give instructions or directions. Provides compatibility with a variety of techniques or devices used by people with sensory limitations.

5. Tolerance for Error. The design minimizes hazards and the adverse consequences of accidental or unintended actions.

Guidelines: Arranges elements to minimize hazards and errors: most used elements, most accessible; hazardous elements eliminated, isolated, or shielded. Provides warnings of hazards and errors. Provides fail-safe features. Discourages unconscious action in tasks that require vigilance.

6. Low Physical Effort. The design can be used efficiently and comfortably and with a minimum of fatigue.

Guidelines: Allows user to maintain a neutral body position. Uses reasonable operating forces. Minimizes repetitive actions. Minimizes sustained physical effort.

7. Size and Space for Approach and Use. Appropriate size and space is provided for approach, reach, manipulation, and use regardless of user's body size, posture, or mobility.

Guidelines: Provides a clear line of sight to important elements for any seated or standing user. Makes reach to all components comfortable for any seated or standing user. Accommodates variations in hand and grip size. Provides adequate space for the use of assistive devices or personal assistance.

## Facility Planning & Control Universal Design Report

<b>Project Name:</b>												
<b>Project No.:</b>												
<b>AFC:</b>												
<b>Designer:</b>												
<b>Date:</b>												
Building Element	ADAAG Minimum Design or Standard Practice for Occupancy and Quality Level.	Cost of ADAAG Minimum or Standard Practice. (A)	Universal Design Feature and Why It Exceeds Minimum Design Standards.	Cost of Universal Design Feature (B)	Cost Difference (B minus A)	Equitable Use	Flexibility in Use	Simple & Intuitive Use	Perceptible Information	Tolerance for Error	Low Physical Effort	Size & Shape for Approach & Use
Doors	3'-0" doors	\$ 26,216	3'-6" doors allow easy access by the mobility impaired and is more convenient for all.	\$ 29,156	\$ 2,940	X	X	X		X		X
<b>Total Additional Cost</b>					<b>\$ 2,940</b>							

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## Facility Planning & Control

### 9. CODE ANALYSIS & ADA STANDARDS COMPLIANCE

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The following is a guide format for the Designer in the preparation of this analysis.

#### CODE ANALYSIS LOUISIANA BUILDING CODE FOR STATE OWNED BUILDINGS

**PROJECT TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PROJECT NUMBER** \_\_\_\_\_ **PART NO.** \_\_\_\_\_

**PRIMARY DESIGNER** \_\_\_\_\_

List edition date for the following references:

Life Safety Code _____	International Building Code _____
International Mechanical Code _____	National Electric Code _____
Part XIV (Plumbing) of the State Sanitary Code _____	
Americans with Disabilities Act Accessibility Guidelines _____	

#### I. OCCUPANCY

Occupancy classification of the structure (include mixed or sub-occupancies).

NFPA \_\_\_\_\_ IBC \_\_\_\_\_

Classification of Hazard of Contents.

NFPA \_\_\_\_\_ IBC \_\_\_\_\_

Minimum Construction Requirements.

NFPA \_\_\_\_\_

IBC \_\_\_\_\_

Sprinkler System Requirement of NFPA \_\_\_\_\_ IBC \_\_\_\_\_

Required by program \_\_\_\_\_(yes) \_\_\_\_\_(no)  
 Fire Alarm System Requirement of NFPA \_\_\_\_\_ IBC \_\_\_\_\_  
 Required by program \_\_\_\_\_(yes) \_\_\_\_\_(no)

List detailed occupancy requirements for NFPA 101 and IBC (show sections referenced).

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**II. BUILDING SHELL**

Building area per floor. \_\_\_\_\_  
 Total net area (multi-story) \_\_\_\_\_  
 Occupancy per floor by NFPA \_\_\_\_\_ IBC \_\_\_\_\_  
 Total occupancy by NFPA \_\_\_\_\_ IBC \_\_\_\_\_  
 Finished grade elevation \_\_\_\_\_(feet)  
 Building height above grade \_\_\_\_\_(feet) \_\_\_\_\_(stories)  
 Building height below grade \_\_\_\_\_(feet) \_\_\_\_\_(stories)  
 Separation distance from exterior walls to property lines.  
 Percent of exterior openings per floor.

**III. TYPE OF CONSTRUCTION**

Minimum type of construction acceptable for project.  
 NFPA \_\_\_\_\_ IBC \_\_\_\_\_

Maximum allowable heights and floor areas for Types of Construction  
 and Occupancy Classifications (show sections referenced).  
 NFPA \_\_\_\_\_  
 IBC \_\_\_\_\_

List Construction Rating Requirements for NFPA 101 and IBC, show both paragraph and requirement.

Party Walls	NFPA _____	IBC _____
Fire Walls	NFPA _____	IBC _____
Shaft Enclosures (vertical openings)	NFPA _____	IBC _____
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Exterior Non-Bearing Walls	NFPA _____	IBC _____

List special requirements, i.e.:  
 finish materials, combustible materials, roof coverings, etc. (show sections referenced)

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**IV. SEPARATION REQUIREMENTS**

Occupancy Separation	NFPA_____	IBC_____
Partitions within tenant space	NFPA_____	IBC_____
Tenant Separation	NFPA_____	IBC_____
NFPA	_____	
IBC	_____	

**V. MEANS OF EGRESS**

Capacity of Egress per floor	NFPA_____	IBC_____
main floor	NFPA_____	IBC_____
Requirements for separation of exits (show sections referenced).		
NFPA	_____	
IBC	_____	

Special Use Rooms	NFPA_____	IBC_____
Special Requirements	NFPA_____	IBC_____
Stair separation	NFPA_____	IBC_____
Horizontal Exit	NFPA_____	IBC_____
Corridors, Exit Access	NFPA_____	IBC_____
Corridors, Exit Passageways	NFPA_____	IBC_____
Smoke Partitions	NFPA_____	IBC_____
Doors	NFPA_____	IBC_____
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Signage	NFPA_____	IBC_____
Maximum Dead End Corridors	NFPA_____	IBC_____
Maximum Common Path of Travel	NFPA_____	IBC_____
Maximum Travel Distance to Nearest Exit	NFPA_____	IBC_____

**VI. DESIGN LOADS**

Minimum Dead Loads	IBC_____
Minimum Live Loads	IBC_____
Minimum Concentrated Loads	IBC_____
Roof Live Loads	IBC_____
Impact Loads	IBC_____
Wind Loads     Walls	IBC_____
Roofs	IBC_____
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# Facility Planning & Control

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November 8, 2010

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clearance shall be called out or dimensioned in elevation at parking spaces and long access route. Curb ramps shall be dimensioned including the length, width, distance from adjacent obstructions and slopes of the ramp and flared sides with surface texture and markings indicated.

2. **Accessible routes:** Accessible routes to and from the building must include detectable warnings, curb cuts, all allowable slopes, including the walkways, and signage, and must be detailed on the plans. Required accessible routes shall be indicated in plan and the width dimensioned in plan including turns around obstructions, passing spaces, etc. Vertical clearance shall be called out or dimensioned in elevation at all changes. Surface textures shall be delimited and dimensioned. Changes in levels shall be dimensioned as called for in 3., Ramps.
3. **Ramps:** Widths and lengths of ramps and their landings shall be dimensioned in plan and slopes called out or dimensioned in section with all slope changes indicated. Handrails must be dimensioned in plan and elevation including cross sections of gripping surfaces.
4. **Stairs:** Widths and lengths of stairs and their landings shall be dimensioned in plan and section and treads and riser dimensions and profiles shown. Handrails must be dimensioned in plan and elevation including cross sections of gripping surfaces.
5. **Doors and Entrances:** All doors should be provided maneuvering clearances, accessible hardware & thresholds where required. The clear width of all door openings shall be dimensioned in plan or scheduled. All maneuvering clearances shall be dimensioned according to 2010 Standards for Accessible Design section 404.2. See attached. Accessible hardware, including closers, and thresholds shall be scheduled or detailed and manufacturer's information clearly detailing compliance with the ADA Standards shall be provided.
6. **Signage:** Signage providing direction or room usage must be mounted at the correct locations and heights. Character proportion, character height and characteristics of raised and brailled characters and pictorial symbols as well as finish and contrast shall be specified. Mounting heights and locations shall be dimensioned in elevation but may be called out.
7. **Restroom fixtures:** Restroom fixtures with their supporting devices have very specific installation requirements. These must be detailed on the plans and verified during construction. Clearance dimensions shall be shown in plan and heights shown in elevation. Mounting heights for grab bars and other accessories shall be dimensioned in elevation or called out as indicated in 2010 Standards for Accessible Design section 604.5. Construction features, such as wall thickness that may affect locations must be taken into consideration. Potential variations from the plans in such things as wall thickness in the field must also be taken into consideration.
8. **Appliances and Cabinets:** Counters, drinking fountains, kitchen counters and cabinets have specific dimensions which must be shown on the plans, adhered to closely and verified during construction. Counters, drinking fountains, kitchen counters and cabinets shall be dimensioned in plan, elevation and section.
9. **Changes:** Change orders or substitutions must be checked to determine if they affect any ADA requirements. For example, a change in flooring could affect the final height of a counter. Change orders and addenda affecting any of the foregoing shall meet the same requirements as stated above.

10. **Tolerances:** Where minimum or maximum dimensions are called for by ADA Standards, the designer shall typically include allowances to ensure compliance unless this is not feasible.
11. **Analysis:** The Designer shall provide an analysis of the project identifying the accessible route, compliant doors, and other compliant features listed above.

Verification during construction that work is complying with design documents is the responsibility of the Designer and this shall include compliance with any ADA requirement. The Designer is reminded that the foregoing list includes only selected items from ADA Standards on which Facility Planning and Control is focusing at this time. It is **not** in any way to be considered a complete or comprehensive list. Compliance with the full range of ADA requirements is the sole responsibility of the Designer. The features on this list, while limited, shall serve as examples of how all ADA features shall be designed and detailed.

## Facility Planning and Control **PERCENT FOR UNIVERSAL DESIGN PROGRAM** July 29, 2010

### **Applicability**

These requirements shall apply to the construction or renovation of all state buildings for which the estimated construction cost exceeds **two million dollars**.

### **Definitions**

For the purposes of this program, the following terms shall have the indicated meanings.

*Construction*—the process of adding structure to real property by acquiring and assembling the components of buildings or other physical improvements.

*Renovation*—construction to modify, alter or change an existing building for the purpose of adaptive reuse, reconstruction or restoration and may include modification of any or all building systems. It does not, however, include a project the principal purpose of which is the rehabilitation of plumbing, heating, ventilating, air conditioning, electrical or other systems whose purpose is strictly utilitarian.

*State Building*—any building, facility, structure, or park built or renovated using state funds that will be owned by a department or agency in the executive, judicial, or legislative branch of state government, including any state-owned lands or space surrounding or integral to

the building. "State building" does not include vehicular bridges and tunnels, or other non integral structures whose purpose is strictly utilitarian.

*State Funds or State Money*—shall not include federal funds or insurance proceeds for the construction, replacement, renovation, or improvement of a state building damaged by a natural catastrophe when conditions governing the expenditure of such monies specifically preclude their use for the utilization and implementation of universal design features, nor shall it include state monies used as a match for such federal funds or insurance proceeds.

*Universal Design*—as more fully defined in the attached list of Principles of Universal Design, means certain design features that are not currently required by the Americans with Disabilities Act of 1990.

### **Process**

In order to allow for the highest level of flexibility, innovation and imagination to be applied to the implementation of the Principles of Universal Design, these rules establish the philosophical concepts that are to be utilized in the design, construction or renovation of state buildings.

1. Features following the Principles of Universal Design will be determined by the designer and confirmed by the owner.

a. As part of the Design Development services, the designer will review the Principles of Universal Design, existing examples of universal design and other information and use this information to identify and develop features that utilize universal design principles as well as conforming to the mission of the project.

b. The designer will translate these principles into design features the cost of which will make up at least 2% of the estimated construction cost.

c. As part of the Design Development submittal, the designer will provide a report using the attached format.

d. The project manager will review this report and verify that the features follow the Principles of Universal Design and that the cost allocation is reasonable. As part of the project manager's response to the Design Development submittal he will approve of the report or require re-submittal.

e. Approval of this report will authorize the designer to incorporate the features in the project design. Once approved, this report will be final and will serve as the documentation of compliance with the provisions of RS 38:2318.2 unless the project scope is changed in such a

way that the estimated construction cost is increased by more than 2 percent. If this situation obtains, the designer shall modify his/her report by including additional features or expanding existing ones to maintain the minimum 2 percent.

f. Questions about the validity of proposed universal design features between the designer and the project manager that cannot be resolved may be referred to an advisory group established by AIA Louisiana (Louisiana Chapter of the American Institute of Architects) in accordance with RS 38:2318.2 F.(1.) Features determined to be invalid will not be included in the approved list and the designer will modify his/her report to include additional features or expand existing ones to maintain the minimum 2 percent. (1)(a) Equitable Use. The design is useful and marketable to people with diverse abilities.

g. If the construction contract award amount varies from the estimated construction cost it will be assumed that all costs vary on a proportional basis and therefore the cost of the universal design features will continue to represent 2 percent of the total cost.

# Facility Planning and Control

## PERCENT FOR UNIVERSAL DESIGN PROGRAM

### Guidelines

July 29, 2010

1. Equitable Use. The design is useful and marketable to people with diverse abilities.

Guidelines: Provides the same means of use for all users: identical whenever possible; equivalent when not.

Avoids segregating or stigmatizing any users. Incorporates provisions for privacy, security, and safety that should be equally available to all users. Makes the design appealing to all users.

2. Flexibility in Use. The design accommodates a wide range of individual preferences and abilities.

Guidelines: Provides choice in methods of use. Accommodates right or left handed access and use. Provides adaptability to the user's pace.

3. Simple and Intuitive Use. Use of the design is easy to understand, regardless of the user's experience, knowledge, language skills, or current concentration level.

Guidelines: Eliminates unnecessary complexity. Consistent with user expectations and intuition. Accommodates a wide range of literacy and language skills.

Arranges information consistent with its importance. Provides effective prompting and feedback during and after task completion.

4. Perceptible Information. The design communicates necessary information effectively to the user, regardless of ambient conditions or the user's sensory abilities.

Guidelines: Uses different modes (pictorial, verbal, tactile) for redundant presentation of essential information.

Provides adequate contrast between essential information and its surroundings.

Maximizes "legibility" of essential information. Differentiates elements in ways that can be described which includes making it easy to give instructions or directions. Provides compatibility with a variety of techniques or devices used by people with sensory limitations.

5. Tolerance for Error. The design minimizes hazards and the adverse consequences of accidental or unintended actions.

Guidelines: Arranges elements to minimize hazards and errors: most used elements, most accessible; hazardous elements eliminated, isolated, or shielded. Provides warnings of hazards and errors. Provides fail-safe features. Discourages unconscious action in tasks that require vigilance.

6. Low Physical Effort. The design can be used efficiently and comfortably and with a minimum of fatigue.

Guidelines: Allows user to maintain a neutral body position. Uses reasonable operating forces. Minimizes repetitive actions. Minimizes sustained physical effort.

7. Size and Space for Approach and Use. Appropriate size and space is provided for approach, reach, manipulation, and use regardless of user's body size, posture, or mobility.

Guidelines: Provides a clear line of sight to important elements for any seated or standing user. Makes reach to all components comfortable for any seated or standing user. Accommodates variations in hand and grip size. Provides adequate space for the use of assistive devices or personal assistance.

## Facility Planning & Control Universal Design Report

<b>Project Name:</b>												
<b>Project No.:</b>												
<b>AFC:</b>												
<b>Designer:</b>												
<b>Date:</b>												
Building Element	ADAAG Minimum Design or Standard Practice for Occupancy and Quality Level.	Cost of ADAAG Minimum or Standard Practice. (A)	Universal Design Feature and Why It Exceeds Minimum Design Standards.	Cost of Universal Design Feature (B)	Cost Difference (B minus A)	Equitable Use	Flexibility in Use	Simple & Intuitive Use	Perceptible Information	Tolerance for Error	Low Physical Effort	Size & Shape for Approach & Use
Doors	3'-0" doors	\$ 26,216	3'-6" doors allow easy access by the mobility impaired and is more convenient for all.	\$ 29,156	\$ 2,940	X	X	X		X		X
<b>Total Additional Cost</b>					<b>\$ 2,940</b>							

Page Reserved

## Facility Planning & Control

### 10. GUIDELINES FOR AUTOCAD DRAWINGS SUBMITTAL

The designer shall prepare all required drawings for new facilities on a CAD system. We have selected AutoCad as our CAD system and expect **all new** buildings to be produced in AutoCAD, in the release specified in the advertisement for designers. If a designer has a system other than AutoCad, it will be his responsibility to have all drawings converted into AutoCad prior to making his final submittal. **A DXF file will not be acceptable.**

**Renovations** to be drawn on AutoCad shall be advertised on a case by case basis as requested by the user agency. If we have base plans available in electronic format, they will be provided to the designer for his use. Verification of the electronic drawings will be considered part of the already allowed renovation factor. All electronic drawings required to be produced of the existing building in order to complete the project are also considered part of the allowed renovation factor. Payments for additional services to recreate base plans will be considered only if they are not available either in electronic or conventional format.

If a designer is selected for a job that is advertised to be in AutoCad, he shall be responsible for obtaining any hardware, software and training necessary to produce the job in AutoCad in a professional, acceptable manner following state guidelines.

Drawings shall follow the layering format specified by "**CAD Layer Guidelines**", Second edition, a document sponsored by the American Institute of Architects, the American Consulting Engineers Council, the American Society of Civil Engineers, and the International Facility Management Association. This document can be obtained from the American Institute of Architects. It will be necessary for designers who are awarded jobs advertised to be on AutoCad to acquire the "Cad Layer Guidelines" in order to set up layers and drawing files. It is not necessary that all layers listed in the guideline be included in every job.

It is only necessary to include the layers applicable to the project. Any layers required that are not listed in the "Cad Layer Guidelines" should be named following the format specified in the guidelines.

Designers shall not apply for jobs advertised in AutoCad unless they have the capability to produce the job as required. Designers shall verify that consultants (mechanical, electrical and structural) have the in-house capabilities required before applying for a job.

#### DELIVERABLE FORMAT

Designers shall be required to submit the As-Built drawings in electronic format on compact disk. This submittal shall be at the Construction Close Out Phase. Designers shall submit one copy to Facility Planning & Control and one copy to the User agency. The submittal shall be labeled on the outside of the packaging with the project name, project number and date of project completion. It is advisable to submit electronic plans prior to final submittal to Facility Planning & Control for review for compliance with accepted guidelines and format. The Owner may request copies of electronic plans on compact disk or diskettes prior to construction which designers shall furnish. If the drawings do not comply with the "Instructions to Designers for AutoCad Drawings Submittal", the Designer will be required to resubmit the required drawings in the format as specified. All hard copy submittals required at each phase shall be submitted as specified by Facility Planning and Control and the User Agency at the pre-design conference.

#### AUTOCAD DRAWING NAMES

The AutoCad drawings shall be named with the following convention: type of project, date of construction completion or acceptance, and the drawing number. This way multiple jobs can be stored for a building. For example, a renovation job completed in 1999 would be:

**(A99A21.DWG)**

**A** Type of Project (see codes following)

**99** Year

**A21** Sheet 21 of Architectural set

A sub-directory shall be created using the state ID as found in SLABS. This number can be obtained from Facility Planning & Control or the User Agency.

## **PROJECT CODES BY TYPE**

- A - Alteration/Renovation**
- B - Asbestos/Hazmat Abatement**
- C - Code Compliance (Life Safety, ANSI )**
- D - Demolition of buildings**
- E - Electrical**
- F - Energy Conservation**
- M - Mechanical**
- N - New Construction of facilities, etc.**
- O - Base Plans-Master File (updated by agencies)**
- P - PCB**
- R - Roof and/or repair roofs**
- S - Site work, etc.**
- W - Waterproofing**

## **SYMBOLS**

Symbols (such as plumbing fixtures) within third party Architectural/Engineering packages are basically similar. We expect designers to use standard symbols rather than developing various styles. Because of the vast number of statewide users of this data, we are trying to keep the drawing files as basic as possible. The use of additional symbols shall be discussed with the user agency and Facility Planning prior to usage. Please use standard fonts and dimensioning techniques within the basic package. If this is not possible, include the font library and make it an inherent part of the drawing.

## **SHEET LAYOUT**

We have decided that is not necessary at this time to specify a sheet layout due to the many various designers we work with. It is necessary; however, that all sheets are consistent per job with respect to format, lettering styles and sizes, title sizes, north arrows, line types, etc. All sheets must include name of project, project number, name of building, it's physical address, the site code and the state ID number. The Site Code and

State ID numbers can be obtained from Facility Planning or the user agency.

A new building will not have a State ID in SLABS, but may already have a Site Code. We will assign a state ID for a new building as needed.

## **CONCLUSION**

It is our goal to integrate these drawings into a database whereby we can accurately maintain an inventory of our buildings, determine square footages, and tract building construction projects, etc. Any questions may be directed to Facility Planning and Control. Your cooperation and input is appreciated.

## Facility Planning & Control

### 11. ASBESTOS IDENTIFICATION AND REMOVAL

1. For renovation projects the Owner recognizes the need for specialized technical assistance in the identification and treatment of asbestos-containing materials, and that the Designer may not possess the knowledge or certification required to design the asbestos abatement phase of the project. Should the Designer not be qualified to design the asbestos abatement phase of the project, the Designer will be required to contract with a qualified Asbestos Abatement Designer to provide the documents required to complete the asbestos abatement phase of the project.

2. The responsibility of the Designer, in connection with asbestos abatement shall be as follows:

a) The Designer shall obtain the Asbestos Management Plan (AMP) from the User Agency.

b) The Designer shall review the AMP to locate all asbestos containing materials that will be disturbed during the renovation work. If after review of the AMP and the building the Designer feels that a more in depth survey is required to test additional suspect materials or to retest materials, the Designer shall obtain two proposals and present these to the FP&C Project Manager.

c) The Designer shall prepare and furnish to the Owner floor plans and such other drawings as are necessary to indicate general areas in which materials containing asbestos may exist and which may require removal or encapsulation in order to execute the General Contract work as programmed and/or designed.

d) Said floor plans shall indicate the location of such materials to the best of the Designer's knowledge and belief, but shall not be construed as guaranteeing that all such materials in the project have been actually located or identified by the Designer.

3. The Owner, whenever feasible, will contract separately with a qualified asbestos abatement Contractor to remove and/or encapsulate the materials prior to advertising the project for renovation or demolition. If the Owner determines it is not feasible to contract separately for asbestos

abatement, the Owner shall instruct the Designer to include the asbestos abatement as part of the scope of the overall renovation or demolition project.

4. The Designer shall include in the project specifications for all projects the following paragraphs:

a) Upon encountering any previously unidentified materials which he suspects may contain asbestos, the Contractor shall immediately cease all work in the immediate vicinity of the suspected materials and notify the Designer and the Owner. The Owner shall retain consultants to identify the suspected materials. Upon identification, the Owner reserves the right to contract separately for the removal, or require the Contractor (if qualified) to remove said materials in accordance with the following provision. In any case, the work shall be performed by a licensed and certified Abatement Contractor.

b) The Louisiana Department of Environmental Quality (D.E.Q.) has issued the Louisiana Emission Standards for Hazardous Air Pollutants. Where asbestos is encountered in a project, the Contractor shall comply with all laws and ordinances pertaining to asbestos handling and abatement, including the latest revision of LAC 33:III, Chapter 25, Subchapter F, Emission Standards for Hazardous Air Pollutants, LAC 33: III, Chapter 27, Asbestos Containing Materials in Schools and Public Buildings and LAC:33III, Chapter 51, Subchapter M, Section 5151, Emission Standards for Asbestos.

Notification should be addressed to:

Asbestos Supervisor  
Louisiana Department of Environmental  
Quality  
Air Quality Division  
Post Office Box 4313  
Baton Rouge, Louisiana 70831-4313

c) If the Owner chooses to remove any previously unidentified materials by utilizing different

Contractors, the Contractor shall cooperate fully with the Owner's consultants and asbestos abatement Contractor permitting them full access to the project, and shall not resume work in the vicinity of the suspected materials until advised by the Designer and the Owner that it is safe to do so.

**Facility Planning & Control**  
**12. CLOSED SPECIFICATIONS**  
**R.S. 38:2290-2296**

PART V. REGULATIONS OF CLOSED SPECIFICATIONS  
AND EXCLUSIVE DISTRIBUTION OF MATERIALS

'2290. Closed specification prohibited; exception

A. No architect or engineer, either directly or indirectly, shall submit a closed specification of a product to be used in the construction of a public building or project, unless all products other than the one specified would detract from the utility of the building or except in those cases where a particular material is required to preserve the historical integrity of the building or the uniform appearance of an existing structure.

B. A closed specification shall not be submitted or authorized where any person or group of persons possess the right to exclusive distribution of the specified product, unless the product is required to expand or extend an existing system presently operation at the facility or site. Provided, however, that no such closed specifications shall be allowed until rules have been promulgated by the division of administration after oversight by the Senate and House Committees on Transportation and Public Works and other appropriate legislative committees.

Added by Acts 1965, No. 40, '1. Amended by Acts 1982, No. 596, '1, effective July 22, 1982. Amended by Act 678, No. 834, effective July 7, 1997

***See attached rule promulgated in accordance with R.S.38:2290(B)***

'2291. Written notice to approving authority of inclusion of closed specifications

Whenever an architect or engineer, either directly or indirectly, has included a closed specification in the specifications for a public building or project, he shall submit a written report to the building authority, ten days prior to the final submission of specifications, which report shall include the following:

A. Identification of each closed specification;

B. A concise statement of the reasons for including a closed specification;

C. Identification of other products which are apparently equal and a concise statement as to why they may be excluded under the provisions of R.S. 38:2290.

Added by Acts 1965, c. 40, '1.

'2292. Acceptance or rejection of closed specifications

The approving authority may accept a closed specification only after it determines that all products brought to its attention are excludable under the provisions of R.S. 38:2290, however, the approving authority must reject the closed specification, should another product of equal utility and appearance be submitted to them prior to letting of the bid, in which event the specifications must be amended so as to allow substitution of an equal.

Added by Acts 1965, c. 40, '1.

'2293. Effective of violation; proceedings to annul contracts violating provisions of this part

A. Any contract entered into in violation of any provision of this part shall be null and void.

B. The district attorney in whose district a violation of this part occurs, the attorney general, or any interested party has a right of action to bring suit for appropriate injunctive relief in the district court to nullify a contract entered into in violation of this part.

C. If a judgment of nullity is rendered in an action brought by a district attorney or by the attorney general pursuant to Subsection B hereof, the district court may award a civil penalty not in excess of ten thousand dollars against each offending party.

Added by Acts 1965, No. 40, '1. Amended by Acts 1980, No. 803, '1.

'2294. Separate bids

A. Each closed specification authorized by the approving authority shall be offered for bid as a separate item.

B. No contractor or subcontractor shall accept a bid on a closed specification unless the item is priced separately in the bid.

Added by Acts 1965, No. 40, '1.

'2295. Plans and specifications; required provisions

A. All plans and specifications for public works submitted by an architect or engineer shall include the following provisions relating to equal brand products other than those specified:

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

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

B. When in specifications or contract documents an architect or engineer specifies a particular brand, make of material, device, or equipment, or equal thereto, he shall adequately identify said product by including minimally, the model or catalog number of the product.

C. If a potential supplier wishes to submit for prior approval a particular product other than a product specified in the contract documents, he shall do so no later than seven working days prior to the opening of bids. Within three days, exclusive of holidays and weekends, after such submission, the prime design professional shall furnish to both the public entity and the potential supplier written approval or denial of the product submitted.

Added by Acts 1965, No. 40, '1; Amended by Acts 1980, No. 803, '1; Acts 1984, No. 182, '1; Acts 1985, No. 832, '1; Acts 1995, No. 484, '1.'2296.

Definitions

A. A "Closed Specification" shall be a product specified to the exclusion of all other products of apparent equal quality and utility.

B. "Exclusive distribution" shall be the right to control, either by contract or practice, directly or indirectly, the distribution of a product in a particularly defined area to the exclusion of any other distributor.

Added by Acts 1965, No. 40, '1. Amended by Acts 1980, No. 803, '1.

Title 38  
PUBLIC CONTRACTS, WORKS AND IMPROVEMENTS

**Chapter 10, Public Contracts**  
**Part V, Regulations of Closed Specifications and Exclusive Distribution of Materials**

Closed Specifications for Certain Products

A. This rule applies to the closing of specifications to products that are necessary to expand or match products in existing systems but for which a person or group of persons possess the right to exclusive distribution.

B. A closed specification may be submitted and authorized where a person or group of persons possess the right to exclusive distribution of the specified product when that product is required to expand or extend an existing system at a facility or site if that product is one of the systems listed below or a component of one of them and the approving authority has determined that all products other than the one specified would detract from the utility of the system and all other applicable requirements of R.S. 38:2290 through 2296 have been met.

1. Energy Management System
2. Chillers when Necessary for Refrigerant Conversion
3. Fire Alarm Systems.
4. Electronic Security Systems.
5. Elevators.
6. Nurse Call Systems.
7. Medical Gas Systems.
8. Stage Lighting Systems.
9. Sound Systems.
10. Clock Systems.
11. Brick and stone.

C. It is the responsibility of the approving authority to verify that the product for which the specification is closed is the only acceptable product and to comply with all applicable requirements of R.S. 38:2290 through 2296.

**NOTICE**

The foregoing references are included for information only. **No plans or specifications issued for bid shall contain a closed specification unless it has the written approval of Facility Planning and Control.** This Office has very strict procedures governing this matter.

## Facility Planning & Control

# 13. QUALIFICATION OF BIDDERS FOR HISTORIC RESTORATION PROJECTS

The Division of Administration is authorized to qualify bidders prior to bidding (*pre-qualify*) for projects that involve State owned buildings that are on the National Register of Historic Places or that are qualified to be on it. In accordance with this authorization this Department has published the following rule in the State Register. If this project involves a qualified building and if instructed to do so by Facility Planning & Control, the Designer shall proceed according to this rule.

### Title 34

## GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY CONTROL

### Part III. Facility Planning and Control

#### Chapter 1. Capital Improvement Projects

#### Subchapter B. Historic Restoration

#### '151. Historic Restoration Projects

A. This rule applies to the repair, renovation or reconstruction of any State-owned building that is listed on the National Register of Historic Places or any State-owned building which is eligible to be included on this Register. When required, eligibility shall be determined by the State Office of Historic Preservation. For these projects, Facility Planning and Control may require the Designer of the project to assess the structure and proposed scope of work and recommend if it will be in the best interest of the State to pre-qualify the bidders for the project. The items for consideration in this determination shall include but not be limited to the following:

1. Historic significance of the structure.
2. Extent of the work to be performed.
3. Condition of the structure before renovation.
4. Previous renovations.
5. Program objectives of the Owner and User.
6. Effect of law, codes, regulations and ordinances.
7. Environmental impact.
8. Long and short term economic impact.

B. Based on the results of this determination, the Designer shall recommend to Facility Planning and Control whether or not the bidders for the specific project should be pre-qualified and

justify his recommendation when required by Facility Planning and Control.

C. If Facility Planning and Control determines that it is in the best interests of the State to pre-qualify the bidders it shall instruct the Designer of the project to prepare a contractor's qualification statement and make it available to prospective bidders. The Designer shall also be instructed to administer the pre-qualification process including receipt and evaluation of completed qualification forms and recommendations to Facility Planning and Control regarding which contractors are qualified to submit bids for the work.

The Contractor's qualification statement shall be prepared using AIA Document A305. The requirements of this document shall be supplemented by requirements that will require the bidders to demonstrate actual, verifiable experience with projects of similar type and scope and may require the demonstration of actual, verifiable experience in specific required trades.

D. The Advertisement for Bids for any project requiring pre-qualification shall state this requirement and the last date for the submittal of contractor's qualification statements. Any statements received after this date will not be considered.

E. With the approval of Facility Planning and Control the Designer shall notify every applicant whether or not he or she has been determined to be qualified and allowed to bid.

This notification shall be provided within a time specified in the Advertisement for Bids.

- F. The Designer shall be responsible for answering reasonable request for justification of his or her determinations within a reasonable time and shall provide such a response at least five working days prior to the bid date provided the request for justification is received no later than three working days after the time the prospective bidder has been notified that he or she is not qualified. Unless these time requirements are met the Designer shall not be responsible for providing justifications or

changes of determination in time to allow prospective bidders to bid. The Designer's decisions in these matters shall be final.

- G. After the pre-qualification process is complete only pre-qualified bidders may submit bids on those designated projects and the contracts on those designated project shall be awarded to the pre-qualified bidder submitting the lowest responsive bid.

*AUTHORITY NOTE: Promulgated in accordance with R.S. 49:953(B) and R.S. 38:2212.4*



## 1. Correspondence, Conferences and Minutes

a. All correspondence, documents, etc. about this project shall be addressed to the Project Manager, Facility Planning and Control, with appropriate copies to the Umbrella, the User and the other agencies. **Each item of correspondence or document shall be identified by its Title and State Project & Part No. The State I.D. No. shall also be included if the project includes work on an existing building.**

b. The Project Manager for Facility Planning and Control:

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c. The contact person for the User Agency:

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d. The contact person for the Umbrella Agency:

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e. Facility Planning & Control will receive notification prior to all meetings or conferences held in connection with this project.

f. Designer shall keep minutes of all Meetings or Conferences during the course of this project and distribute them to the Owner, User, Umbrella and other agencies as directed, within seven (7) days.

## 2. Funding and Budget

a. Funds are appropriated to Facility Planning & Control by the State Legislature and can only be changed by the Legislature. The Project Program shall not deviate from the written intent of the Capital Outlay Bill.

b. The Funds Available for Construction (A.F.C.) are established by Facility Planning and Control and can only be changed by Facility Planning and Control.

c. Policy on Base Bid and Alternates:

(1) The Base Bid shall include all of the primary aspects required of the program to produce a fully usable, functional, and complete facility.

(2) The use of Alternate Bids must be approved by Facility Planning and Control. By state law, a maximum of three (3) alternates may be used. (Add alternates only).

(3) The Designer is responsible for designing the project so that the Base Bid plus all Alternates do not exceed the A.F.C.

d. Designer is to use the Statement of Probable Cost format provided by Facility Planning and Control in the preparation of estimates.

e. If federal funds are involved, compliance with any applicable federal regulations, **such as the Davis-Bacon Act on wage rate and payroll records, shall be required. The federal grantee, usually the user agency, will provide this information.**

## 3. Contract

a. The Designer's Contract consists of the Procedure Manual, the Instructions to Designers, and the written Contract including the User Program and all other attachments made a part thereof. The Contract is between Facility Planning and Control and the Designer, and can only be amended by the above two parties. Contact Facility Planning and Control for interpretations and clarifications.

b. Some of the sections of the instructions to Designers may not apply to this project. The Project Manager shall review the Instructions to Designers with the designer and delete the sections that do not apply.

c. The Instructions to Designers include a number of standard documents that are to be included in the Contract Specifications. These are listed in the Instructions for Specifications. Additional forms may be provided by the User Agency to be included in the Contract Specifications, including, but not limited to, the following.

- (1) Affirmative Action Compliance
- (2) Non-segregated Facilities Assurance
- (3) Equal Employment Opportunity Clause
- (4) For correctional center projects: Designer shall incorporate into the documents Department of Correction rules and regulation governing access to the site and conduct required while on the site.

d. The Design Time Schedule commences on the date of the Pre-Design Conference. The design time continues until delivery by the Designer of Bid Documents complete with seal, coordinated and ready to bid. Design submittals not conforming to Facility Planning and Control requirements will not be accepted for review, and design time will continue to accrue. The design time includes a specified number of days for reviews. Specific number of review days for each phase submittal shall be determined at the Pre-Design Conference.

e. Liquidated Damages will reduce the Designers fee, in accordance with the provisions of Article 5.5 of the Procedure Manual, should the design time be exceeded.

#### 4. Fees and Billings

a. Professional Design Services Invoices are approved at satisfactory completion of design work for phases outlined in Manual.

b. All billings to be on current form(s) as provided by Facility Planning and Control.

c. The Professional Design Services Invoice shall be submitted Facility Planning and Control for payment. FP&C can authorize payment from the original only. Do not submit copies to FP&C.

d. During construction, designer's invoices shall be sent directly to Facility Planning & Control.

e. During construction Designers' invoices shall be paid only after all required documentation has been received, including all site visit reports.

#### 5. Submittals

a. The content of each submittal during the design and bidding process is outlined in the

General Instructions to Designers. **The project manager shall discuss the required contents of each phase and the intent of the requirements.** No item of a submittal may be omitted without approval of FP&C. Always include a "Design Phase Submittal/Certification of Phase Completion" form with each submittal.

b. Submittal to FP&C shall include one (1) copy of all required documentation, with one (1) additional copy of sketches or Drawings and Specifications. Copies to User and Umbrella Agencies shall be as directed at the Pre-Design Conference.

c. The Project Manager and the Designer will discuss codes and laws and determine which edition, if different from that shown in the section entitled INSTRUCTIONS ON STANDARDS FORMS AND SPECIFICATIONS, will apply to this project. When referencing codes and standards in the specifications, specific edition dates and numbers for each shall be included. The method or program used to conduct the energy analysis, if not listed in the Advertisement, will also be determined at this time.

#### d. Regulatory Agencies:

(1) State Fire Marshal: 8181 Independence Blvd, Baton Rouge, Baton Rouge, Louisiana 70806, (225) 925-4920 or 800-256-5452.

(2) Regional Office of Public Health:  
for address and phone number contact: Center for Environmental Health Services, Engineering Services Physical, Address: 628 North 4th Street, Baton Rouge, LA 70802. Mailing Address: P.O. Box 4489, Baton Rouge, LA 70821-4489  
Phone Number: (225) 342-7499 (3) Division of Administration  
Office of Telecommunications Management  
Information Services Building, 1800 North 3<sup>rd</sup> Street, Baton Rouge, LA 70802. Mailing address: P. O. Box 94280, Baton Rouge, LA 70804-9280  
Attention: Plant & Facilities Section. (If applicable.)

(4) **Local building permits are not required for State Owned Buildings. However,** local zoning ordinances shall be checked for use compliance. It is also very important to comply with local flood zone requirements or FEMA Base Flood Elevations. See Instructions on Standard Forms and Specifications.

(5) It is important for the Designer to coordinate utility connections and provide copies of the documents to utility suppliers that request them. This includes local fire departments, particularly with regard to fire hydrant location.

(6) The project number shall be included on the State Fire Marshal Plan Review Application on the "Project Name" line.

e. Louisiana Code for State Owned Buildings. This applies to State owned buildings only. Documents, including the Code Analysis required by the Instructions to Designers, will be reviewed by FP&C for compliance with this code. FP&C may contract with the Office of State Fire Marshal for this review. In this case all communications between the Office of State Fire Marshal and the Designer shall be through FP&C. FP&C will provide official review comments to the Designer.

f. All User's comments on Design Phase Submittals shall come to Facility Planning and Control to transmit to the Designer. This is important to prevent duplication or conflict of comments. Designer is acting on his own and without authorization if he proceeds with User comments before receiving Facility Planning and Control comments or approval. Additional design work caused by failure to follow this procedure shall not be compensated. Should User or Umbrella comments not be received by FP&C within the established review period it will be assumed there are no User comments for that phase and the submittal will be returned without his comments.

g. It is very important that the Designer clearly present the design, particularly during the Design Development Phase, so that the User has a clear understanding of all aspects of the project. It is equally important that the User make every effort to understand the design. User requests for changes are a major source of change orders.

h. Property/Topographic Surveys, Geo-technical Services, Moisture Surveys, Etc.:

(1) Design Professional is to prepare written criteria for approval by FP&C (scope of services) and obtain two or more proposals for each of the Services, review for adequacy and budget (consult Facility Planning and Control), and make written recommendation to Facility Planning and Control.

(2) In agreement with the Designer, Facility Planning and Control will either:

(a). Have the Designer enter into a contract for the required services and amend the Designers contract providing a reimbursable expense for the amount of the contract plus an agreed upon amount for coordination (for contracts referencing the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction 2004 Edition or later, there will be no mark-up for coordination of property / topographic surveys and geotechnical services); or

(b). FP&C will issue contracts for the services required (for contracts referencing the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction 2004 Edition or later, the Designer will be responsible for holding the contract for property / topographic surveys and geotechnical services).

(3) Designer shall receive the copies of the reports/documents, the signed original invoice, etc. and check for completeness and adequacy, distribute as required and forward signed original invoice with recommendation for payment or non-payment to Facility Planning and Control.

## 6. Additional Policies and Procedures

a. The Designer shall advise FP&C of the earliest date that the Bid Documents will be ready to issue to prospective bidders. FP&C will coordinate the bid date with the Designer then advertise the project and mail a copy of the completed "Advertisement for Bids" for the Designer to bind into the specifications. The Designer may recommend an alternative method of plan distribution for approval by the Owner.

b. FP&C shall approve all recommended changes to Contract Documents prior to the Designer issuing and including such changes by addendum. Be sure that FP&C receives copies of all prior approvals.

c. Per R.S.38:2212 C.(2) **no addendum may be issued less than seventy-two (72) hours prior to advertised bid opening**, excluding Saturdays, Sundays and legal holidays without delaying the bid opening at least seven days, but not to exceed twenty-one (21) days.

d. The Designer or his representative shall be present at the bid opening and shall use the Bid Tabulation Sheet which is provided. The heading shall be completed and each prospective bidder, with their license number, shall be listed in alphabetical order. All entries shall be either typed or printed. Provide sufficient copies for all interested parties.

e. The Designer and User Agency are to recommend, by letter, whether to accept or reject bids to Facility Planning and Control.

f. If called for in the Advertisement for the Selection Board, the scope and schedule for "Per Cent for Art" shall be discussed and defined.

g. If the project is a renovation or involves any renovation the following shall be discussed:

1. Condition of the existing roof and any repairs or re-roofing that needs to be included.
2. Asbestos containing materials.
3. Lead based paint.
4. ADA.
5. Underground storage tanks.
6. Archaeological investigation.
7. Certificate of Appropriateness. (East Baton Rouge Parish only)
8. Demolition.

## 7. Quality Control

a. Discuss the need for mock-ups and testing of mock-ups. Examples of building systems to be considered shall include, but not be limited to, the following:

Exterior walls, particularly masonry, pre-cast concrete and exposed concrete.

Interior finishes, particularly tile and terrazzo.

Windows and window wall systems.

Sealants

Complete room

Light Fixtures

Include a complete description of the type and size of mock-ups and tests required in appropriate specification(s).

b. Discuss the importance of using standard, commonly available components, systems and

finishes. Special designs, colors, etc. are **NOT** to be used without prior written approval from Facility Planning and Control. They are costly to install, costly to add by change order and costly to maintain. Special shape masonry units, custom designed systems, non-standard profiles, special colors for factory finishes are examples.

c. Discuss the planning of any office spaces. The Project Manager will provide a copy of the Facility Planning and Control Space Entitlements and General Procedures.

d. Discuss the importance of preventing conditions that may lead to mold growth, with particular attention to moisture control in the building during the installation of materials that are sensitive to moisture, such as gypsum board, millwork, paint, vinyl wall covering, etc.

e. Discuss Testing Laboratory Services. The Owner will engage and pay the testing laboratory. The Designer shall recommend the types of testing required and provide an estimate of the cost. The Designer shall ensure that the testing laboratory attends the Pre-Construction Conference.

## 8. The Site and Program

a. The Preliminary Program has been furnished to the Designer as a part of the Contract. The Designer is to refine the Program, verify that the refined Program can be completed within the A.F.C. and fulfill all services as required in Article 7.1.1 of the Procedure Manual, Program Completion Phase. This phase cannot be omitted and cannot be combined with any other phase of the Designer's Services.

The approved program constitutes the basis for design. Any additions or deletions to the program are to be requested by the User Agency, in writing, of FP&C. The Designer is cautioned not to perform any work on changes to the Program unless authorized, in writing, by FP&C.

b. A discussion and review of the Program is now to take place.

## NOTES

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

### TIME SCHEDULE

Project Name \_\_\_\_\_

User \_\_\_\_\_

Location \_\_\_\_\_

Project No. \_\_\_\_\_ Part No. \_\_\_\_\_

Date of Pre-Design Conference \_\_\_\_\_

Original Contract Time \_\_\_\_\_ (Per Exhibit "A")  
Number of Review Days \_\_\_\_\_ (Per Exhibit "A")  
Number of Design Days \_\_\_\_\_

PHASE SUBMITTAL	ORIGINAL DATE DUE	DAYS EXT.	REVISED DUE DATE	REVIEW DAYS
Program Completion	_____	_____	_____	_____
Schematic Design	_____	_____	_____	_____
Design Development	_____	_____	_____	_____
Construction Documents	_____	_____	_____	_____
Bid Documents	_____	_____	_____	_____

*NOTE: This form is to be completed and submitted with the minutes of the Pre-Design Conference, and with each Design Submittal.*

## **Facility Planning & Control**

### **15. PRE-CONSTRUCTION CONFERENCE AGENDA**

*As a minimum the following items are to be covered in the pre-construction conference. The Designer may, at his discretion, add additional items which he feels are important to this particular project.*

#### **1. Contractor shall furnish the following prior to his first payment:**

- a. Cost breakdown (Schedule of Values), shall be in standard Construction Specifications Institute format.
- b. List Sub-contractors and major suppliers
- c. Information listed in Paragraph 7.1 of the Supplementary Conditions.
- d. Construction Schedule as defined in 3.10.2 of General Conditions and Supplementary Conditions.

No payments to the contractor shall be made until this information is provided.

#### **2. Roles of Individuals:**

a. **Designer** – shall be solely responsible for the direction of the project. The Designer shall keep and distribute minutes of all meetings. All instructions to contractor shall come from the designer. All decisions and directions shall be in writing. Verbal instructions shall be immediately confirmed in writing. The Designer and his principal consultants shall visit the project regularly according to the requirements of the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction. The Designer shall NOT assume the role of his principal consultants in site visits. Copies of Designer Site Visit Reports are to be sent to Facility Planning and Control and the User Agency on a weekly basis.

b. **Facility Planning and Control** - Designer to receive instructions only from Facility Planning and Control. Program or design changes shall be approved by Facility Planning and Control prior to any work being performed by the Designer.

c. **User Agency** - Address all requests for changes through Facility Planning and Control. Establish ground rules for the contractor and his personnel while working on their premises. If representatives of Facility Planning & Control or

the using agency find any discrepancies they believe to be contrary to the Contract Documents, they shall notify the designer. If it is thought that discrepancy needs immediate attention, the individual discovering the discrepancy and the contractor's representative should call the designer for immediate resolution.

d. **Contractor** - Work shall be according to the Contract Documents, not necessarily standard practice. Emergency action to protect life or property shall be taken immediately by the superintendent on the site. Less urgent action shall be resolved by telephone among the appropriate parties. Fire Marshal stamped prints shall be on the job at all times but shall not be used for construction purposes.

#### **3. Change Orders:**

All requests for a change in time and/or money shall be submitted to the designer, with proper back up data, for his review. The designer shall submit the Change Order to Facility Planning and Control with his recommendation of action required. The Change Order shall be approved by FP&C prior to any additional work being preformed

- a. Change Orders cannot be approved without the proper breakdown as required by the Supplemental Conditions, Section 7.2. The same requirements apply to time extension requests.
- b. Facility Planning and Control needs only the original and one (1) copy of backup.
- c. Change Orders should be rounded to the nearest whole dollar amount.
- d. User paid change orders are **not** allowed.
- e. User requested change orders are to be avoided.
- f. Change order documents shall be transferred between the Owner, Contractor and Designer using the document management system designated by Facility Planning and Control.

#### **4. Invoice Procedure:**

a. All invoices must include an original with original signatures, in blue ink.

1) Contractor shall submit original and three copies of the Certificate for Payment directly to the Designer. AIA Documents G702-1992 Application & Certificate for Payment and G703-1992 Continuation Sheet shall be used for submittal. Certificate for payment need **not** be notarized.

2) After review, the Designer shall process the Certificates as promptly as possible, in any case within seven (7) days. If a Certificate is held for any reason, written notice stating the reason for delay should be given the owner and the contractor. If a Certificate is changed for any reason, changes will be made to all copies.

3) Distribution of copies shall be as follows:  
a). Designer forwards original directly to Facility Planning and Control with a transmittal letter/memo.  
b). Designer forwards copy of transmittal letter and one (1) copy of Certificate to Contractor. One (1) copy retained for Designer records. One (1) copy sent to User Agency.

b. During construction, designer's invoices shall be sent directly to Facility Planning & Control.

c. If federal funds are involved, compliance with additional regulations is required including but not limited to:

Davis Bacon Act - Wage rate & payroll records.

Drug Free Workplace Act

Civil Rights EOP poster with name of EOP person shown.

d. Stored Materials must be on site for payment to be made. Payment will not be made for materials stored in a bonded warehouse or elsewhere.

e. A 45 Day Clear Lien and Consent of Surety (AIA Form G707) is required prior to final payment to the contractor.

#### **5. Prior Approval:**

Only items as specified or prior approved in accordance with the Contract Documents will be incorporated into the project. Approval of shop drawings does not relieve Contractor of complying with the Prior Approval clause.

#### **6. Testing Lab:**

a. The Owner will engage and pay for the testing laboratory if required. If the Contractor obtains the services of a testing laboratory he will be responsible for all costs for that laboratory

b. Designer should furnish Testing Lab with written notice of types and frequency of required tests. Set up procedure for Testing Lab notification.

c. No off site testing unless called for in the Contract Documents.

d. Facility Planning and Control will pay a minimum of standby time. Contractor may be billed if not well controlled.

e. Testing Lab invoices must be an original with original signatures of a Lab representative and the Designer on the face of the invoice.

#### **7. Project Sign**

When a project sign is specified, select location.

#### **8. Meetings:**

Establish a time and place for the Monthly Meeting. Notify FP&C prior to and provide minutes of all other meetings.

#### **9. Roofing:**

Pre-roofing Conference - establish a direct line of communication, iron out initial questions regarding the project and to review project submittal requirements. This conference should be held shortly after award of the roofing contract and a minimum of six (6) weeks prior to the anticipated start of roofing. Attendance by general contractor, roofing subcontractor and manufacturer's representative is required. A letter from the manufacturer stating the roofer is an approved applicator and sample warranties shall

be submitted at the Pre-roofing Conference, if not before.

a. General Guidelines for Low Sloped Roofs

1. Details in compliance with NRCA and Roof Manufacturer
2. Concrete Decks are to be primed.
3. Nailable Decks; Red Rosin sheet is required on wood decks.
4. Fastening per manufacturer's requirements to comply with I-90 FM rating.
5. Asphalt
  - a. Type IV asphalt shall be used for all modified bitumen mop-down systems
  - b. Temperature at the point of application shall be the EVT temperature plus or minus 25 degrees.
6. Insulation
  - a. All wet insulation is to be rejected and removed from the site.
  - b. All insulation joints shall be staggered, including daily tie-ins.
7. Metal
  - a. Color Selection
  - b. Gravel guard - use minimal raised lip for areas where drainage is over the edge.
8. Drainage: Most guarantees prohibit water remaining on the roof more than 48 hours.
9. Roofing guarantees
  - a. No dollar limit. Guarantee system from the deck up, naming all products within the system.
  - b. No language about "no pay, no guarantee".
  - c. Warranty start date to be on or very near date of Acceptance of Building Contract. The roofing warranty required for his project must meet the requirements of FP&C. It is important that the roofing manufacturer and applicator are aware of this. An incomplete or incorrect warranty **will** delay acceptance.
  - d. Supplemental Conditions Section 13.4.3, the Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction in any action brought under this contract.

10. Manufacturer's specification to be used in support of designer's specification. Manufacturer's requirements are a minimum, use designer's specification if it exceeds.

11. Track weather days including predicted rain percentage. Submit to designer monthly with pay estimate.

Pre-application Conference to verify readiness of the project structure, review assignments of Preliminary Conference, scan last minute details, changes or corrections and to review the anticipated schedule of progress. This conference should be held within one (1) week of roofing application. Attendance by general contractor, roofing subcontractor and superintendent or foreman and manufacturer's representative is required.

Representatives of the designer and FP&C shall be visiting the site to make sure the roof is being installed per the manufacturers requirements and the Contract Documents. If found not in compliance, tests and corrective measures may be required to prove the roof is acceptable. Tests include Blow-Off Testing, etc.

Moisture Survey - When installation is complete, FP&C will arrange to have a moisture survey performed. Deficiencies will be noted, either on the roof with paint or on roof plan drawing or both. After these deficiencies are corrected, this office will arrange to have these areas resurveyed. If these deficiencies are found not to be corrected and additional survey time is required, then the cost of this time will be assessed against the contractor at a rate of \$50.00 per hour through a credit change order.

Designer: Please fill out "Roof Completion Information" form and submit it with the Recommendation of Acceptance. If the roofed section is new, a scaled drawing is also needed. Preferably, this drawing would be on AutoCAD in compliance with the layers specified in our "Instructions to Designers."

**10. General Correspondence:**

- a. Project Number must be on all correspondence.
- b. Contractor shall copy Facility Planning and Control on any correspondence **if**:
  - 1) It involves a controversial issue.

2) It relates to information requests to the Designer that had not been furnished in a timely manner.

#### 11. Miscellaneous Items to be Discussed as Necessary:

- a. Shop drawings, samples, hardware and color schedules. Shop drawings submitted to the user by the designer are for record purposes only, not for approval. Approval is the sole responsibility of the designer.  
COLOR SELECTION: If the User does not approve color selections in a timely manner, the Designer, in consultation with FP&C, shall make the selections, which will be final.
- b. Establish the location and type of temporary facilities and utilities. Establish how payment for temporary utilities will be made and how costs will be tracked?
- c. Outages/Interruptions of Services. Contractor is to request, in writing, all outages/interruptions to the user. The amount of advance notice is to be determined by the user. Coordination of outages or interruptions is the responsibility of the contractor
- d. Contractor use/access to pertinent buildings and facilities.
- e. Location of staging area and/or fencing.
- f. Site and stored material security is the contractor's responsibility.
- g. Use of site, parking of vehicles, decals and/or permits for parking

- h. The User shall have first refusal of salvaged materials. Where are they to be delivered? The contractor is responsible for the disposition of all other materials in accordance with laws and regulations.
- i. Safety and First Aid. This is the contractor's responsibility.
- j. Procedure for keeping Record Documents. As-builts are prepared by Designer **with review and approval by the Contractor prior to submission to Facility Planning and Control**. Plans shall be marked "**AS-BUILT**". As-built drawings submitted to FP&C shall consist of (2) two sets of Record Drawings (As-Built) prepared by the Designer, in an archival quality format. AutoCAD disks may be required as part of the designer's contract. Acceptable As-builts are required prior to the designer's final payment.
- k. Use of any Asbestos Containing materials is prohibited.
- l. Pictures or videos of existing conditions may be made.

#### 12. Pre-Close Out Meeting

When the project reaches 75 to 80% completion the Designer will schedule a meeting with the Contractor, FP&C and the User to review the requirements and procedures for the Final Inspection and Acceptance.

#### NOTES

## **Facility Planning & Control**

### **16. PRE-CLOSEOUT CONFERENCE AGENDA**

As a minimum the following items are to be covered in the pre-Closeout conference. The Designer may, at his discretion, add additional items which he feels are important to this particular project.

As the subject project nears completion, you should be reminded of several requirements pertaining to acceptance of Facility Planning & Control projects, including:

**A.** Notify the local Fire Marshal's Office of the date and time of the Punch List Inspection. This must be done at least 7 days prior to the scheduled date. To issue an occupancy permit the Fire Marshal will require several certifications, including:

1. Designer submitted Certificate of Completion (Fire Marshal form.)
2. Sprinkler certification.
3. Fire Alarm certification.
4. Fire Extinguishers inspected and tagged by licensed contractor (unless invoice shows they are less than one year old.)
5. Elevator certification.
6. Boiler Inspection
7. All hot water heaters of 50 or more gallon capacity must be inspected (usually handled by the User.)

**B.** All equipment should be operating and instructions on usage given immediately to the User Agency. Withhold Punch List monies for this requirement.

1. Elevators are to be inspected by a representative of the Office of Risk Management.

**C.** Note that the 5 or 10% Retainage is only for liens. A separate amount must be withheld for Punch List work. If the value of the Punch List equals more than the funds remaining in the project, Acceptance must be delayed until the punch list value is reduced to the amount of remaining funds. The Designer shall provide the values for each item on the punch list.

**D.** On deeming the project to be "substantially

complete", the designer will complete and submit to FP&C, the Recommendation of Acceptance. FP&C will send the "NOTICE OF ACCEPTANCE OF BUILDING CONTRACT" to the contractor. This is the form to be filed in the courthouse. The 45-day lien period will not start until this document is filed. See Item (E.)

**E.** No project shall be accepted until both the Manufacturer's Roofing Warranty and the Contractor's Roofing Warranty are submitted and found to be in compliance with the requirements of the Contract Documents. In addition, please complete our Roof Completion Information form for each roof section (or have the roofer complete it.) A copy of the blank form is attached.

**Review the roofing manufacturer's guarantee to make sure it complies with the requirements of the Contract Documents. FP& C's standard requirements (for Built-up Roofing) include, but are not limited to the following:**

1. No dollar limit, leak tight warranty for at least 10 years.
2. System warranty. All components of the roofing system from the deck up are warranted, excluding edge metal and coping. The inclusion in the warranty coverage of the edge metal or coping is desirable.
3. If the warranty has a statement such as, "The manufacturer will not honor the warranty until the roofing contractor, the

supplier and the manufacturer have been paid in full...", FP&C requires either the statement removed from the warranty or a letter from the manufacturer saying they have been paid and the warranty is in effect.

4. Includes membranes, base sheet and insulation down to the structural deck.
5. If stated, wind storm must be at least Beaufort Number 11.
6. If the roof manufacturer's guarantee states that it is governed by the laws of another state, it is unacceptable.
7. The Supplemental Conditions calls for any legal action to be in the Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana.

**F.** The User Agency should provide a letter of concurrence prior to Acceptance.

**G.** Facility Planning & Control shall not approve payment of the 5% or 10% retainage without;

- (a.) an invoice approved by the designer,
- (b.) a Consent of Surety to Final Payment (AIA Form G707),
- (c.) a Clear Lien Certificate showing that 45 days have elapsed since the Notice of Acceptance was filed with the Clerk of Court. Note that, in obtaining the clear lien certificate, the contractor should ensure that the full forty-five (45) days have passed and that the forty-fifth day is not a legal holiday as legal holidays can extend the lien period. Clear lien certificates obtained on the forty-fifth day are not acceptable .

**H.** Facility Planning & Control requires certification by the designer that the punch listed work has been completed prior to any payment of money withheld for the Punch List. If the Punch List is not completed within 45 days after Acceptance, the contractor may be placed in default. Contractor must be paid for all punch list work completed by the end of the 45 day lien period at the end of the 45 day lien period.

**I.** As-builts, prepared in accordance with the General Instructions to Designers, must be submitted and approved prior to the Designer receiving Final Payment. The contractor is to "sign-off" on the as-builts. A "Final Report" should be submitted with the as-builts.

**J.** The Designer shall bring to the attention of the Contractor all deficiencies as soon as they are discovered and shall **NOT** wait until the punch list is prepared

#### **NOTES:**

Facility Planning & Control  
**DESIGN PHASE TRANSMITTAL**

In account with (Design Professional):

Project Name & Location:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Project No. \_\_\_\_\_ Part No. \_\_\_\_\_

Project Manager: \_\_\_\_\_

DESIGN PHASE SUBMITTAL

*Note: Check one (1) only, as applicable.*

- Program Completion
- Schematic Design

- Design Development
- Construction Documents

Materials Transmitted

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Time Schedule      | <input type="checkbox"/> Statement of Probable Cost    | <input type="checkbox"/> Fire Marshal                  |
| <input type="checkbox"/> Completed Program  | <input type="checkbox"/> Design Develop. Drawing       | <input type="checkbox"/> Div. of Health                |
| <input type="checkbox"/> Schematic Drawings | <input type="checkbox"/> Design Development Specs.     | <input type="checkbox"/> Ofc. of Telecom.              |
| <input type="checkbox"/> Outline Specs.     | <input type="checkbox"/> Design Calculations           | <input type="checkbox"/> Bid Recommendation            |
| <input type="checkbox"/> Code Analysis      | <input type="checkbox"/> Const. Documents Drawings     | <input type="checkbox"/> Previously Reviewed Documents |
| <input type="checkbox"/> Energy Analysis    | <input type="checkbox"/> Construction Documents Specs. |  |

**CERTIFICATION OF PHASE COMPLETION**

The signature below specifically certifies the following. (All boxes must be checked for the submittal to be complete.)

- The submittals for this phase have been prepared by me or under my direct supervision.*
- The applicable phase is complete and that all aspects of the project have been coordinated and checked.*
- I have reviewed the site, property and Topographic Surveys, Soils Reports and any other special services provided.*
- Regulatory Agencies have been contacted as well as suppliers of utilities.*
- Documents comply with the Public Bid Law, including R. S. 38:2290. ("Closed Specifications")*
- I, or my consultants, have copies of, or ready access to, all standard specifications referenced in the documents and know their contents, purpose and application to this project.*
- For Construction Document Phase Only: An interdisciplinary coordination review of all Construction Documents has been performed and review documentation has been provided.*

Designer's Signature & date

\_\_\_\_\_

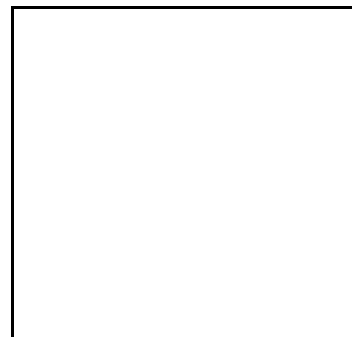
date: \_\_\_\_\_

copies provided to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Designer's Professional Seal

**STATE OF LOUISIANA  
FACILITY PLANNING AND CONTROL**

**PROFESSIONAL DESIGN SERVICES INVOICE**

In Account with: (Design Professional)

Application Number: \_\_\_\_\_ Date: \_\_\_\_\_

Project Name:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Project Number: \_\_\_\_\_ Part No.: \_\_\_\_\_  
CFMS NO. \_\_\_\_\_

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

ORIGINAL DESIGN FEE: \_\_\_\_\_

Amendment No.	Date	Reimbursable Expense	Revised Design Fee
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
	Expense Sum:	_____	_____
		<b>Total Contract Amount</b>	Revised Fee
		(Reimbursables + Design Fee)	_____

**PAYMENT DUE DESIGNER FOR SATISFACTORY COMPLETION OF SERVICES RENDERED**

<i>Phase Payment Due</i>	%	<i>Latest Revised Design Fee</i>	<i>Fee Due</i>
A1 Program Completion	05	X _____	= _____
A2 Schematic Design	15	X _____	= _____
A3 Design Development	30	X _____	= _____
A4 Construction Documents Submittal	51	X _____	= _____
A5 Construction Documents Approval	60	X _____	= _____
A6 Bidding and Contracts	65	X _____	= _____
A7 Construction	65 + (30 X _____ )	X _____	= _____
A8 Construction Close-out	99	X _____	= _____
A9 One Year Warranty Completion	100 (Max \$2,000)	X _____	= _____

B. Design Fee Earned to Date(A1 thru A9) = \_\_\_\_\_  
 C. Less Amount of Fee Previously Paid = \_\_\_\_\_  
 D. Amount of Fee Due (B-C) = \_\_\_\_\_  
 E. Reimbursable Expense Due: = \_\_\_\_\_  
 F. Total Amount Due (D+E) = \_\_\_\_\_

s/ \_\_\_\_\_  
 Designer's Signature

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

*By signing this invoice the Designer warrants that all sub-consultants will be promptly paid those amounts due them out of the amount paid to the Designer.*

**FACILITY PLANNING AND CONTROL ONLY**

Remarks:

Approved s/ \_\_\_\_\_  
 Project Manager date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **INSTRUCTIONS**

### **PROFESSIONAL DESIGN SERVICES INVOICE**

1. Professional Design Services Invoice shall only be submitted for payment at the successful completion of each phase, except the Construction Phase. During the Construction Phase the Designer's Invoice, when submitted, shall accompany the Contractor's Application and Certificate for Payment.
2. Unless otherwise instructed by this office, the Designer shall submit all Statements for Professional Design Services directly to Facility Planning and Control. Payment will be made from original invoices only. Facility Planning requires (1) original only. To readily identify original signatures the invoice shall be signed in a color ink other than black. Do not use black ink.
3. The Percentage of the Construction Contract completed shall be determined by dividing the Construction Contract sum to date into the total completed and stored to date.
4. Direct personnel and reimbursable expenses shall be amended into the contract prior to payment. Claims that are not a lump sum amount on any statement shall be substantiated with attached supporting documentation.

# Facility Planning & Control

## STATEMENT OF PROBABLE COST

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

PROJECT: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_ PART NO: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DESIGN PROFESSIONAL: \_\_\_\_\_

TOTAL NEW AREA BEING CONSTRUCTED: \_\_\_\_\_ sq. ft.

TOTAL EXISTING AREA BEING RENOVATED: \_\_\_\_\_ sq. ft.

PROJECT PHASE: \_\_\_\_\_ A F C: \_\_\_\_\_

			<u>PER CENT</u>	<u>AMOUNT</u>
DIVISION	1	General Requirements	_____	_____
DIVISION	2	Existing Conditions	_____	_____
DIVISION	3	Concrete	_____	_____
DIVISION	4	Masonry	_____	_____
DIVISION	5	Metals	_____	_____
DIVISION	6	Woods and Plastics	_____	_____
DIVISION	7	Thermal & Moisture Protection	_____	_____
DIVISION	8	Openings	_____	_____
DIVISION	9	Finishes	_____	_____
DIVISION	10	Specialties	_____	_____
DIVISION	11	Equipment	_____	_____
DIVISION	12	Furnishings	_____	_____
DIVISION	13	Special Construction	_____	_____
DIVISION	14	Conveying Equipment	_____	_____
DIVISION	21	Fire Suppression	_____	_____
DIVISION	22	Plumbing	_____	_____
DIVISION	23	Heating, Ventilating & Air Conditioning	_____	_____
DIVISION	26	Electrical	_____	_____
DIVISION	27	Communications	_____	_____
DIVISION	31	Earthwork	_____	_____
DIVISION	32	Exterior Improvements	_____	_____
DIVISION	—	_____	_____	_____
DIVISION	—	_____	_____	_____
TOTAL CONSTRUCTION COST OF BASE BID			_____	_____

ALTERNATES:

NUMBER 1	_____	_____
NUMBER 2	_____	_____
NUMBER 3	_____	_____

TOTAL CONSTRUCTION COST(BASE BID AND ALTERNATES) \_\_\_\_\_

ESTIMATED COST OF TESTING LABORATORY SERVICES \_\_\_\_\_

CD Phase only. Attach scope of services.

The foregoing includes the most common divisions of the CSI 49 Division Format. Others may be added as required.



# FINAL COST AND CONSTRUCTION DATA REPORT

PROJECT NAME: \_\_\_\_\_ SCHEDULE NUMBER: \_\_\_\_\_ PART NUMBER \_\_\_\_\_  
 LOCATION \_\_\_\_\_ SITE CODE: \_\_\_\_\_ BUILDING I.D. \_\_\_\_\_  
 DESIGNER: \_\_\_\_\_ BID DATE: \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_ COMPLETION DATE: \_\_\_\_\_

**BUILDING AREA:**

ENCLOSED AREA: \_\_\_\_\_

COVERED AREA(@ 1/2 actual) \_\_\_\_\_

DIVISIONS	COST	PER SQ Ft	
		PER CENT	AMOUNT
DIVISION 1	General Requirements	_____	_____
DIVISION 2	Existing Conditions	_____	_____
DIVISION 3	Concrete	_____	_____
DIVISION 4	Masonry	_____	_____
DIVISION 5	Metals	_____	_____
DIVISION 6	Woods and Plastics	_____	_____
DIVISION 7	Thermal & Moisture Protection	_____	_____
DIVISION 8	Openings	_____	_____
DIVISION 9	Finishes	_____	_____
DIVISION 10	Specialties	_____	_____
DIVISION 11	Equipment	_____	_____
DIVISION 12	Furnishings	_____	_____
DIVISION 13	Special Construction	_____	_____
DIVISION 14	Conveying Equipment	_____	_____
DIVISION 21	Fire Suppression	_____	_____
DIVISION 22	Plumbing	_____	_____
DIVISION 23	HVAC	_____	_____
DIVISION 26	Electrical	_____	_____
DIVISION 27	Communications	_____	_____
DIVISION 31	Earthwork	_____	_____
DIVISION 32	Exterior Improvements	_____	_____
DIVISION __	_____	_____	_____
DIVISION __	_____	_____	_____

**Total** \_\_\_\_\_

**FOR FACILITY PLANNING AND CONTROL USE**

Designers Fee: \_\_\_\_\_  
 Administrative Cost \_\_\_\_\_  
 Equipment \_\_\_\_\_  
 Change Orders – Misc. \_\_\_\_\_  
     Omission or Error \_\_\_\_\_  
     Owner Requested \_\_\_\_\_  
**TOTAL PROJECT COST** \_\_\_\_\_

Remarks \_\_\_\_\_

**BUILDING CLASSIFICATION:** \_\_\_\_\_

LIFE SAFETY CLASSIFICATION: \_\_\_\_\_

BUILDING CODE CLASSIFICATION: \_\_\_\_\_

Type of Facility \_\_\_\_\_

New \_\_\_\_\_ Addition \_\_\_\_\_ Renovation \_\_\_\_\_ No. of Bldgs. \_\_\_\_\_ Stories \_\_\_\_\_

Number of Beds \_\_\_\_\_ Cost per Bed \_\_\_\_\_

Number of Occupants \_\_\_\_\_ Cost per Occupant \_\_\_\_\_

**BUILDING CONSTRUCTION DESCRIPTION:**

Site work \_\_\_\_\_ No. of Parking Spaces \_\_\_\_\_

Foundation System \_\_\_\_\_

Structural Framing System \_\_\_\_\_

Exterior Walls \_\_\_\_\_

Insulation Walls \_\_\_\_\_ Attic \_\_\_\_\_

Roof Deck \_\_\_\_\_

Insulation \_\_\_\_\_

Surface \_\_\_\_\_

Interior Partitions \_\_\_\_\_

Ceiling System \_\_\_\_\_

Finishes Floors \_\_\_\_\_

Walls \_\_\_\_\_

Ceilings \_\_\_\_\_

Specials Construction \_\_\_\_\_

Conveying Systems \_\_\_\_\_

Sewage Disposal System \_\_\_\_\_

Water Supply System \_\_\_\_\_

Sprinkler System \_\_\_\_\_

Heating System \_\_\_\_\_ BTUH

Cooling System \_\_\_\_\_ Tons \_\_\_\_\_

Electrical System \_\_\_\_\_

**DESIGNER SIGNATURE:**

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

# INSTRUCTIONS TO BIDDERS

## COMPLETION TIME:

The Bidder shall agree to fully complete the contract within (\_\_\_\_\_) consecutive calendar days, subject to such extensions as may be granted under Paragraph 8.3, in the General Conditions and the Supplementary Conditions, and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

## LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of (\_\_\_\_\_) Dollars (\$\_\_\_\_\_) for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the "Notice to Proceed" or as amended by change order.

## ARTICLE 1

### DEFINITIONS

#### 1.1 The Bid Documents include the following:

Advertisement for Bids  
Instructions to Bidders  
Bid Form  
Bid Bond  
General Conditions of the Contract for Construction,  
AIA Document A201, 2007 Edition  
Supplementary Conditions  
Contract Between Owner and Contractor and Performance and Payment Bond  
Affidavit  
User Agency Documents (if applicable)  
Change Order Form  
Partial Occupancy Form  
Recommendation of Acceptance  
Asbestos Abatement (if applicable)  
Other Documents (if applicable)  
Specifications & Drawings  
Addenda issued during the bid period and acknowledged in the Bid Form

1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 and the Supplementary Conditions 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, or deleted for sums stated in alternate bids.

1.6 An alternate bid (or alternate) is an amount stated in the bid to be added to the amount of the base bid if the corresponding change in 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 Bid 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, regardless of discipline.

## ARTICLE 2

### PRE-BID CONFERENCE

2.1 A Pre-Bid Conference shall be held at the project site at least 10 days before the date for receipt for bids. The Architect shall coordinate the setting of the date, time and place for the Pre-Bid Conference with the User Agency and shall invite in writing the Owner and all who have received sets of the Bid Documents to attend. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Bid Documents, and to receive comments and information from interested Bidders. If the Pre-Bid Conference is stated in the Advertisement for Bids to be a Mandatory Pre-Bid Conference, bids shall be accepted only from those bidders who attend the Pre-Bid Conference. Contractors who are not in attendance for the **entire** Pre-Bid Conference will be considered to have not attended.

2.2 Any revision of the Bid Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum.

## ARTICLE 3

### BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

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

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

3.1.3 His bid is based solely upon the materials, systems and equipment described in the Bid Documents as advertised and as modified by addenda.

3.1.4 His bid is not based on any verbal instructions contrary to the Bid Documents and addenda.

3.1.5 He is familiar with Code of Governmental Ethics requirement that prohibits public servants and/or their immediate family members from bidding on or entering into contracts; he is aware

that the Designer and its principal owners are considered Public Servants under the Code of Governmental Ethics for the limited purposes and scope of the Design Contract with the State on this Project (see Ethics Board Advisory Opinion, No. 2009-378 and 2010-128); and neither he nor any principal of the Bidder with a controlling interest therein has an immediate family relationship with the Designer or any principal within the Designer's firm. (see La. R.S. 42:1113). Any Bidder submitting a bid in violation of this clause shall be disqualified and any contract entered into in violation of this clause shall be null and void.

3.2 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 Statutes 37:2150, et seq. will be considered, if applicable.

The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.

## ARTICLE 4

### BID DOCUMENTS

4.1 Copies

4.1.1 Bid Documents may be obtained from the Architect for a deposit as stated in the Advertisement for Bids. The deposit will be refunded as stated in the Advertisement for Bids. No deposits will be refunded on Bid Documents returned later than ten days after receipt of bids.

4.1.1.2 As an alternative method of distribution, the Designer may provide the Bid Documents in electronic format. They may be obtained without charge and without deposit as stated in the Advertisement for Bids.

4.1.1.2.1 If electronic distribution is available, printed copies will not be available from the Designer, but arrangements can be made to obtain them through most reprographic firms and/or plan rooms.

4.1.1.2.2 If electronic distribution is available, the reproduction cost on the first paper plan set

acquired by bona fide prime bidders will be fully refunded by the Designer upon delivery of the documents to the Designer in good condition no later than ten days after receipt of bids.

4.1.1.2.3 If electronic distribution is available, all other plan holders are responsible for their own reproduction costs.

4.1.2 Complete sets of Bid Documents shall be used in preparing bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

4.1.3 The Owner or Architect in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

#### 4.2 Interpretation or Correction of Bid Documents

4.2.1 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.

4.2.2 Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Architect, to reach him at least seven days prior to the date for receipt of bids.

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

#### 4.3 Substitutions

4.3.1 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. No substitutions shall be allowed after bids are received.

4.3.2 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) working days prior to the opening

of bids. (RS38:2295C) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the Bid Documents if the proposed product is used. Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

4.3.3 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.

#### 4.4 Addenda

4.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of Bid Documents.

4.4.2 Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose.

4.4.3 Except as described herein, 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 other legal holidays. If the necessity arises of issuing 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 at least seven but no more than twenty-one (21) working days, without the requirement of re-advertising. Facility Planning shall be consulted prior to issuance of such an addendum and shall approve such issuance. The revised time and date for the opening of bids shall be stated in the addendum.

4.4.4 Each Bidder shall ascertain from the Architect prior to submitting his bid that he has

received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

4.4.5 The Owner shall have the right to extend the bid date by up to (30) thirty days without the requirement of re-advertising. Any such extension shall be made by addendum issued by the Architect.

## ARTICLE 5

### BID PROCEDURE

#### 5.1 Form and Style of Bids

5.1.1 Bids shall be submitted on the Louisiana Uniform Public Work Bid Form provided by the Architect.

5.1.2 All blanks on the Bid Form shall be filled in manually in ink or typewritten.

5.1.3 Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

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

5.1.5 Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the bid non responsive and shall cause its rejection.

5.1.6 Bidders are cautioned to complete all unit prices should such be required in the Bid Form. Unit prices represent a price proposal to do a specified quantity and quality of work. Unit prices are incorporated into the base bid but are not the sole components thereof.

5.1.7 Bidders are strongly cautioned to ensure that all blanks on the bid form are completely and accurately filled in.

5.1.8 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

5.1.9 The bid shall include the legal name of Bidder and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract.

The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable under any of the following conditions:

(a) Signature on bid is that of any corporate officer or member of a partnership or partnership in commendam listed on most current annual report on file with Secretary of State.

(b) Signature on bid is that of authorized representative of corporation, partnership, or other legal entity and bid is accompanied by corporate resolution, certification as to the corporate principal, or other documents indicating authority.

(c) Corporation, partnership, or other legal entity has filed in the records of the Secretary of State, an affidavit, resolution or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. A bid submitted by an agency shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. The name and license number on the envelope shall be the same as the entity identified on the Bid Form.

5.1.10 On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under R.S. 37: 2150-2173 and show his license number on the bid above his signature or his duly authorized representative.

#### 5.2 Bid Security

5.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of five percent (5.0%) of the base bid and all alternates.

The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a Bid Bond written by a surety company licensed to do business in Louisiana and signed by the surety's agent or attorney-in-fact. The Bid Bond shall be written on the Facility Planning and Control Bid Bond Form, and the surety for the bond must meet the qualifications stated thereon. The Bid Bond shall include the legal name of the bidder be in favor of the State of Louisiana, Office of Facility Planning and Control, and shall be accompanied by appropriate power of attorney. The Bid Bond must be signed by both the bidder/principal and the surety in the space provided on the Facility Planning and Control Bid Bond Form. Failure by the bidder/principal or the surety

to sign the bid bond shall result in the rejection of the bid.

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 Bid Documents, within ten (10) days after written notice that the instrument is ready for his signature.

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.

5.2.2 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.

### 5.3 Submission of Bids

5.3.1 The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder. The envelope shall contain **only one bid form** 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 Facility Planning and Control Department 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 United States Mail, or express delivery, shall disqualify the bid.

If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, addressed to:

Facility Planning and Control,  
P. O. Box 94095  
Baton Rouge, Louisiana, 70804-9095.

Bids sent by express delivery shall be delivered to:

Facility Planning and Control  
Suite 7-160  
Claiborne Office Building  
1201 North Third Street  
Baton Rouge, Louisiana 70802

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

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

5.3.4 Oral, telephonic or telegraphic bids are invalid and shall not receive consideration. Owner shall not consider notations written on outside of bid envelope which have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.

### 5.4 Modification or Withdrawal of Bid

5.4.1 A bid may not be modified, withdrawn or canceled 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 R.S. 38:2214 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".

5.4.2 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.

5.4.3 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.

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

## ARTICLE 6

### CONSIDERATION OF BIDS

#### 6.1 Opening of Bids

6.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud, and a tabulation abstract of the amounts of the base bids and alternates, if any, will be made available to Bidders.

#### 6.2 Rejection of Bids

6.2.1 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.

#### 6.3 Acceptance of Bid

6.3.2 It is the intent of the Owner, if he accepts any alternates, to accept them in the order in which they are listed in the Bid Form. Determination of the Low Bidder shall be on the basis of the sum of the base bid and the alternates accepted. However, the Owner shall reserve the right to accept alternates in any order which does not affect determination of the Low Bidder.

## ARTICLE 7

### POST-BID INFORMATION

#### 7.1 Submissions

7.1.1 At the Pre-Construction Conference, the Contractor shall submit the following information to the Architect.

7.1.1.1 A designation of the work to be performed by the Contractor with his own forces.

7.1.1.2 A breakdown of the Contract cost attributable to each item listed in the Schedule of Values Form (attached). No payments will be made to the Contractor until this is received.

7.1.1.3 The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.

7.1.1.4 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, suppliers and labor.

7.1.2 The Contractor will be required to establish to the satisfaction of the Architect the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to such proposed Subcontractor's respective trades. The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

The General Contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's/or Material Supplier's failure to perform. Failure to perform includes, but is not limited to, a Subcontractor's financial failure, abandonment of the project, failure to make prompt delivery, or failure to do work up to standard. Under no circumstances shall the Owner mitigate the General Contractor's losses or reimburse the General Contractor for losses caused by these events.

7.1.3 Subcontractors and other persons and organizations selected by the Bidder must be used on the work for which they were proposed and shall not be changed except with the written approval of the Owner and the Architect.

7.1.4 The lowest responsive and responsible bidder shall submit to the Architect and the Owner within ten days after the bid opening a letter/letters from the manufacturer stating that the manufacturer will issue the roof system guarantee complying with the requirements of Facility Planning and Control based on the specified roof system and include the name of the applicator acceptable to the manufacturer at the highest level of certification for installing the specified roof system. This manufacturer shall be one that has received prior approval or is named in the specifications.

In accordance with La. R.S. 38:2227 and LA. R.S. 38:2212.10, each bidder on this project must

submit the completed Attestation Clause (Past Criminal Convictions of Bidders and Verification of Employees) form found within this bid package. The Attestation Clause form shall be submitted to Facility Planning and Control within 10 days after the opening of bids.

## **ARTICLE 8**

### **PERFORMANCE AND PAYMENT BOND**

#### **8.1 Bond Required**

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the State of Louisiana, Office of Facility Planning and Control.

#### **8.2 Time of Delivery and Form of Bond**

8.2.1 The Bidder shall deliver the required bond to the Owner simultaneous with the execution of the Contract.

8.2.2 Bond shall be in the form furnished by Facility Planning and Control, entitled CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND, a copy of which is included in the Bid Documents.

8.2.3 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 9**

### **FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

#### **9.1 Form to be Used**

9.1.1 Form of the Contract to be used shall be furnished by Facility Planning and Control, an example of which is bound in the Bid Documents.

#### **9.2 Award**

9.2.1 Before award of the Contract, the successful Bidder shall furnish to the Owner a copy of a Disclosure of Ownership Affidavit stamped by the Secretary of State, 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.

9.2.2 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents

9.2.3 When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is duly executed.

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Owner to provide name and address of owner)

**BID FOR:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Owner to provide name of project and other identifying information)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

**TO:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*(Owner to provide name and address of owner)*

**BID FOR:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <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**  
FOR  
**FACILITY PLANNING AND CONTROL PROJECTS**

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

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the State of Louisiana, Division of Administration, Office of Facility Planning and Control (Obligee), in the full and just sum of five (5%) percent of the total amount of this 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 as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is 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:

\_\_\_\_\_  
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.

\_\_\_\_\_  
PRINCIPAL (BIDDER)

\_\_\_\_\_  
SURETY

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

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



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.

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and 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 Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, sex, religion, national origin, genetic information, age 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 contract.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in seven (7) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION**

BY: \_\_\_\_\_  
**Jerry W. Jones, Assistant Commissioner**

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

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

BY: \_\_\_\_\_  
**ATTORNEY IN FACT**

\_\_\_\_\_

\_\_\_\_\_

**ADDRESS**

\_\_\_\_\_

**TELEPHONE NUMBER**

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

PROJECT NO.  
NAME

\_\_\_\_\_  
LOCATION:

A F F I D A V I T

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

PART I.

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

(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.

PART II.

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied.

For the purposes of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

\_\_\_\_\_  
NOTARY

# **SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2007 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

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

## **ARTICLE 1**

### **GENERAL PROVISIONS**

#### **1.1 BASIC DEFINITIONS**

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

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

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

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

1.5.1 Delete the first sentence of the paragraph.

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

## **ARTICLE 2**

### **OWNER**

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

2.2.1 Delete this paragraph.

2.2.2 In the first sentence, delete: “all before the Owner shall secure”.

## **ARTICLE 3**

### **CONTRACTOR**

#### **3.4 LABOR AND MATERIALS**

3.4.2 Delete this paragraph.

3.4.3 Delete this paragraph and substitute with the following:

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 paragraph. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS (R.S. 40:1724[A])**

3.7.1 Delete Subparagraph 3.7.1

3.7.2 In paragraph 3.7.2, replace the word "public" with the word "State".

Delete Subparagraph 3.7.5 and substitute the following:

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 L.R.S. 8:671 et seq., R.S. 49:213.1 et seq., 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**

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

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

### **3.9 SUPERINTENDENT**

3.9.1 Add the following to the end of the paragraph: Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

### **3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

3.10.1 Add the following: 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 with each Application and Certificate for Payment. No payment will be made until this schedule is received.

- 3.10.3 Add the following: If the Work is not on schedule, as determined by the Architect, and the Contractor fails to take action to bring the Work on schedule, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. Such default may be considered grounds for termination by the Owner for cause in accordance with 14.2.
- 3.10.4 Add the following: Submittal by the contractor of a schedule or other documentation showing a completion date for his Work prior to the completion date stated in the contract shall not impose any obligation or responsibility on the Owner or Architect for the earlier completion date.
- 3.10.5 Add the following: 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**

Add the following: 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.

## **ARTICLE 4**

### **ARCHITECT**

#### **4.1 GENERAL**

Delete Subparagraph 4.1.1 and substitute the following:

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

4.1.3 Delete the words: “as to whom the Contractor has no reasonable objection and”

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

4.2.1 In the first sentence, delete the phrase: “the date the Architect issues the final Certificate for Payment” and replace with the phrase “final payment is due, and with the

Owner's concurrence, from time to time during the one year period for correction of Work described in Section 12.2."

- 4.2.2 In the first sentence, after the phrase: "become generally familiar with"; insert the following: "and to keep the Owner informed about."

In the first sentence, after the phrase "portion of the Work completed", insert the following: "to endeavor to guard the Owner against defects and deficiencies in the Work,"

- 4.2.10 Add the following sentence to the end of Subsection 4.2.10:

There will be no restriction on the Owner having a Representative.

- 4.2.11 Add the following sentence to the end of Subsection 4.2.11:

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.

- 4.2.14 Insert the following sentence between the second and third sentences of Subsection 4.2.14:

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.

## **ARTICLE 5**

### **SUBCONTRACTORS**

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

Delete Subparagraph 5.2.1, and substitute the following:

- 5.2.1 Unless otherwise required by the Contract Documents, the Contractor shall furnish at the Pre-Construction Conference, to the Owner and the Architect, in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. No Contractor payments shall be made until this information is received.

Delete Subparagraph 5.2.2 and substitute the following:

- 5.2.2 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 non-performance of a subcontractor.

Delete Subparagraph 5.2.3 and 5.2.4 and add the following:

- 5.2.3 The contractor shall notify the Owner when a subcontractor is to be changed and substituted with another subcontractor.

#### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

Delete Subparagraphs 5.4.1, 5.4.2 and 5.4.3

### **ARTICLE 7**

#### **CHANGES IN THE WORK**

##### **7.1 GENERAL**

Add the following paragraph:

- 7.1.4 As part of the pre-construction conference submittals, the contractor is to submit the following prior to the commencement of Work:

Fixed job site overhead cost itemized with documentation to support daily rates.  
Bond Premium Rate with supporting information from the General Contractor's carrier.  
Labor Burden by trade for both Subcontractors and General Contractor.  
Internal Rate Charges for all significant company owned equipment.

Failure to submit this information as part of the pre-construction submittals shall prohibit the Contractor from claiming these items as costs on any change order issued on the project.

##### **7.2 CHANGE ORDERS**

Delete Subparagraph clause 7.2.1, and substitute the following paragraphs:

- 7.2.1 A Change Order is a written order to the Contractor prepared by the Architect and signed by the Owner and the Architect, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum 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 will have no effect.

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

- 7.2.2.1 Wages paid direct labor personnel, delineating a labor burden markup for applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes.
- 7.2.2.2 Cost of all materials and supplies, including the identification of each item and its cost including taxes.
- 7.2.2.3 Identify each necessary piece of machinery and equipment and its individual cost including taxes.
- 7.2.2.4 Increases in insurance premiums.
- 7.2.2.5 Bond costs.

Credit will not be required for Overhead and Profit.

- 7.2.3 Overhead and Profit - The Contractor and Subcontractor shall be due job-site and home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 25% 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, except credit will not be required for Overhead and Profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit will only be computed on the net extra cost to the Contractor.

- 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 7.2.2) and Overhead and Profit (as defined at 7.2.4), and shall be computed as follows:

- 7.2.4.1 When all of the Work is General Contract Work; 15% markup on the Cost of the Work.

- 7.2.4.2 When the Work is all Subcontract Work; 15% markup on the Cost of the Work for Subcontractor's Overhead and Profit, plus 10% 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 Contract Work and Subcontract Work; that portion of the direct cost that is General Contract Work shall be computed per 7.2.4.1 and that portion of the direct cost that is Subcontract Work shall be computed per 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.

- 7.2.4.4 Subcontract cost shall consist of the items in 7.2.2 above plus Overhead and Profit as defined in 7.2.4.

- 7.2.5 Before a Change Order is prepared, the Contractor shall provide 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.

- 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 The Contractor will be due extended fixed job-site overhead for time delays only when complete stoppage of Work occurs causing a contract completion extension, and the Contractor is unable to mitigate financial damages through replacement Work. The stoppage must be due to acts or omissions solely attributable to the Owner. In all cases the Contractor is to notify the Architect in writing as required by Article 15.1.2. Reasonable proof may be required by the architect that alternate Work could not be performed. Reasonable proof may be required by the Architect that the stoppage affected the Completion Date.

- 7.2.8 "Cost of the Work" whether General Contract cost or Subcontract cost shall not apply to the following:

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

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

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

Cost of supervision not specifically required by the Change Order.

- 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.

Add the following:

- 7.2.10 Unless otherwise agreed to by the Owner and Contractor, the Contractor shall submit all change order documents through the web based electronic document management system designated by Facility Planning and Control. Any fees charged by the provider of the system shall be the responsibility of the Owner. In using this system the Contractor shall strictly adhere to the naming conventions for change orders assigned by Facility

Planning and Control.

### **7.3 CONSTRUCTION CHANGE DIRECTIVES**

7.3.3 In the first sentence after following methods add: “, but not to exceed a specified amount.”

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

Delete the following from .4 of the list: “permit fees,”

Delete the following from .5 of the list: “and field office personnel”

7.3.9 Delete Subparagraph 7.3.9 and substitute the following:

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.

## **ARTICLE 8**

### **TIME**

#### **8.1 DEFINITIONS**

Add the following:

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**

Add to Subparagraph 8.2.1 the following:

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.

Delete Subparagraph 8.2.2

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

- 8.3.1 In the first sentence after the words Owner pending delete the words: “mediation and arbitration” and add the word: “litigation” and delete the last word: “determine” and add the following: “recommend, subject to Owner’s approval of Change Order. If the claim is not made within the limits of Article 15, all right for future claims for that month are waived.”

## **ARTICLE 9**

### **PAYMENTS AND COMPLETION**

#### **9.2 SCHEDULE OF VALUES**

Delete Subparagraph 9.2 and substitute the following:

- 9.2 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 attached Schedule of Values Format shall be used. 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 may not be modified without approval from the Owner and Architect.

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

Delete Subparagraph 9.3.1 and clause 9.3.1.1 and 9.3.1.2 and substitute the following:

- 9.3.1 Monthly, the Contractor shall submit to the Architect an Application & Certificate for Payment on the AIA Document G702-1992, accompanied by AIA Document G703-1992, and 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 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 will be made until the revised schedule required by Section 3.10.1 is received.

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.

Delete Subparagraph 9.3.2 and substitute the following:

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.

## **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

Subparagraph 9.5.1.7: Delete the word "repeated".

Delete Subparagraph 9.5.3

## **9.6 PROGRESS PAYMENTS**

Delete Subparagraph 9.6.1 and substitute the following:

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment within twenty 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 Delete the phrase: "no later than seven days" from the first sentence.

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

R.S. 9:2784 (A) and (C) 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.

9.6.4 Delete the first two sentences of Subparagraph 9.6.4 and add the following to the end of the Subparagraph:

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

guarantee from the recorder of mortgages, the claim deduction will be added back to the Contract Sum.

**9.7 FAILURE OF PAYMENT**

Delete Subparagraph 9.7

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

**9.8 SUBSTANTIAL COMPLETION**

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

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 will 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 45 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 will 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 will not be responsible for payment for any Work associated with change orders that is not incorporated into the contract at the time of the Recommendation of Acceptance.
- 9.8.6 Warranties required by the Contract Documents shall commence on the date of Acceptance of the Work unless otherwise agreed to in writing by the Owner and Contractor. Unless otherwise agreed to in writing by the Owner and Contractor, security, maintenance, heat, utilities, damage to the Work not covered by the punch list and insurance shall become the Owner's responsibility on the Date of Substantial Completion.
- 9.8.7 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Architect or Owner, the Owner may, at his option, contract to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts. If the surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the surety.

## **9.9 PARTIAL OCCUPANCY OR USE**

- 9.9.1 Delete paragraph and substitute the following:

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

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

9.10.1 After the first sentence, add the following:

If the Architect does not find the Work acceptable under the Contract Documents, the Architect shall make one additional inspection; if the Work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid \$175.00/hour for their time at the project site, for each additional inspection, to be withheld from the unpaid funds remaining in the Contract sum. The payment shall be made by the Owner and deducted from the construction contract funds.

9.10.4 Replace with the following:

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

- 9.10.4.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;
- 9.10.4.2 Failure of the Work to comply with the requirements of the Contract Documents irrespective of when such failure is discovered; or
- 9.10.4.3 Terms of special warranties required by the Contract Documents.

## **ARTICLE 10**

### **PROTECTION OF PERSONS AND PROPERTY**

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

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

#### **10.3 HAZARDOUS MATERIALS**

10.3.1 In the first sentence after (PCB) add: "or lead"

10.3.2 After the first sentence, delete all remaining sentences.

Add at the end: "The Contract time shall be extended appropriately."

#### **10.4 EMERGENCIES**

Delete Subparagraph 10.4 and substitute the following:

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

**ARTICLE 11**

**INSURANCE AND BONDS**

**Delete all of Paragraphs 11.1, 11.2 and 11.3 and substitute the following:**

**INSURANCE REQUIREMENTS FOR  
NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS**

**11.1** 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.

**11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE**

**11.2.1 Worker’s Compensation**

Worker’s Compensation insurance shall be in compliance with the Worker’s Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 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 and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best’s insurance company rating requirement may be waived for Worker’s compensation coverage only.

**11.2.2 Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on the project value. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

The aggregate loss limit must apply to each project. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The State project number, including part number, and project name shall be included on this endorsement.

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

<u>Type of Construction</u>	<u>Projects up to \$1,000,000</u>	<u>Projects over \$1,000,000 up to \$10,000,000</u>	<u>Projects over \$10,000,000</u>
<b>New Buildings:</b>			
Each Occurrence			
Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000



with Interstate 10 to the Louisiana – Mississippi border. If flood is included in the builder’s risk insurance policy, then the sub-limit shall not be less than ten percent (10%) of the total contract cost per occurrence. If flood is purchased as a separate policy, the limit shall be ten percent (10%) of the total contract cost per occurrence (with a max of \$500,000 if NFIP). Coverage for roofing projects shall **not** require flood coverage.

On projects South of this corridor, flood coverage shall be provided by the State of Louisiana as the Owner. The Contractor will be liable for the \$5,000 policy deductible from the Notice to Proceed date through the date of final payment of the project in the event of a flood loss.

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 greater of the fully-completed project value or the amount of the contract including any amendments. Flood coverage is not required.

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

11.2.6 Pollution Liability (*required when asbestos or other hazardous material abatement is included in the contract*)

Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$1,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated Work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all Work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy. 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 The insurer shall agree to waive all rights of subrogation against the Owner, its officers, agents, employees and volunteers for losses arising from Work performed by the Contractor for the Owner.

11.3.1.2 General Liability Coverage

- 11.3.1.2.1 The Owner, its officers, agents, employees and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is 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. 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.
- 11.3.1.2.3 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

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 a State of Louisiana self-insurance or commercial property policy through the Office of Risk Management (ORM), 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 ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will 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 will 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 Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Owner. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- 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 an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for Worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance as required in the contract.

11.3.3 VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Owner before Work commences and upon any contract renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana  
 Name of Owner  
 Owner Address  
 City, State, Zip  
 Attn: Project # \_\_\_\_\_

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. 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 such insurance as above provided, 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.

#### 11.3.4 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's certificates at any time.

If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

#### 11.3.5 WORKER'S COMPENSATION INDEMNITY

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

#### 11.3.6 INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, 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 State of Louisiana, all State Departments, Agencies, Boards, Commissions, 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.

#### 11.4 PERFORMANCE AND PAYMENT BOND

Add the following Subparagraph 11.4.3:

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

The Owner shall record within thirty (30) days the Contract Between Owner and Contractor and Performance and Payment Bond with the Clerk of Court in the Parish in which the Work is to be performed.

## ARTICLE 12

### UNCOVERING AND CORRECTION OF WORK

#### 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

At the end of the paragraph, add the following sentences: “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 At the end of the paragraph delete the last sentence and add the following sentences: If the Contractor fails to correct nonconforming Work 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 nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have the nonconforming 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 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.

12.2.2.1 At the end of the paragraph delete the last sentence and add the following sentences: If the Contractor fails to correct 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 warranty Work, through no fault of the Architect or Owner, the Owner may contract to have the 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 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.

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

#### **13.1 GOVERNING LAW**

Delete all after the word "located".

#### **13.2 SUCCESSORS AND ASSIGNS**

13.2.1 In the second sentence, delete "Except as ... 13.2.2"

Delete paragraph 13.2.2

#### **13.4 RIGHTS AND REMEDIES**

Add the following clause 13.4.3

13.4.3 The Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction and venue in any action brought under this contract.

#### **13.5 TESTS AND INSPECTIONS**

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

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

Delete the last sentence of Subparagraph 13.5.1

#### **13.6 INTEREST**

Delete Paragraph 13.6

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

Delete Paragraph 13.7 (See L.R.S. 38:2189).

## **ARTICLE 14**

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

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

Delete clause 14.1.1.4

In Subparagraph 14.1.3, after the word “profit” add the following: “for Work completed prior to stoppage”.

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

Add the following clause:

14.2.1.5 Failure to complete the punch list within the lien period as provided in 9.8.2.3.

14.2.3 Add the following sentence:

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

14.2.5 Add the following Subparagraph:

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

## **ARTICLE 15**

### **CLAIMS AND DISPUTES**

#### **15.1 CLAIMS**

In the first sentence of Subparagraph 15.1.1, after the word “money”, add the phrase: “extension of time,”

15.1.2 Add the following to the end of the paragraph: 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 In the second sentence of the Subparagraph, delete “the decisions of the Initial Decision Maker” and replace with: “his/her decision”.

Delete Paragraph 15.1.5.2 and substitute the following:

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.

15.1.5.3 Add the following Subparagraph:

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

January	<u>11</u> days	July	<u>6</u> days
February	<u>10</u> days	August	<u>5</u> days
March	<u>8</u> days	September	<u>4</u> days
April	<u>7</u> days	October	<u>3</u> days
May	<u>5</u> days	November	<u>5</u> days
June	<u>6</u> days	December	<u>8</u> 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.*

## 15.2 INITIAL DECISION

15.2.1 In the second sentence, delete the word "will" and replace with: "shall always".

In the second sentence, delete the phrase: "unless otherwise indicated in the Agreement."

In the third sentence, delete the word "mediation" and replace with: "litigation".

In the third sentence, delete: "unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered."

15.2.5 In the middle of the first sentence, delete all after the phrase: "rejecting the Claim".

In the second sentence, delete the phrase: "and the Architect, if the Architect is not serving as the Initial Decision Maker."

In the third sentence, delete all after: "binding on the parties" and add the following: "except that the Owner may reject the solution or suggest a compromise or both."

15.2.6 Delete Paragraph.

Delete Subparagraph 15.2.6.1

**15.3 MEDIATION**

Delete Article 15.3

**15.4 ARBITRATION**

Delete Article 15.4

**ROOFING GUARANTEE R1**

**OWNER:** STATE OF LOUISIANA

**ADDRESS:** OFFICE OF FACILITY PLANNING AND CONTROL  
POST OFFICE BOX 94095 CAPITOL STATION  
BATON ROUGE, LOUISIANA 70804-9095

WHEREAS \_\_\_\_\_

Address \_\_\_\_\_

Telephone (\_\_\_\_)\_\_\_\_\_,  
herein called the "Roofing Contractor", has performed roofing and flashing in accordance with the Contract Documents for Project No. \_\_\_\_\_, Part No. \_\_\_\_\_ (hereinafter called the "Work") under a

Subcontract with \_\_\_\_\_

General Contractor on the Following Project: \_\_\_\_\_

Name of Project: \_\_\_\_\_

User Agency: \_\_\_\_\_

Location/Address: \_\_\_\_\_

Name and Type of Building(s): \_\_\_\_\_

\_\_\_\_\_ Building I.D. \_\_\_\_\_

Type(s) of Roof Deck(s): \_\_\_\_\_

\_\_\_\_\_

Total Roof Area: \_\_\_\_\_ SF; Flashing, Edge: \_\_\_\_\_ LF; Base: \_\_\_\_\_ LF

Date of Acceptance: \_\_\_\_\_ Guarantee Period: 2 Years

Date of Expiration: \_\_\_\_\_

AND WHEREAS the Roofing Contractor has contracted (as a Subcontractor) to guarantee said work against water entry from faulty or defective materials and workmanship for the designated Guarantee period;

AND WHEREAS the General Contractor, by its acceptance of the Contract for the above described project, has jointly assumed with the Roofing Contractor the obligations to the Owner of said guarantee against leaks and faulty or defective materials and workmanship;

NOW THEREFORE the Roofing Contractor and the General Contractor jointly and severally guarantee, subject to the terms and conditions herein set forth, that during the Guarantee Period they will at their own cost and expense, make or cause to be made with approved procedures and materials such repairs to or replacements of said work resulting from water entry or faults or defects of said Work as are necessary to correct faulty and defective work and as are necessary to maintain said Work in watertight conditions and further to respond on or within two (2) working days upon written notification of leaks or defects by the Owner/User Agency. Furthermore, they will at their own cost and expense maintain the roof for (2) years after acceptance, in accordance with the current edition of the Roof Maintenance Manual published by the Roofing Industry Educational Institute. The roof shall be inspected a minimum of twice each year, and a report prepared documenting the conditions observed at each inspection. These inspections shall be made once during the months of April or May and once during the months of September and October. Two copies of each report shall be forwarded to the Owner and User Agency.

This Guarantee is made subject to the following terms and conditions:

1. Specifically excluded from this guarantee are damages to the Work, other parts of the building and building contents caused by: A) lightning, and storm (includes hurricanes and tornadoes), hailstorm, earthquakes and other unusual phenomena of the elements; B) fire; and C) structural failures causing excessive roof deck, edgings and related roof components movement. When the Work has been damaged by any of the foregoing causes, the Guarantee will be null and void until such damage has been repaired by the Roofing Contractor, and until the cost and expense thereof has been paid by the Owner or another responsible party so designated.
2. During the Guarantee Period, if the Owner/User Agency allows alteration of the Work by anyone other than a Contractor approved in writing by the Roofing Subcontractor, General Contractor, and Roofing Material Manufacturer prior to the work being performed, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the Owner/User Agency engages the Roofing Contractor to perform said alterations, the Guarantee shall not become null and void, unless the Roofing Contractor, prior to proceeding with said work, shall have notified the Owner/User Agency in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the Work, thereby reasonably justifying a termination of this Guarantee.
3. During the Guarantee Period, if the original use of the roof is changed and it becomes used for, but for which it was not originally designed or specified, as a promenade, work deck, spray-cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.
4. During the Guarantee Period, if any building or area of a building is changed to uses creating extremes of interior temperature and/or humidity, but for which it was not originally designed and specified, without provisions and alterations made to the building which effectively contain or control these conditions, this guarantee shall become null and void upon the date of said change.
5. The Owner/User Agency shall promptly notify the Roofing Contractor in writing of observed, known or suspected leaks, defects or deterioration, and shall afford reasonable opportunity for the Roofing Contractor to inspect the Work, and to examine the evidence of such leaks, defects or deterioration.
6. This Guarantee is recognized to be the only guarantee of the General and Roofing Contractor on said work, and shall not operate to restrict or cut off the Owner from other remedies and recourses lawfully available to him in case of roofing failure. Specifically, this Guarantee shall not operate to relieve the

Roofing Contractor of his responsibility for performance of the original work, regardless of whether the Contract was a Contract directly with the Owner or a Subcontract with the Owner's General Contractor.

IN WITNESS THEREOF, this instrument has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Roofing Contractor's Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Representing: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

And has been countersigned by the General Contractor issuing the Roofing Contractor's Subcontract for said work:

Name of General Contractor: \_\_\_\_\_

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Representing: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Witness: \_\_\_\_\_

**ROOFING GUARANTEE R2**

**OWNER:** STATE OF LOUISIANA

**ADDRESS:** OFFICE OF FACILITY PLANNING AND CONTROL  
POST OFFICE BOX 94095 CAPITOL STATION  
BATON ROUGE, LOUISIANA 70804-9095

WHEREAS \_\_\_\_\_

Address \_\_\_\_\_

Telephone,(\_\_\_\_)\_\_\_\_\_

herein called the "Roofing Contractor", has performed roofing and flashing in accordance with the Contract Documents for Project No. \_\_\_\_\_,Part No. \_\_\_\_\_ (hereinafter called the "Work") under a Contract with the Owner.

Name of Project: \_\_\_\_\_

User Agency: \_\_\_\_\_

Location/Address: \_\_\_\_\_

Name and Type of Building(s): \_\_\_\_\_

\_\_\_\_\_ Building I.D. \_\_\_\_\_

Type(s) of Roof Deck(s): \_\_\_\_\_

Total Roof Area: \_\_\_\_\_ SF; Flashing, Edge: \_\_\_\_\_ LF; Base: \_\_\_\_\_ LF

Date of Acceptance: \_\_\_\_\_ Guarantee Period: 2 Years

Date of Expiration: \_\_\_\_\_

AND WHEREAS the Roofing Contractor has contracted to guarantee said work against water entry from faulty or defective materials and workmanship for the designated Guarantee period;

NOW THEREFORE the Roofing Contractor as the General Contractor guarantees, subject to the terms and conditions herein set forth, that during the Guarantee Period he will at his own cost and expense, make or cause to be made with approved procedures and materials such repairs to or replacements of said work resulting from water entry or faults or defects of said Work as are necessary to correct faulty and defective work and as are necessary to maintain said Work in watertight conditions and further to respond on or within

two (2) working days upon written notification of leaks or defects by the Owner/User Agency. Furthermore, he will at his own cost and expense maintain the roof for (2) years after acceptance, in accordance with the current edition of the Roof Maintenance Manual published by the Roofing Industry Educational Institute. The roof shall be inspected a minimum of twice each year, and a report prepared documenting the conditions observed at each inspection. These inspections shall be made once during the months of April or May and once during the months of September and October. Two copies of each report shall be forwarded to the Owner and User Agency.

This Guarantee is made subject to the following terms and conditions:

1. Specifically excluded from this guarantee are damages to the Work, other parts of the building and building contents caused by: A) lightning, windstorm (includes hurricanes and tornados), hailstorm, earthquakes and other unusual phenomena of the elements; B) fire; and C) structural failures causing excessive roof deck, edgings and related roof components movement. When the Work has been damaged by any of the foregoing causes, the Guarantee will be null and void until such damage has been repaired by the Roofing Contractor, and until the cost and expense thereof has been paid by the Owner or another responsible party so designated.
2. During the Guarantee Period, if the Owner/User Agency allows alteration of the Work by anyone other than a Contractor approved in writing by the Roofing Subcontractor, General Contractor, and Roofing Material Manufacturer prior to the work being performed, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the Owner/User Agency engages the Roofing Contractor to perform said alterations, the Guarantee shall not become null and void, unless the Roofing Contractor, prior to proceeding with said work, shall have notified the Owner/User Agency in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the Work, thereby reasonably justifying a termination of this Guarantee.
3. During the Guarantee Period, if the original use of the roof is changed and it becomes used for, but for which it was not originally designed or specified, as a promenade, work deck, spray-cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.
4. During the Guarantee Period, if any building or area of a building is changed to uses creating extremes of interior temperature and/or humidity, but for which it was not originally designed and specified, without provisions and alterations made to the building which effectively contain or control these conditions, this Guarantee shall become null and void upon the date of said change.
5. The Owner/User Agency shall promptly notify the Roofing Contractor in writing of observed, known or suspected leaks, defects or deterioration and shall afford reasonable opportunity for the Roofing Contractor to inspect the Work, and to examine the evidence of such leaks, defects or deterioration.
6. This Guarantee is recognized to be the only guarantee of the General and Roofing Contractor on said work, and shall not operate to restrict or cut off the Owner from other remedies and recourses lawfully available to him in case of roofing failure. Specifically, this Guarantee shall not operate to relieve the Roofing Contractor of his responsibility for performance of the original work, regardless of whether the Contract was a Contract directly with the Owner or a Subcontract with the Owner's General Contractor.

IN WITNESS THEREOF, this instrument has been duly executed this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_.

Roofing Contractor's Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Representing: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

WITNESS \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Witness: \_\_\_\_\_

**ROOFING GUARANTEE R-3 (Metal)**

**OWNER:** STATE OF LOUISIANA OFFICE OF FACILITY PLANNING AND CONTROL  
POST OFFICE BOX 94095 CAPITOL STATION  
BATON ROUGE, LOUISIANA 70804-9095

Whereas \_\_\_\_\_

Address \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_  
herein called the Contractor, has provided pre-formed, pre-finished metal roofing, flashing, accessories and miscellaneous items required for a complete roof system installation in accordance with the Contract Documents for the PROJECT:

Name of Project: \_\_\_\_\_

Project Number \_\_\_\_\_, Part No. \_\_\_\_\_

User Agency: \_\_\_\_\_

Location/Address: \_\_\_\_\_

Name and Type of Building(s): \_\_\_\_\_ Bldg. I.D. \_\_\_\_\_

Type of System: (Standing Seam, SR, Flat Seam, etc. \_\_\_\_\_

Total Roof Area: \_\_\_\_\_ SF; Total Length of Ridge \_\_\_\_\_ LF ;

Total Length of Valley: \_\_\_\_\_ LF: Total Length of gutter/fascia trim: \_\_\_\_\_

Date of Acceptance \_\_\_\_\_ Two year Guarantee Expiration \_\_\_\_\_

AND WHEREAS the Contractor has contracted to guarantee said work against water entry from faulty or defective materials and workmanship for the designated Guarantee period of TWO (2) YEARS from the date of the Final acceptance of the Project;

NOW THEREFORE the Contractor guarantees, subject to the terms and conditions herein set forth, that during the Guarantee Period the Contractor will at his own cost and expense, make or cause to be made with approved procedures and materials such repairs to or replacements of said work (including any wetted thermal insulation) resulting from water entry or faults or defects of said Work as are necessary to maintain said Work in watertight conditions and further, respond on or within TWO (2) working days upon written notification of leaks or defects by the Owner/User Agency.

This Guarantee is made subject the following terms and conditions

1. Specifically excluded from this guarantee are damages to the Work, other parts of the building(s) and building contents caused by: A) lighting; windstorm (including hurricanes and tornadoes), hailstorm, earthquake and other unusual phenomena of the elements; B) fire; and C) structural failures causing excessive roof deck, edges and related roof component movement. When the Work has been damaged by any of the foregoing causes, the Guarantee will be suspended until such time as the damage has been repaired, and until the cost and expense thereof has been assigned or paid by the Owner or the responsible party. The guarantee shall be reinstated upon Final Acceptance of the damage repair Work by both the Owner & Contractor.

2. During the Guarantee Period, if the Owner/ User Agency allows alteration of the Work by anyone other than a Contractor approved in writing by the original Contractor and/or Roofing Material Supplier prior to the work being performed, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything (i.e. signs) onto the roof, this Guarantee shall become null and void as of the date of said alterations. If the Owner/ User Agency engages the original Contractor for said alterations, the Guarantee shall be maintained in force unless the Contractor presents written notification to the Owner that the intended work will likely damage or cause deterioration of the base work, thereby justifying a termination of the original Guarantee.

3. The Owner/User Agency shall promptly notify the Contractor in writing of observed, known or suspected leaks, defects or condition deterioration and shall afford a reasonable opportunity for the Contractor to inspect the work and examine evidence of such leaks, defects or deterioration .

4. This Guarantee is recognized to be the only guarantee of the Contractor of said work, and shall not operate to restrict or cut-off the Owner from any other remedies and recourse lawfully available to him in case of roofing failure to any cause or degree. Specifically, this Guarantee shall not operate to relieve the Contractor of his responsibility for the performance of the original work.

IN WITNESS THEREOF, this instrument has been duly executed  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Contractor's Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Telephone Number \_\_\_\_\_

WITNESS: \_\_\_\_\_

And if applicable, is countersigned by the following Sub Contractor, Installer, or other party (as indicated) who acted as agent or represented the Contractor during the performance of the work:

Countersignee Name: \_\_\_\_\_

*(Type or Print)*

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

Representing: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Witness: \_\_\_\_\_

# Facility Planning and Control State of Louisiana

## TWENTY (20) YEAR WEATHERTIGHTNESS METAL ROOF SYSTEM - LIMITED WARRANTY

We, \_\_\_\_\_(*manufacturer*)\_\_\_\_\_ the manufacturer; warrants to the State of Louisiana herein referenced as "Owner" of the building described below that subject to the terms, conditions, limitations and warranty responsibility stated herein ; \_\_\_\_\_(*manufacturer*)\_\_\_\_\_ warrants with no dollar limit (NDL) the undersigned Contractor workmanship and will repair any leaks in the \_\_\_\_\_(*manufacturer*)\_\_\_\_\_ roofing system (Roofing System); and further, agrees to replace all wetted thermal roof insulation caused by said leak(s), of the installed roof over the life of this TWENTY (20) YEAR WARRANTY commencing with the date of Acceptance of the Project (as defined in the Contract Documents).

Satisfactory repair of reported leaks shall not serve to extend the term of the original 20-Year Warranty period for either the repair or the entire Roof System, but rather serve to maintain the Roof System weathertightness condition for the entire term of the original warranty.

Neither \_\_\_\_\_(*manufacturer*)\_\_\_\_\_ or undersigned Contractor makes any other warranty whatever, expressed or implied. All implied warranties of merchantability and all implied warranties of fitness for any particular purpose which exceed or differ from the warranties herein expressed are disclaimed by each and all of said parties and are hereby excluded from this 20-Year Weathertightness Limited Warranty.

In no event shall \_\_\_\_\_(*manufacturer*)\_\_\_\_\_ be held liable for any commercial loss, claims for labor or consequential damages of any other type not specifically referenced herein, whether Owner=s claim be based in contract, tort, or strict liability.

### TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide \_\_\_\_\_(*manufacturer*)\_\_\_\_\_ with written notice within THIRTY (30) days of discovery of any leaks in the Roof System; after which date, the principal to this warranty shall be expected to respond to said leak report within a period of TEN (10) working days.

a) Failure to respond, shall enable the Owner to engage service of "others" to address the problem without jeopardizing Owner's protection under terms of the original warranty.

b) Further, by \_\_\_\_\_(*manufacturer*)\_\_\_\_\_s failure to respond as specified, subjects manufacturer to liability for full reimburse to the Owner for all costs incurred to engage the services of "others" in order to protect the building from further damage by roof leak(s).

c) \_\_\_\_\_(*manufacturer*)\_\_\_\_\_ cannot be held responsible for lack of performance or liable under the terms of this warranty due to Owner's failure to report claims as specified.

2. After a leak report is filed; \_\_\_\_\_(*manufacturer*)\_\_\_\_\_ shall determine whether the leak is caused by defects in manufactured material or in the workmanship and affect the Roof System repair in accordance with repair obligations herewith. In the event a determination is made that neither defect in manufactured material or workmanship is at fault, the Owner shall be so advised in writing and permitted to exercise other remedies without jeopardy to provisions of the original warranty.

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20-Year Weathertightness Warranty continued;

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3. The \_\_\_(manufacturer)\_\_\_\_\_ shall not have any liability under the terms of this 20-Year Weathertightness Warranty for any NDL repair or replacement caused by one or more of the following:

- a) Acts of Nature - including but not limited to; lightning, hurricane, tornado, earthquake, hailstorm and falling trees or limbs.
- b) Deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water.
- c) Corrosion caused by heavy fall out or exposure to corrosive chemicals, ash or fumes from chemical plants, foundries, plating works, kilns, fertilizing manufacture and paper manufacturing plants - if either cause is located less than one-half mile radius distant from the building.
- d) Deterioration caused by corrosive or condensates generated or released from within the building itself.
- e) Damages caused by workers or work activity on the roof.
- f) Structural failures affecting (but not part of) the Roof System.
- g) Unauthorized alterations or modifications of the Work by anyone other than a Contractor agreed to in writing by all parties to this warranty.
- h) Failure of the Owner to exercise reasonable care and maintenance.

4. During the Term of this warranty; and within 72 hours of formal request, the Owner shall permit \_\_\_(manufacturer)\_\_\_, or manufacturer's agent access to the roof during regular business hours.

5. Failure of either party to exercise or enforce specific terms, conditions or provisions shall not be construed to be a waiver of same.

6. With exception of wetted insulation, the \_\_\_(manufacturer)\_\_\_\_\_ shall not be responsible for consequential damage or loss to the building, its contents, or other material as a provision of this warranty.

7. The \_\_\_(manufacturer)\_\_\_\_\_ shall not have any liability or responsibility at any time for, or as a consequence of any condensation or underside corrosion which is or was caused at anytime by any condensation resulting from either or both of the following:

- a) Inadequate ventilation of the attic space between the roof panel and insulation, when insulation is installed on top of existing roof.
- b) The use of inadequate vapor barrier where the insulation is installed immediately beneath roof panels.

8. As required by the Contract Documents, the Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction in any action brought as a result of this warranty by any party hereto.

9. This Warranty instrument supersedes and is in lieu of any and all other expressed or implied warranties that are or may be in conflict with terms and conditions stated herein.

10. A fully executed original of this Warranty is required prior to recommendation of acceptance, and Acceptance of the project.

**WARRANTY RESPONSIBILITY**

FIRST (1st.) year through the TWENTIETH (20th) year from date of Acceptance of the project by Roof System Manufacturer who's legal entity is \_\_\_\_\_(manufacturer\_\_\_\_\_); except that the first recourse of the Owner for Warranty Benefits during Year 1 and Year 2 after date of Project Acceptance will be the Contractor per provisions of Roofing Guarantee R-3 (Metal).

EXCEPT AS EXPRESSLY PROVIDED HEREIN, \_\_\_\_\_(manufacturer)\_\_\_\_\_ MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO MATERIALS COVERED HEREBY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOR DOES SELLER MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, DESIGNS, COPYRIGHTS OR TRADEMARKS WHICH MAY COVER SUCH GOODS EXCEPT; THAT THE OWNER SHALL HAVE THE RIGHT TO RELY ON SAME BY REPRESENTATION OF THE MANUFACTURER THAT BY OFFERING THE MATERIAL, ROOF SYSTEM AND MISCELLANEOUS ITEMS FOR THE PURPOSES OF THIS PROJECT THERE IS NO VIOLATION OF THE RIGHTS OF OTHER PARTIES WITH RESPECT TO PATENTS, DESIGNS, COPYRIGHTS OR TRADEMARKS, FURTHER; THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM DEFECTIVE GOODS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF: THIS WARRANTY MAY NOT BE CHANGED ORALLY.

IN CONSIDERATION FOR PAYMENT RECEIVED, THIS WARRANTY IS TENDERED FOR THE BENEFIT OF THE OWNER AND IS NOT TRANSFERABLE OR ASSIGNABLE WITHOUT THE WRITTEN CONSENT OF THE MANUFACTURER\_\_\_\_(manufacturer)\_\_\_\_\_ .

THIS WARRANTY REQUIRES THE ORIGINAL SIGNATURES OF AN OFFICER OF THE MANUFACTURER, AND THREE FULLY EXECUTED COPIES WILL BE PROVIDED TO THE OWNER AS A PREREQUISITE FOR PROJECT ACCEPTANCE. THE OWNER'S SIGNATURE SHALL NOT BE A REQUIREMENT FOR IMPLEMENTATION OF, OR CAUSE TO VALIDATE THE WARRANTY.

A SEPARATE AND INDEPENDENT WARRANTY SHALL BE ISSUED FOR EACH BUILDING OR INDEPENDENT ROOF SYSTEM IN THE CASE OF MULTIPLE BUILDING OR MIXED ROOFED PROJECTS.

**PROJECT DATA / SIGNATORS**

Building/Project Description \_\_\_\_\_ Roof Type and Quantity

and Location:

La. State Building I.D. ( if known)

Site Code:

La. State Project Number \_\_\_\_\_ ; and Part #

Date of Project Acceptance and Commencement of Warranty: \_\_\_\_\_ Ends

**Manufacturer:**

\_\_\_\_\_

S/ \_\_\_\_\_ Title \_\_\_\_\_ Date:

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20-Year Weathertightness Warranty continued;

**ADDITIONAL PARTIES FOR FILE AND RECORD**

File Reference:  
Contractor or  
Roofing Contractor  
Address:

S/

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

File Reference #2:  
Contractor or  
Roofing Contractor  
Address:

S/

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

Direct to:

**STATE of LOUISIANA (Owner)**  
**DIVISION OF ADMINISTRATION**  
**Facility Planning and Control**  
**Statewide Roofing Program**  
PO Box 94095  
Baton Rouge, Louisiana 70804-9095

//////////////////// END 20- YEAR WEATHERTIGHTNESS WARRANTY //////////////////////////////////////

To: FP&C PROJECT MANAGERS & TO WHOM IT MAY CONCERN

From: STATE of LOUISIANA, DIVISION OF ADMINISTRATION  
FACILITY PLANNING AND CONTROL  
STATEWIDE ROOFING PROGRAM SECTION

Re: METAL ROOF SYSTEM 20 - YEAR WEATHERTIGHTNESS  
No Dollar Limit (NDL) WARRANTY

Present policy will require that new metal roofing system installation on either new construction projects; or, retrofit construction project; or, reroofing construction projects will require a 20-Year Manufacturer's Weathertightness (or, Weathertight) (or, No Leak) No Dollar Limit Warranty to be provided.

Since the inception of this policy, Facility Planning and Control has received numerous warranty's with varying provisions unrelated to the State of Louisiana, provisions contradictory to the best interest of the State of Louisiana (and in some cases for Contractor's as well) or just simply unrelated to the State's general project requirements. In an effort to promote a clearer understanding of what is required, the Statewide Roofing Program Section has compiled and edited provisions of currently available Industry Standard warranty's and has composed an acceptable warranty format recommended for use on State of Louisiana projects.

The following FOUR (4) page "Sample Warranty" is to be included in the Front End Documents of the Project Manual as reference of an acceptable warranty. Bidders are to be advised that this warranty, complete and fully executed may be used; or, at the option of the successful bidder (or metal roof system manufacturer) a "Manufacturer's Standard Warranty" may be used provided it is edited by endorsement(s) so that all provisions of the "Sample Warranty" are satisfied ; and that any additional provisions of the manufacturer's standard warranty are subject to review and final acceptance by FP&C in behalf of the State of Louisiana before they become part of the final warranty.

Manufacturer's Warranty's are to be approved for use on a project by project basis by FP&C prior to Bidding. Submittal of all proposed warranty's shall be per Instructions to Bidders; Article 4. BID DOCUMENTS ; 4.3 "Substitutions". Failing to receive Pre-Bid Approval will not relieve manufacturer from compliance with provisions of "Sample Warranty". All Bidders are advised that an approved warranty is required before completed project Acceptance can be given

FP&C Project Managers & To Whom It May Concern  
METAL ROOF SYSTEM 20 - YEAR WEATHERTIGHTNESS  
No Dollar Limit (NDL) WARRANTY

Significant points regarding warranty provisions:

- \* “No Dollar Limit” (NDL) warranty’s are consistent with the present requirements of the State for low-slope and other roofing systems. Other “Limited Warranty’s” offered, base their total value on: a) cost of materials; b) original Owner’s cost; c) a form of prorated cost; d) and other undefined limitations related to costs.
- \* The “Term” of the warranty is stated to be 20 years (not 18 years beginning the second year after acceptance); however, we have acquiesced by agreeing to rely initially on R-3 (Contractor’s Warranty) for the first two years – see page 3, “Warranty Responsibility”.
- \* We have reasonably excluded manufacturer liability for Acts of Nature, and other uncontrollable circumstances. We HAVE NOT absolved the manufacturer from poor workmanship (as appeared in some warranty’s) because this is the reason manufacturer’s certify and approve contractor’s and installer’s in the first place. We’ve excluded circumstances like “damage by strong gales”, “unpaid bills for supplies, installation and service’s”, and the like.
- \* The “Law” of this business is the 19<sup>th</sup> Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana.
- \* We have included replacement of wet insulation caused by a roof leak as a warranty responsibility – other damages may occur but are difficult to assign total responsibility. We are content to get insulation replaced and this is consistent with provisions of R-3.
- \* Things about reporting and principal’s response are typical of most warranty’s except we’ve protected the Owner’s right to safeguard the building without risk of voiding the warranty.
- \* Warranty Responsibility – a typical warranty absolves the manufacturer from patent & design copyright violations, etc. As buyer, we have the right to rely on the Seller to have taken care of that business and absolve the State from claim action. False claims as to merchantability and suitability are better tied into Designer recommendations.

\*\*\*\*\*

This information is for your use . We hope to continue to refine this warranty until such time as it becomes a workable standard for all State projects. Please forward any and all comments you may have (or, those you may receive from others) - it is our intent to provide FP&C with a fair, manageable and enforceable warranty document.

## SCHEDULE OF VALUES

*The Contractor is to use the following format. The total Contract Cost is to be itemized in each Subsection listed (as applicable)*

DIVISION 01 – GENERAL REQUIREMENTS	Quantity	Cost
01 00 00 General Requirements	_____	_____
01 32 50 Record Drawings, Shop Drawings, Product Data, Samples and other submittals.	_____	_____
	TOTAL	_____
DIVISION 02 – EXISTING CONDITIONS		
02 30 00 Subsurface Investigation	_____	_____
02 41 00 Demolition	_____	_____
	TOTAL	_____
DIVISION 03 – CONCRETE		
03 01 00 Maintenance of Concrete	_____	_____
03 11 00 Concrete Forming	_____	_____
03 15 00 Concrete Accessories	_____	_____
03 20 00 Concrete Reinforcing	_____	_____
03 30 00 Cast-in-place Concrete	_____	_____
03 40 00 Precast Concrete	_____	_____
03 50 00 Cast Decks & Underlayment	TOTAL	_____
DIVISION 04 – MASONRY		
04 01 00 Maintenance of Masonry	_____	_____
04 05 13 Masonry Mortaring	_____	_____
04 05 19 Masonry Anchorage & Reinforcing	_____	_____
04 05 23 Masonry Accessories	_____	_____
04 20 00 Unit Masonry	TOTAL	_____
DIVISION 05 – METALS		
05 05 23 Metal Fastenings	_____	_____
05 10 00 Structural Metal Framing	_____	_____
05 20 00 Metal Joists	_____	_____
05 30 00 Metal Decking	_____	_____
05 50 00 Metal Fabrications	_____	_____
05 58 00 Formed Metal Fabrications	TOTAL	_____
DIVISION 06 – WOOD, PLASTICS, & COMPOSITES		
06 05 23 Fastening and Adhesives	_____	_____
06 10 00 Rough Carpentry	_____	_____
06 13 00 Heavy Timber	_____	_____
06 17 00 Shop-fabricated Structural Wood	_____	_____
06 20 00 Finish Carpentry	SUB-TOTAL	_____

DISISION 06 – WOOD, PLASTICS, &  
COMPOSITES (CONTINUES)

06 40 00	Architectural Woodwork	_____	_____
06 60 00	Plastic Fabrications	_____	_____
06 80 00	Composite Fabrications	_____	_____
		TOTAL	_____

DIVISION 07 – THERMAL AND MOISTURE  
PROTECTION

07 10 00	Dampproofing and Waterproofing	_____	_____
07 18 00	Traffic Coatings	_____	_____
07 19 00	Water Repellents	_____	_____
07 21 00	Thermal Insulation	_____	_____
07 24 00	Exterior Insulation & Finish Systems	_____	_____
07 25 00	Weather Barriers	_____	_____
07 31 00	Shingles and Shakes	_____	_____
07 32 00	Roof Tiles	_____	_____
07 40 00	Roofing and Siding Panels	_____	_____
07 50 00	Membrane Roofing	_____	_____
07 60 00	Flashing and Sheet Metal	_____	_____
07 61 00	Sheet Metal Roofing	_____	_____
07 70 00	Roof & Wall Specialties and Accessories	_____	_____
07 80 00	Fire and Smoke Protection	_____	_____
07 90 00	Joint Protection	_____	_____
07 95 00	Expansion Control	_____	_____
		TOTAL	_____

DIVISION 08 – OPENINGS

08 11 00	Metal Doors and Frames	_____	_____
08 14 00	Wood Doors	_____	_____
08 15 00	Plastic Doors	_____	_____
08 30 00	Specialty Doors and Frames	_____	_____
08 41 00	Entrances and Storefronts	_____	_____
08 44 00	Curtain Wall and Glazed Assemblies	_____	_____
08 51 00	Metal Windows	_____	_____
08 52 00	Wood Windows	_____	_____
08 53 00	Plastic Windows	_____	_____
08 56 00	Special Function Windows	_____	_____
08 60 00	Roof Windows and Skylights	_____	_____
08 70 00	Hardware	_____	_____
08 80 00	Glazing	_____	_____
08 90 00	Louvers and Vents	_____	_____
		TOTAL	_____

DIVISION 09 – FINISHES

09 22 00	Supports for Plaster and Gypsum Board	_____	_____
09 23 00	Gypsum Plastering	_____	_____
09 24 00	Portland Cement Plastering	_____	_____
09 29 00	Gypsum Board	_____	_____
09 30 00	Tiling	_____	_____
		SUB-TOTAL	_____

DIVISION 09 – FINISHES (CONTINUED)

09 50 00	Acoustical Ceilings	_____	_____
09 54 00	Specialty Ceilings	_____	_____
	Quantity	_____	_____
09 61 00	Flooring Treatment	_____	_____
09 62 00	Specialty Flooring	_____	_____
09 63 00	Masonry Flooring	_____	_____
09 64 00	Wood Flooring	_____	_____
09 65 00	Resilient Flooring	_____	_____
09 66 00	Terrazzo Flooring	_____	_____
09 68 00	Carpeting	_____	_____
09 69 00	Access Flooring	_____	_____
09 97 00	Wall Finishes	_____	_____
09 91 00	Painting	_____	_____
09 97 00	Special Coatings	_____	_____
	TOTAL	_____	_____

DIVISION 10 – SPECIALTIES

10 11 00	Visual Display Surfaces	_____	_____
10 14 00	Signage	_____	_____
10 21 00	Compartments and Cubicles	_____	_____
10 22 00	Partitions	_____	_____
10 26 00	Wall and Door Protection	_____	_____
10 28 00	Toilet, Bath, and Laundry Accessories	_____	_____
10 44 00	Fire Protection Specialties	_____	_____
10 51 00	Lockers	_____	_____
10 56 00	Storage Assemblies	_____	_____
10 82 00	Grilles and Screens	_____	_____
	TOTAL	_____	_____

DIVISION 11 – EQUIPMENT

11 15 00	Security, Detention, and Banking Equipment	_____	_____
11 19 00	Detention Equipment	_____	_____
11 23 00	Commercial Laundry and Dry Cleaning Equipment	_____	_____
11 26 00	Unit Kitchens	_____	_____
11 27 00	Photographic Processing Equipment	_____	_____
11 40 00	Foodservice Equipment	_____	_____
11 51 00	Library Equipment	_____	_____
11 52 00	Audio-Visual Equipment	_____	_____
11 53 00	Laboratory Equipment	_____	_____
11 61 00	Theater and Stage Equipment	_____	_____
11 65 00	Athletic and Recreational Equipment	_____	_____
11 70 00	Healthcare Equipment	_____	_____
	TOTAL	_____	_____

DIVISION 12 – FURNISHINGS

12 20 00	Window Treatments	_____	_____
12 30 00	Casework	_____	_____
12 40 00	Furnishings and Accessories	_____	_____
12 50 00	Furniture	_____	_____
	TOTAL	_____	_____

DIVISION 13 –SPECIAL CONSTRUCTION

13 10 00	Special Facility Components	_____	_____
13 34 00	Fabricated Engineered Structures	_____	_____
13 49 00	Radiation Protection	_____	_____
	TOTAL	_____	_____

DIVISION 14 – CONVEYING EQUIPMENT

14 20 00	Elevators	_____	_____
14 30 00	Escalators and Moving Walks	_____	_____
14 40 00	Lifts	_____	_____
14 80 00	Scaffolding	_____	_____
	TOTAL	_____	_____

DIVISION 21 – FIRE SUPPRESSION

21 10 00	Water-Based Fire-Suppression Systems Piping	_____	_____
21 20 00	Fire-Extinguishing Systems	_____	_____
21 30 00	Fire Pumps	_____	_____

DIVISION 22 – PLUMBING

22 07 00	Plumbing Insulation	_____	_____
22 11 00	Facility Water Distribution	_____	_____
22 13 00	Facility Sanitary Sewerage	_____	_____
22 14 00	Facility Storm Drainage	_____	_____
22 30 00	Plumbing Equipment	_____	_____
22 40 00	Plumbing Fixtures	_____	_____
	TOTAL	_____	_____

DIVISION 23 – HEATING, VENTILATING, & AIR-  
CONDITIONING

23 05 93	Testing, Adjusting, & Balancing for HVAC	_____	_____
23 07 00	HVAC Insulation	_____	_____
23 09 00	Instrumentation & Control for HVAC	_____	_____
23 13 00	Facility Fuel-Storage Tanks	_____	_____
23 20 00	HVAC Piping and Pumps	_____	_____
23 30 00	HVAC Air Distribution	_____	_____
23 40 00	HVAC Air Cleaning Devices	_____	_____
23 50 00	Central Heating Equipment	_____	_____
23 60 00	Central Cooling Equipment	_____	_____
23 70 00	Central HVAC Equipment	_____	_____
	TOTAL	_____	_____

DIVISION 26 – ELECTRICAL

26 09 00	Instrumentation & Control for Electrical Systems	_____	_____
26 10 00	Medium-Voltage Electrical Distribution	_____	_____
26 20 00	Low-Voltage Electrical Transmission	_____	_____
26 27 00	Low-Voltage Distribution Equipment	_____	_____
26 30 00	Facility Electrical Power Generating & Storage Equipment	_____	_____
26 40 00	Electrical and Cathodic Protection	_____	_____
26 50 00	Lighting	_____	_____
	TOTAL	_____	_____

DIVISION 27 – COMMUNICATIONS

27 10 00	Structured Cabling	_____	_____
27 20 00	Data Communications	_____	_____
27 30 00	Voice Communications	_____	_____
27 40 00	Audio-Video Communications	_____	_____
27 50 00	Distributed Communications & Monitoring Systems	_____	_____
		TOTAL	_____

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 10 00	Electronic Access Control & Intrusion Detection	_____	_____
28 20 00	Electronic Surveillance	_____	_____
28 30 00	Electronic Detection and Alarm	_____	_____
28 40 00	Electronic Monitoring and Control	_____	_____
		TOTAL	_____

DIVISION 31 – EARTHWORK

31 10 00	Site Clearing	_____	_____
31 20 00	Earth Moving	_____	_____
31 31 00	Soil Treatment	_____	_____
31 32 00	Soil Stabilization	_____	_____
31 40 00	Shoring and Underpinning	_____	_____
31 50 00	Excavation Support and Protection	_____	_____
31 60 00	Special Foundations and Load- Bearing Elements	_____	_____
		TOTAL	_____

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 10 00	Bases, Ballasts, and Paving	_____	_____
32 30 00	Site Improvements	_____	_____
32 90 00	Planting	_____	_____
		TOTAL	_____

DIVISION 33 – UTILITIES

33 10 00	Water Utilities	_____	_____
33 30 00	Sanitary Sewerage Utilities	_____	_____
33 40 00	Storm Drainage Utilities	_____	_____
33 50 00	Fuel Distribution Utilities	_____	_____
33 60 00	Hydronic & Steam Energy Utilities	_____	_____
33 70 00	Electrical Utilities	_____	_____
33 80 00	Communications Utilities	_____	_____
		TOTAL	_____

DIVISION 34 – TRANSPORTATION

34 00 00	Transportation	_____	_____
		TOTAL	_____

DIVISION 35 – WATERWAY AND MARINE CONSTRUCTIONS

35 00 00	Waterway and Marine construction	_____	_____
		TOTAL	_____

DIVISION 40-43 – PROCESS EQUIPMENT

DIVISION 44 – POLLUTION CONTROL  
EQUIPMENT

44 40 00	Water Treatment Equipment	_____	_____
44 41 00	Packaged Water Treatment Plants	_____	_____
44 50 00	Solid Waste Control	_____	_____
		TOTAL	_____

DIVISION 45 – INDUSTRY SPECIFIC  
MANUFACTURING  
EQUIPMENT

DIVISION 48 – ELECTRICAL POWER  
GENERATION

48 10 00	Electrical Power Generation Equipment	_____	_____
48 70 00	Electrical Power Generation Testing	_____	_____
		TOTAL	_____

❖ NOT FOR RECORDATION PURPOSES ❖

Facility Planning & Control  
**PARTIAL OCCUPANCY**

PROJECT NAME  
AND NUMBER:

CMFS No.

CONTRACTOR:

USER AGENCY:

The below described portion of subject project is, to the best of my knowledge and belief, complete to a point where the User desires to use in according with the Contract Documents.

DATE OCCUPIED: \_\_\_\_\_ .

WARRANTY items covered by Occupancy:

Designer	Date
Contractor	Date
Facility Planning and Control	Date

Punch List: Attached

None

c: User Agency

❖ NOT FOR RECORDATION PURPOSES ❖

❖ NOT FOR RECORDATION PURPOSES ❖

Facility Planning & Control  
**RECOMMENDATION OF ACCEPTANCE**

TO: FACILITY PLANNING AND CONTROL  
P.O. Box 94095  
Baton Rouge, LA 70804-9095

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Design Firm Name and Address*

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

PROJECT NAME & NUMBER: \_\_\_\_\_

SITE CODE: \_\_\_\_\_ STATE ID: \_\_\_\_\_ CFMS: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_

ORIGINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

FINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

FINAL BUILDING AREA (SQ. FEET): \_\_\_\_\_

I certify that, to the best of my knowledge and belief, this project is substantially complete in accordance with the Plans and Specifications to the point where it can be used for the purpose which was intended. It is recommended that it be accepted.

DATE OF ACCEPTANCE: \_\_\_\_\_

CONTRACT DATE OF COMPLETION: \_\_\_\_\_

NUMBER OF DAYS (OVERRUN) (UNDERRUN) (As of Acceptance Date) \_\_\_\_\_

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT \$ \_\_\_\_\_

VALUE OF PUNCH LIST \$ \_\_\_\_\_ *(Attach punch list)*

Was part of project occupied prior to Acceptance?

PORION OCCUPIED: *(Attach Partial Occupancy Forms)*

ROOF GUAR-MANUF: \_\_\_\_\_ START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

ROOFER: \_\_\_\_\_ START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

Signed: \_\_\_\_\_  
DESIGNER

**FOR USE OF PROJECT MANAGER:**

Signed: \_\_\_\_\_  
PROJECT MANAGER

c: User Agency

❖ NOT FOR RECORDATION PURPOSES ❖

FOR RECORDATION

**CERTIFICATE OF COMPLIANCE**  
with  
**Americans with Disabilities Act Accessibility Guidelines**

TO: FACILITY PLANNING AND CONTROL  
P.O. Box 94095  
Baton Rouge, LA 70804-9095

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Design Firm Name and Address*

PROJECT NAME: \_\_\_\_\_

PROJECT No.: \_\_\_\_\_

SITE CODE: \_\_\_\_\_ STATE ID: \_\_\_\_\_

DATE OF ACCEPTANCE: \_\_\_\_\_

I, \_\_\_\_\_ certify that, to the best of my knowledge and belief, this project has been constructed in compliance with the Americans with Disabilities Act Accessibility Guidelines as reviewed by the fire marshal.

\_\_\_\_\_  
*Designer Signature* Date: \_\_\_\_\_

NOTE: LA R.S. 40:1739 requires that, prior to final acceptance, the designer to sign a certificate stating that the building has been constructed in compliance with ADAAG standards and that the certificate be recorded.

\_\_\_\_\_  
**Name of Project**

\_\_\_\_\_  
**Project No.**

**ATTESTATIONS**

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

**LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS**

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)      | (c) Extortion (R.S. 14:66)        |
| (b) Corrupt influencing (R.S. 14:120) | (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)                           | (f) Bank fraud (R.S. 14:71.1)                                |
| (b) Identity Theft (R.S. 14:67.16)               | (g) Forgery (R.S. 14:72)                                     |
| (c) Theft of a business record<br>(R.S.14:67.20) | (h) Contractors; misapplication of<br>payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70)                | (i) Malfeasance in office (R.S. 14:134)                      |
| (e) Issuing worthless checks<br>(R.S. 14:71)     |  |

**LA. R.S. 38:2212.10 Verification of Employees**

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

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

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

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

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

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