

Request for Proposal

For

**NEW ORLEANS SIGNATURE CENTER CAMPUS  
(DERHAM SITE)**

At

**2600 South Rocheblave Street  
New Orleans, Louisiana 70125**

RSD Project No. 2011-0872-0001

State of Louisiana  
Department of Education  
Recovery School District

John White  
State Superintendent of Education

June 22, 2012



Louisiana Department of  
**EDUCATION**



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# TABLE OF CONTENTS

## FRONT-END DOCUMENTS

TITLE	DATE	NO. OF PAGES
1. Notice to Proposers	2012	1
2. Request for Proposal	2012	9
Attachment I: Scope of Services, Functional and Technical Requirements		2
Attachment II: Proposal Information		2
Attachment III: Certification Statement		1
Attachment IV: AIA Document A201 – 2007		1
3. <i>(Not Used)</i>		
4. Bid Bond	2010	B 4-4
5. Non-Collusion Affidavit	2010	C-3-3
6. AIA Document A201 – 2007 (General Conditions of the Contract for Construction)		1 thru 110
7. Additional Supplementary Conditions	2010	1 thru 19
8. <i>(Not Used)</i>		
9. Veteran-Owned and Service-Connected Disabled Veteran Owned (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurship (Hudson Initiative) Program		1 thru 2
10. Equal Opportunity Forms		29 of 37 thru 36 of 37
11. <i>(Not Used)</i>		
12. Criteria for Developing a Site Safety Action Plan for LARSD Projects	2012	1 thru 6
13. AIA Document A101 – 2007 (Standard Form Agreement Between Owner and Contractor)		1 thru 16
14. Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Payments		1 thru 3
15. Contractor's Unconditional Waiver of Lien upon Final Payment		1 thru 2
16. Attestation Clause Required by LA R.S. 38:2227		1
17. Sales Tax Exemption Contract		1 thru 3
18. AIA Document A312 – 2010 (Performance Bond)		1 thru 7
19. AIA Document A312 – 2010 (Payment Bond)		1 thru 7
20. AIA Document G701 – 2001 (Change Order)		1

21. FEMA Change Order Format A		1 of 2
22. FEMA Change Order Format B		2 of 2
23. AIA Document G714 – 2001 (Construction Change Directive)		1
24. Recommendation of Acceptance	2010	RA-1
25. Certificate of Compliance	2010	RA-2
26. Partial Occupancy	2010	PO-1
27. Schedule of Values	2012	V-1 thru V-13
28. E-Verify Affidavit		1 thru 3

## **PERFORMANCE STANDARDS**

Section No.	Title	Pages
G	<u>GENERAL</u>	1 of 230
	Maintenance and Future-Proofing	3 of 230
	Hardening Against Water and Wind Damage	5 of 230
	Protection Against Insects and Animals	7 of 230
C	<u>CIVIL</u>	9 of 230
	Site Design Criteria	11 of 230
	Topography	13 of 230
	Soil Characteristics	15 of 230
	Codes and Zoning	17 of 230
	Adjacent Property Facilities	19 of 230
	Easements/Rights-of-Way	21 of 230
	Site Preparation	23 of 230
	Vehicular Access	25 of 230
	Vehicular Circulation	27 of 230
	Pedestrian Circulation	33 of 230
	Bicycle Circulation	35 of 230
	Directional Signage	37 of 230
	Site Utilities	39 of 230
	Mechanical/Electrical Yards	41 of 230
Storm Drainage & Sanitary Sewerage	43 of 230	
Site Security Provisions	45 of 230	
L	<u>LANDSCAPE</u>	47 of 230
	Landscaping	49 of 230
	Fencing	51 of 230
	Playground Overview	53 of 230
S	<u>STRUCTURAL</u>	55 of 230
	Structural Design Criteria/Evaluation	57 of 230
	Materials and Systems	61 of 230

A	<u>ARCHITECTURAL</u>	69 of 230
	Exterior Wall Systems	71 of 230
	Roofs – Modified Bitumen Roof	73 of 230
	Roof Systems	75 of 230
	Interior Walls – Steel Stud and Wallboard	79 of 230
	Interior Wall Systems	80 of 230
	Exterior Door Systems	81 of 230
	Interior Door Systems	82 of 230
	Window Opening Systems	87 of 230
	Miscellaneous Materials	89 of 230
	<u>Architectural Appendices</u>	
	A-1 - Roof Contractor Guarantee	91 of 230
	A-2 – Roof Manufacturer Guarantee	97 of 230
	A-3 – Prefabricated Precast Concrete Structures	105 of 230
I	<u>INTERIORS</u>	118 of 230
	Finishes – Flooring	120 of 230
	Finishes – Base and Accessories	122 of 230
	Finishes – Wall Finishes	124 of 230
	Finishes – Ceilings	125 of 230
Q	<u>EQUIPMENT</u>	127 of 230
	Specialties	129 of 230
	Equipment	137 of 230
	Food Service Equipment	139 of 230
	Furnishings	145 of 230
P	<u>PLUMBING</u>	147 of 230
	Plumbing Design Criteria	149 of 230
	Plumbing Materials and Systems	157 of 230
M	<u>MECHANICAL</u>	161 of 230
	HVAC Design Criteria	163 of 230
	HVAC Systems Description	167 of 230
	Common Work Results for HVAC	170 of 230
	Identification for HVAC Piping & Equipment	172 of 230
	Testing, Adjusting, and Balancing	174 of 230
	HVAC Insulation Systems	176 of 230
	Ductwork Systems	177 of 230
	Air Handling Units	181 of 230
	Exhaust/Relief Air Systems	183 of 230
	VAV Terminal Device Systems	185 of 230
	Air Distribution Devices	187 of 230
E	<u>ELECTRICAL</u>	189 of 230
	Electrical Systems	191 of 230

	Site Lighting	205 of 230
	Electrical Equipment	207 of 230
T	<u>TECHNOLOGY</u>	215 of 230
	Technology Systems	217 of 230
	Technology Systems & Equipment	220 of 230

## **APPENDICES**

<u>Title</u>	<u>Pages</u>
<u>APPENDIX A – DERHAM MODULAR PROGRAM</u>	
Derham Modular Program Summary	1
Derham Modularity Program Requirements	4
Derham Modularity Space Requirements Matrix	6
<u>APPENDIX B – CONCEPTUAL ROOM LAYOUTS</u>	
Conceptual Classroom (Core Academic Area- 1st through 8th Grade Classroom)	1
Conceptual Pre-K/Kindergarten Classroom	1
Conceptual Special Ed. Classroom	1
Conceptual Science Lab	1
Conceptual Art Classroom	1
<u>APPENDIX C – SITE LAYOUT DIAGRAMS</u>	
Site Layout on Existing Property Survey	1
Site Layout on Existing Pile Plan	1
<u>APPENDIX D – SITE SURVEY</u>	
Topographic and Boundary Survey (Dufrene Surveying & Engineering, Inc., February 15, 2012)	1
Surveyor's Certificate of Construction Benchmark	1
<u>APPENDIX E – GEOTECHNICAL INFORMATION</u>	
Geotechnical Investigation Report (Eustis Engineering Services, L.L.C., March 7, 2012)	40

## **NOTICE TO PROPOSERS**

Sealed proposals will be opened at the Department of Education's Purchasing and Contracts Section, located on the 5<sup>th</sup> floor (Suite #5-242) of the Claiborne Building at 1201 North 3<sup>rd</sup> Street in Baton Rouge, Louisiana, on Thursday, July 26, 2012 until 2:00 P.M. for the following project:

NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)  
2600 South Rocheblave Street  
New Orleans, Louisiana 70125  
RSD Project No. 2011-0872-0001

All proposers are hereby notified, that a Request for Proposal is being used in lieu of an Invitation to Proposal.

Proposal form, information, and specifications may be obtained by contacting Evans-Graves Engineers, Inc. Contact information is as follows:

**Evans-Graves Engineers, Inc.**  
**One Galleria Boulevard**  
**Suite 1520**  
**Metairie, LA 70001**

A copy of the Notice to Proposers can be retrieved from the State's centralized solicitation site at: [wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp](http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp).

**No proposals will be received after the specified date. The Louisiana Department of Education reserves the right to reject any and all proposals and to waive any informalities.**



## **1.0. GENERAL INFORMATION**

### ***1.1 Purpose***

This Request for Proposals (RFP) is issued by the (State of Louisiana Department of Education, Recovery School District) (herein referred to as the State) for the purpose of constructing a Modular Campus facility on the existing site. The campus will accommodate 600 students and be constructed as a permanent modular campus site.

### ***1.2 Background***

The Recovery School District (RSD) intends to use the new modular campus as permanent swing space for both elementary school and high school operational use as required during construction on existing school sites. The modular campus will serve classrooms, administration and food service cafeteria functions.

### ***1.3 Scope of Services***

Attachment I detail the scope of services and deliverables or desired results that the State requires of the Contractor.

## **2.0 ADMINISTRATIVE INFORMATION**

### ***2.1 Expected Time Period for Contract***

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about August 20, 2012. For cost proposal purposes and schedule coordination, provide an alternate schedule that provides for an early schedule completion date of December 1, 2012. Also provide a cost proposal for schedule coordination to provide a completion date of May 1, 2013 for the project. The State has the right to contract for up to three years upon approval.

### ***2.2 RFP Coordinator***

Written questions must be directed to the RFP Coordinator listed below.

#### **Lona Edwards Hankins**

Executive Director of Major Capital Projects  
Department of Education  
Recovery School District  
C/O Jacobs/CSRS Program Management  
909 Poydras Street, Suite 1200  
New Orleans, LA 70112  
E-mail: [Lona.Hankins@RSDLA.net](mailto:Lona.Hankins@RSDLA.net)

The RFP is available at:  
Evans-Graves Engineers, Inc.  
One Galleria Boulevard, Suite 1520  
Metairie, LA 70001  
(504) 836-8190

### **2.3 Proposer Inquiries**

The State will consider written proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via email: Lona.Hankins@RSDLA.net by 2:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the proposers will be posted by date specified in the calendar of events at <http://wwwprd.doa.louisiana.gov/osp/lapac/bidlist.asp?department=14>

Only (Ms. Lona Edwards Hankins) has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

### **2.4 Pre-proposal Conference**

A non-mandatory pre-proposal conference will be held at 9:00AM, June 28, 2012 at Jacobs/CSRS Program Management, 909 Poydras Street, Suite 1200, New Orleans, LA 70112. Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint venture intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the state will be stated in writing in response to written questions. Therefore, proposers should submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be researched and the official response distributed in writing and/or posted on the Internet.

### **2.5 Calendar of Events**

<b><u>Event</u></b>	<b><u>Date</u></b>
Advertise RFP and mail public announcements	June 22, 2012
Non-Mandatory Pre-proposal Conference	July 3, 2012
Deadline for receiving proposer inquiries	July 12, 2012
Issue responses to proposer inquiries	July 23, 2012
Proposal submission deadline	July 26, 2012
Announce Award of "Successful Proposer"	August 3, 2012
Contract execution	August 20, 2012

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

## **2.6 Definitions**

RSD – Recovery School District

LDOE – Louisiana Department of Education

OPSB – Orleans Parish School Board

SE – Louisiana-based Small Entrepreneurships

FEMA – Federal Emergency Management Agency

CDBG – Community Development Block Grant, a federal program managed by the US Housing and Urban Development

PM – Project Management

CM – Construction Management

SHPO – State of Louisiana Historical Preservation Office

RFP – Request for Proposal

## **3.0 PROPOSAL INFORMATION**

### **3.1 Proposal Response Location**

Proposers who are interested in providing construction services under this RFP should submit a proposal containing the information specified in Section 4.0. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the Louisiana Department of Education, Purchasing and Contracts Section (as noted in section 4.1 of this RFP) by the deadline date specified in the Calendar of Events. Fax or e-mail submissions are not acceptable.

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered for purposes of this RFP.

### **3.2 Minimum Qualifications of Proposer**

Proposers of this RFP must meet the following minimum qualifications:

- (1) Proposers to provide list of projects that are similar to the project requirements described in attachment 1.
- (2) Proposers to provide management plan to clearly describe the approach to execute the required scope of work.
- (3) Description of all key team members and demonstration of their relative skill sets as related to this particular project.
- (4) List of 5 references on projects similar to this scope of work described in attachment 1.
- (5) Veterans Initiative or Small Entrepreneurship Participation (Hudson Initiative) – provide description on how the project will provide additional opportunities for Veterans Initiative or Small Entrepreneurship Participation (Hudson Initiative).
- (6) In accordance with LA. R.S. 38:2212.20, all Bidders shall complete and submit the fully executed Affidavit Regarding E-Verify, which shall be sworn to before a Notary Public, and shall attest that Bidder is registered and participates in the E-Verify status verification system, in order to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens. Said Affidavit Regarding E-Verify is not required to be submitted with the Bid, but shall be submitted to the Owner within ten (10) days after the opening of the Bids.

### **3.3 *Determination of Responsibility***

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the proposer:

- ✓ Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.
- ✓ Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them.
- ✓ Is able to comply with the proposed or required time of delivery or performance schedule.
- ✓ Has a satisfactory record of integrity, judgment, and performance.
- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the state to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

#### **3.3.1 *Right to Prohibit Award***

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

#### **3.4 *RFP Addenda***

State reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

#### **3.5 *Waiver of Administrative Informalities***

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

#### **3.6 *Proposal Rejection***

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

#### **3.7 *Withdrawal and Re-submission of Proposal***

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

### ***3.8 Subcontracting Information***

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements; however they should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

### ***3.9 Ownership of Proposal***

All materials submitted in response to this request become the property of State. Selection or rejection of a proposal does not affect this right.

### ***3.10 Proprietary Information***

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### ***3.11 Cost of Preparing Proposals***

The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State of Louisiana.

### ***3.12 Errors and Omissions in Proposal***

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

### ***3.13 Contract Award and Execution***

The State reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer will become part of any contract initiated by the State.

The selected proposer will be expected to enter into a contract which is substantially the same as the sample contract included in Attachment IV. In no event is a Proposer to submit its own

standard contract terms and conditions as a response to this RFP. The Proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds (5) days or if the selected Proposer fails to sign the final contract within (5) business days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### **3.14 Code of Ethics**

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

### **Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) or Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a copy of the subcontractor(s) certification, a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

## **4.0 RESPONSE INSTRUCTIONS**

### ***4.1 Proposal Submission***

Proposals must be received on or before 2:00PM Central Daylight Savings Time on the date specified in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Ms. Leslie Jewell  
Director of Appropriation Control  
Louisiana Department of Education, Purchasing and Contracts Section  
P. O. Box 94064  
Baton Rouge, LA 70804-9064

For courier delivery, the street address is 1201 North 3<sup>rd</sup> Street, Suite #5-242, Baton Rouge, LA 70802, and the telephone number is 1-225-342-3830. It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals which for any reason are not received timely will not be considered.

### ***4.2 Proposal Format***

The State requests that (7) copies of the proposal be submitted to Ms. Leslie Jewell at the address specified in section 4.1 above. At least 1 copy of the proposal should contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal.

This copy will be retained for incorporation by reference in any contract resulting from this RFP.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

### ***4.3 Cover Letter***

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer.

### ***4.4 Proposal Format***

Proposer should submit a proposal as specified in Attachment II which shall include enough information to satisfy evaluators that the Proposer has the appropriate experience, and qualifications to perform the scope of services as described herein. Proposer should respond to all areas requested.

### ***4.5 Certification Statement***

The proposer must sign and submit the Certification Statement shown in Attachment IV.

## **5.0 EVALUATION AND SELECTION**

### **5.1 Evaluation Team**

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the State, which will determine the proposal most advantageous to the state.

### **5.2 Administrative and Mandatory Screening**

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

### **5.3 Oral Presentations May be Required**

The State, at its sole discretion may select the top scoring finalists for an oral presentation for final determination of contract award. Commitments made by the Proposer at the oral interview, if any, will be considered binding.

### **5.4 Evaluation and Review**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following:

**Approach and Methodology:** Provide clear description on how the project will be implemented to provide critical management activities related to cost and schedule compliance, submittal controls, RFI management and close-out expediting. Provide any other methodology description to ensure delivery of a quality and cost effective project. Approach description should include site master planning considerations and phasing plan to deliver critical program spaces on early release schedule.

**Experience/References:** Provide examples and project description for projects completed in last 5 to 7 years that are similar to the project described in this RFP. Provide reference contact information for these same projects.

**Staff Qualifications:** Provide resume' and brief description on the relevant experience and skill sets proposed from members to support this special project.

**Veterans Initiative or Small Entrepreneurship Participation (Hudson Initiative):** Provide description on how the project will provide additional opportunities for Veteran Initiative or Small Entrepreneurship Participation (Hudson Initiative).

The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified in the following table:

<b>Criteria</b>	<b>Maximum Score</b>
1. Approach and Methodology	35
2. Relevant Experience/References	15
3. Staff Qualifications/Relevant Experience	15
4. Veterans Initiative or Small Entrepreneurship Participation (Hudson Initiative)	10
5. Cost	25
<b>Total Score</b>	<b>100%</b>

Each proposer will receive a cost score computed as follows:

$$CS = (LPC/PC*25)$$

Where: CS = Computed cost score for Proposer  
LPC = Lowest proposed cost of all Proposers  
PC = Proposer's cost

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

#### ***5.4.1 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) or Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)***

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

##### Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors:
  - 1 participating small entrepreneurship: 1/5th of the reserved points
  - 2 participating small entrepreneurships: 2/5ths of the reserved points
  - 3 participating small entrepreneurships: 3/5ths of the reserved points
  - 4 participating small entrepreneurships: 4/5ths of the reserved points
  - 5 or more participating small entrepreneurships: Full amount of the reserved points

#### ***5.5 Announcement of Contractor***

The State will notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

## **6.0 CONTRACTOR REQUIREMENTS**

### ***6.1 Corporation Requirements***

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

### ***6.2 Billing and Payment***

In accordance with the contract documents.

---

# ATTACHMENT I

## SCOPE OF SERVICES

### FUNCTIONAL AND TECHNICAL REQUIREMENTS

---

#### 1. Overview

Install a new precast concrete modular campus on an existing cleared site within the perimeter of the former Derham Site, New Orleans, LA; including all necessary circulation, parking, and infrastructure/utilities to support the facilities.

#### 2. Tasks and Services

This project will provide all the needs of the completed campus installation as detailed in the Performance Standard Specifications and conceptual drawings. Installation shall include sanitary sewer, storm sewer, power, communication, data, water, and gas service in addition to pedestrian and roadway circulation and parking. The campus area requirement is assumed at approximately 46,000 square feet, not including parking and vehicular circulation areas. Refer also to Paragraphs 1.1 and 1.2 of the RFP document.

#### 3. Deliverables

In addition to the items required in Attachment II, the following shall be submitted with the Proposal:

- a. Proposer's Drawings. As a minimum the following drawings will be included in the proposal: Site Plan {scale 1"=20'}; Parking/Circulation Layout Plan {scale 1"=20'}; Utility Site Plan {scale 1"=20'}; Individual Floor Plans {1/8"=1'}; Typical Sections and Details {scale varies}; Elevations {1/8"=1'}; and Building Sections (transverse and longitudinal) {1/8"=1'}. Mechanical, electrical, plumbing, and infrastructure layout/conceptual drawings should also be included. Other drawings should be included as necessary to communicate the design intent.
- b. Proposer's Specifications.
- c. 3D Rendering of the project and 3D drawings to communicate the intent for a special space (such as an entry).
- d. Finish Schedule.
- e. Construction schedule.
- f. Cost options for two completion dates (December 1, 2012 and February 20, 2013), as described in Paragraph 2.1 of this document.
- g. Cost options for the base and alternate items as described in Appendix A, Derham Modular Program.
- h. A completed Schedule of Values, or a detailed cost breakdown in a format similar to the Schedule of Values provided in the Front-End Documents of this package.

It is the responsibility of each proposer, before submitting a proposal, to:

- a. Examine thoroughly the Proposal Documents;
- b. Visit the site to become familiar with and satisfy the proposer as to the general, local, and site conditions that may affect cost, progress, or performance of the work.

- c. Consider federal, state, and local laws and regulations that may affect cost, progress, and performance of the work;
- d. Study and carefully correlate the proposer's knowledge and observations with the Proposal Documents and other related data;
- e. Promptly notify the Owner of all conflicts, errors, ambiguities, and discrepancies which the proposer has discovered in the Proposal Documents.

In submitting this Proposal, the Proposer represents and agrees, as more fully set forth in the Agreement, that:

- a. The Proposer has examined and carefully studied the Proposal Documents.
- b. The Proposer has visited the site and become familiar with the general, local, and site conditions that may affect cost, progress, and performance of the work.
- c. The Proposer is familiar with all applicable federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.
- d. The Proposer has carefully studied all data relating to existing surface and subsurface conditions and structures which have been identified or made available by the Owner.
- e. The Proposer is aware of the general nature of the work to be performed at the site for which this Proposal is submitted.
- f. The Proposer has correlated the information known to the Proposers, information and observations obtained from visits to the site, reports and drawings identified in the RFP Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Proposal Documents.
- g. The Proposer has given the Owner written notice of all conflicts, errors, ambiguities, and discrepancies that the Proposer has discovered in the Proposal Documents and the written resolution thereof by the Owner is acceptable to the Proposer, and the Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the work for which this Proposal is submitted.
- h. This Proposal is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; the Proposer has not solicited or induced any individual or entity to refrain from submitting a Proposal; and the Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the Owner.

#### **4. Functional Requirements**

Refer to Paragraphs 1.1 and 1.2 of the RFP document, as well as Appendix A, Derham Modular Program.

#### **5. Technical Requirements**

Refer to the Performance Standards.

#### **6. Project Requirements**

Refer to the Front-End Specifications.

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## **ATTACHMENT II**

### **PROPOSAL INFORMATION**

---

#### **1. Executive Summary**

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of 90 days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the State agency's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The proposer must address the specific language in Section V and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

#### **2. Corporate Background and Experience**

The proposer should give a brief description of their company, including a brief history, corporate structure and organization, number of years in business, and copies of their latest financial statement.

This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from entities, including names, telephone numbers and email addresses of those references.

#### **3. Proposed Project Staff**

The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities, and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, his/her planned level of effort, his/her anticipated duration of involvement, and his/her on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

#### **4. Approach and Methodology**

- Proposer's understanding of the nature of the project and how his/her proposal will best meet the needs of the state agency.
- Proposer should define his/her functional approach in providing the services.
- Proposer should define his/her functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, staffing.

#### **5. Veteran Initiative or Small Entrepreneurship Participation (Hudson Initiative)**

- Proposer should provide a description on how the project will provide additional opportunities for Veteran Initiative or Small Entrepreneurship Participation (Hudson Initiative).
- Proposer should provide a copy of their certification and/or their subcontractor(s) certification.

#### **6. Cost Information**

1. Provide the total cost (inclusive of travel and all project expenses). Refer to the Schedule of Values included in the Front-End Documents of this package.
2. For information purposes, provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor.
3. If a subcontractor will be used, clearly identify any subcontractor arrangements.

#### **7. Administrative Information**

1. Provide a completed Certification Statement as shown in Attachment III, Part B.
2. Discuss any suggested revisions to non-mandatory terms and conditions from Attachment VI, Construction Services Contract.

# ATTACHMENT III

## CERTIFICATION STATEMENT

---

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The State requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (\_\_\_\_) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least one year from the date of proposer's signature below;
- (5) Proposer understands that if selected as the successful proposer, he/she will have (#) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## **ATTACHMENT IV**

See AIA Document A101 – 2007 (Standard Form Agreement Between Owner and Contractor),  
in the Front-End Documents of this Package.



**BID BOND**  
FOR  
**LOUISIANA DEPARTMENT OF EDUCATION 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, Department of Education (Obligee), in the full and just sum of **five (5%) percent of the total amount of Principal's Bid, including all alternates**, submitted to the Louisiana Department of Education for the Contract described herein below, in 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 fifteen 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 Bid proposal to the Obligee on a Contract for:

\_\_\_\_\_

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within the time specified in the Bidding Documents, enter into the Contract in writing **and** give a good and sufficient Payment Bond and Performance 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 SIGNATORY

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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



STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

PROJECT NO. \_\_\_\_\_  
NAME: \_\_\_\_\_  
LOCATION: \_\_\_\_\_

**AFFIDAVIT**

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared \_\_\_\_\_ (hereinafter "Affiant"), the \_\_\_\_\_ duly authorized and lawful representative of \_\_\_\_\_, who, being by me first duly sworn deposed, testified under oath that he has read this Affidavit and does hereby agree to comply with all provisions herein, and affirms under oath as follows:

**PART I**

Louisiana Revised Statutes, Title 38, Section 2224:

(1) That Affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public Contract between \_\_\_\_\_ and the State of Louisiana, Department of Education, Recovery School District, under which Affiant has or will receive 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**

Louisiana Revised Statutes, Title 38, Section 2190:

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.

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
NOTARY



# AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

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

for the following PROJECT:

*(Name and location or address)*

| RSD Templates

THE OWNER:

| *(Name and address)*

THE ARCHITECT:

| *(Name and address)*

### TABLE OF ARTICLES

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

### ADDITIONS AND DELETIONS:

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

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

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## INDEX

(Numbers and Topics in Bold are Section Headings)

### **Acceptance of Nonconforming Work**

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

### **Access to Work**

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

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

Addenda

1.1.1, 3.11.1

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

### **Additional Inspections and Testing**

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

### **Additional Time, Claims for**

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

### **Administration of the Contract**

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### **Allowances**

**3.8**, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

### **Applications for Payment**

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

11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,

4.2.7, 9.3.2, 13.5.1

### **Arbitration**

8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**

## **ARCHITECT**

**4**

Architect, Definition of

### **4.1.1**

Architect, Extent of Authority

2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3.1, 7.1.2, 7.3.7, 7.4,

9.2.1, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1,

12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and Responsibility

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

Architect's Additional Services and Expenses

2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4.1, 3.1.3, 3.5.1, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5.1, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3.1,

7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4.1, 9.5, 9.8.4, 9.9.1,

13.5.2, 15.2, 15.3

Architect's Inspections

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

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1,

3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18,

4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,

9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

Architect's Relationship with Subcontractors

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

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

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

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

### **Award of Subcontracts and Other Contracts for Portions of the Work**

**5.2**

### **Basic Definitions**

#### **1.1**

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

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

15.3.2, 15.4.1

### **Boiler and Machinery Insurance**

**11.3.2**

Init.

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Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

### **Bonds, Performance, and Payment**

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, 11.4

Building Permit

3.7.1

### **Capitalization**

#### **1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

### **Certificates for Payment**

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

Certificates of Inspection, Testing or Approval  
13.5.4

Certificates of Insurance

9.10.2, 11.1.3

### **Change Orders**

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

Change Orders, Definition of

#### **7.2.1**

### **CHANGES IN THE WORK**

2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1, 9.3.1.1, 11.3.9

Claims, Definition of

#### **15.1.1**

### **CLAIMS AND DISPUTES**

3.2.4, 6.1.1, 6.3.1, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

Claims and Timely Assertion of Claims  
15.4.1

### **Claims for Additional Cost**

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4

### **Claims for Additional Time**

3.2.4, 3.7.4.6.1.1, 8.3.2, 10.3.2, 15.1.5

### **Concealed or Unknown Conditions,**

#### **Claims for**

#### **3.7.4**

Claims for Damages

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

Claims Subject to Arbitration

15.3.1, 15.4.1

### **Cleaning Up**

3.15, 6.3

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

Commencement of the Work, Definition of

#### **8.1.2**

### **Communications Facilitating Contract Administration**

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2

### **COMPLETION, PAYMENTS AND 9**

Completion, Substantial

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

Compliance with Laws

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

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

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

### **Consolidation or Joinder**

#### **15.4.4**

### **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, 6

Construction Change Directive, Definition of

#### **7.3.1**

### **Construction Change Directives**

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

### **Contingent Assignment of Subcontracts**

5.4, 14.2.2.2

### **Continuing Contract Performance**

#### **15.1.3**

Contract, Definition of

#### **1.1.2**

### **CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 11.3.9, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

### **Contract Documents, The**

#### **1.1.1**

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

Contract Documents, Definition of

Init.

### 1.1.1

#### Contract Sum

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

Contract Sum, Definition of

#### 9.1

Contract Time

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

Contract Time, Definition of

### 8.1.1

## CONTRACTOR

### 3

Contractor, Definition of

#### 3.1, 6.1.2

#### Contractor's Construction Schedules

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1,

#### Contractor's Liability Insurance

### 11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, 3.17

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2

#### Correlation and Intent of the Contract Documents

### 1.2

Cost, Definition of

#### 7.3.7

Costs

2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

#### Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4

Damages, Claims for

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

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of

### 8.1.2

Date of Substantial Completion, Definition of

### 8.1.3

Day, Definition of

### 8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

#### Decisions to Withhold Certification

9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Defective Work, Definition of

### 3.5.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

#### Delays and Extensions of Time

3.2., 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, 8.3, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

Init.

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User Notes:

(2004309830)

Disputes

6.3.1, 7.3.9, 15.1, 15.2

## **Documents and Samples at the Site**

### **3.11**

**Drawings, Definition of**

#### **1.1.5**

Drawings and Specifications, Use and Ownership of  
3.11

Effective Date of Insurance

8.2.2, 11.1.2

## **Emergencies**

**10.4**, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,  
10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Equipment, Labor, Materials or

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

Execution and Progress of the Work

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

Extensions of Time

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

## **Failure of Payment**

9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Faulty Work

(See Defective or Nonconforming Work)

## **Final Completion and Final Payment**

4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5,  
12.3.1, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

Fire and Extended Coverage Insurance

11.3.1.1

## **GENERAL PROVISIONS**

### **1**

## **Governing Law**

### **13.1**

Guarantees (See Warranty)

## **Hazardous Materials**

10.2.4, 10.3

Identification of Subcontractors and Suppliers

5.2.1

## **Indemnification**

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

## **Information and Services Required of the Owner**

2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,  
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2.1, 11.4, 13.5.1,  
13.5.2, 14.1.1.4, 14.1.4, 15.1.3

## **Initial Decision**

### **15.2**

## **Initial Decision Maker, Definition of**

1.1.8

Initial Decision Maker, Decisions

14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,  
15.2.5

## **Injury or Damage to Person or Property**

**10.2.8**, 10.4.1

Inspections

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

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

Instruments of Service, Definition of

### **1.1.7**

Insurance

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

## **Insurance, Boiler and Machinery**

### **11.3.2**

## **Insurance, Contractor's Liability**

### **11.1**

Insurance, Effective Date of

8.2.2, 11.1.2

## **Insurance, Loss of Use**

### **11.3.3**

## **Insurance, Owner's Liability**

### **11.2**

## **Insurance, Property**

10.2.5, 11.3

Insurance, Stored Materials

9.3.2, 11.4.1.4

## **INSURANCE AND BONDS**

### **11**

Insurance Companies, Consent to Partial Occupancy

9.9.1, 11.4.1.5

Insurance Companies, Settlement with

11.4.10

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4

## **Interest**

### **13.6**

## **Interpretation**

1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12, 15.1.4

Judgment on Final Award

15.4.2

## **Labor and Materials, Equipment**

Init.

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

#### Labor Disputes

8.3.1

#### Laws and Regulations

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

#### Liens

2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8

#### Limitations, Statutes of

12.2.5, 13.7, 15.4.1.1

#### Limitations of Liability

2.3.1, 3.2.2, 3.5.1, 3.12.10, 3.17.1, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2.1, 11.3.7, 12.2.5, 13.4.2

#### Limitations of Time

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

#### Loss of Use Insurance

##### 11.3.3

#### Material Suppliers

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

#### Materials, Hazardous

10.2.4, 10.3

#### Materials, Labor, Equipment and

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

#### Means, Methods, Techniques, Sequences and Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

#### Mechanic's Lien

2.1.2, 15.2.8

#### Mediation

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

#### Minor Changes in the Work

1.1.1, 3.12.8, 4.2.8, 7.1, 7.4

#### MISCELLANEOUS PROVISIONS

##### 13

#### Modifications, Definition of

##### 1.1.1

#### Modifications to the Contract

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

#### Mutual Responsibility

##### 6.2

#### Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

#### Nonconforming Work, Rejection and Correction of

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

#### Notice

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

#### Notice, Written

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

#### Notice of Claims

3.7.4, 4.5, 10.2.8, 15.1.2, 15.4

#### Notice of Testing and Inspections

13.5.1, 13.5.2

#### Observations, Contractor's

3.2, 3.7.4

#### Occupancy

2.2.2, 9.6.6, 9.8, 11.3.1.5

#### Orders, Written

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

#### OWNER

##### 2

#### Owner, Definition of

##### 2.1.1

#### Owner, Information and Services

#### Required of the

2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2.1, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

#### Owner's Authority

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

#### Owner's Financial Capability

2.2.1, 13.2.2, 14.1.1.4

#### Owner's Liability Insurance

##### 11.2

#### Owner's Loss of Use Insurance

##### 11.3.3

#### Owner's Relationship with Subcontractors

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

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

2.4, 14.2.2

#### Owner's Right to Clean Up

##### 6.3

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

##### 6.1

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

##### 2.3

Init.

Owner's Right to Suspend the Work  
14.3

Owner's Right to Terminate the Contract  
14.2

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

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

**Partial Occupancy or Use**  
9.6.6, 9.9, 11.3.1.5

**Patching, Cutting and**  
3.14, 6.2.5

Patents  
3.17

**Payment, Applications for**  
4.2.5, 7.3.9, 9.2.1, 9.3, 9.4, 9.5, 9.6.3, 9.7.1, 9.8.5,  
9.10.1, 14.2.3, 14.2.4, 14.4.3

**Payment, Certificates for**  
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1,  
9.10.3, 13.7, 14.1.1.3, 14.2.4

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

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

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

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

**PAYMENTS AND COMPLETION**  
9

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

PCB  
10.3.1

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

**Permits, Fees, Notices and Compliance  
with Laws**  
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2

**PERSONS AND PROPERTY,  
PROTECTION OF**  
10

Polychlorinated Biphenyl  
10.3.1

**Product Data, Definition of**  
3.12.2

**Product Data and Samples, Shop  
Drawings**  
3.11, 3.12, 4.2.7

**Progress and Completion**

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3

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

**Project, Definition of the**  
1.1.4  
Project Representatives  
4.2.10

**Property Insurance**  
10.2.5, 11.3

**PROTECTION OF PERSONS AND  
PROPERTY**  
10

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

Rejection of Work  
3.5.1, 4.2.6, 12.2.1

Releases and Waivers of Liens  
9.10.2

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

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

Responsibility for Those Performing the Work  
3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage  
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contract Documents and Field  
Conditions by Contractor**  
3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and  
Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2  
Review of Shop Drawings, Product Data and Samples  
by Contractor  
3.12

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

**Royalties, Patents and Copyrights**  
3.17

Rules and Notices for Arbitration  
15.4.1

**Safety of Persons and Property**  
10.2, 10.4

**Safety Precautions and Programs**  
3.3.1, 4.2.2, 4.2.7, 5.3.1, 10.1, 10.2, 10.4

**Samples, Definition of**  
3.12.3

**Samples, Shop Drawings, Product Data**

Init.

and

3.11, 3.12, 4.2.7

## **Samples at the Site, Documents and**

### **3.11**

#### **Schedule of Values**

9.2, 9.3.1

Schedules, Construction

1.4.1.2, 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors

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

Shop Drawings, Definition of

### **3.12.1**

#### **Shop Drawings, Product Data and Samples**

3.11, 3.12, 4.2.7

#### **Site, Use of**

3.13, 6.1.1, 6.2.1

Site Inspections

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

Site Visits, Architect's

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

Special Inspections and Testing

4.2.6, 12.2.1, 13.5

Specifications, Definition of the

### **1.1.6**

#### **Specifications, The**

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

Statute of Limitations

13.7, 15.4.1.1

Stopping the Work

2.3, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4

Subcontractor, Definition of

### **5.1.1**

## **SUBCONTRACTORS**

### **5**

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

#### **Subcontractual Relations**

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 11.4.7, 11.4.8, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

#### **Subrogation, Waivers of**

6.1.1, 11.4.5, 11.3.7

#### **Substantial Completion**

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

Substantial Completion, Definition of

### **9.8.1**

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

4.1.3

Substitutions of Materials

3.4.2, 3.5.1, 7.3.8

Sub-subcontractor, Definition of

### **5.1.2**

Subsurface Conditions

3.7.4

#### **Successors and Assigns**

### **13.2**

#### **Superintendent**

3.9, 10.2.6

#### **Supervision and Construction Procedures**

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3

Surety

5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

Surety, Consent of

9.10.2, 9.10.3

Surveys

2.2.3

#### **Suspension by the Owner for Convenience**

### **14.3**

Suspension of the Work

5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 11.4.9, 14

#### **Taxes**

3.6, 3.8.2.1, 7.3.7.4

#### **Termination by the Contractor**

14.1, 15.1.6

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

5.4.1.1, 14.2, 15.1.6

#### **Termination by the Owner for**

#### **Convenience**

### **14.4**

Termination of the Architect

4.1.3

Termination of the Contractor

14.2.2

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

### **14**

#### **Tests and Inspections**

3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, 13.5

#### **TIME**

### **8**

#### **Time, Delays and Extensions of**

Init.

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(2004309830)

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, 8.3, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

#### Time Limits

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 4.4, 4.5, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4

#### Time Limits on Claims

3.7.4, 10.2.8, 13.7, 15.1.2

#### Title to Work

9.3.2, 9.3.3

#### Transmission of Data in Digital Form

### 1.6

## UNCOVERING AND CORRECTION OF WORK

### 12

#### Uncovering of Work

#### 12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

#### Unit Prices

7.3.3.2, 7.3.4

#### Use of Documents

1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

#### Use of Site

3.13, 6.1.1, 6.2.1

#### Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.4.2

Waiver of Claims by the Contractor

9.10.5, 11.4.7, 13.4.2, 15.1.6

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

Waiver of Consequential Damages

14.2.4, 15.1.6

Waiver of Liens

9.10.2, 9.10.4

#### Waivers of Subrogation

6.1.1, 11.4.5, 11.3.7

#### Warranty

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

Weather Delays

15.1.5.2

Work, Definition of

#### 1.1.3

Written Consent

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

Written Interpretations

4.2.11, 4.2.12

Written Notice

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

Written Orders

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

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

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

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents shall include the Bidding Documents, as listed in the Instructions to Bidders, including, without limitation, the advertisement or invitation to bid, Instructions to Bidders, all sample forms included in the Project Manual, all completed forms submitted by the Contractor as required by the Instructions to Bidders, the Contractor's Bid Package/Proposal, other information furnished by the Owner in anticipation of receiving bids or proposals, and Addenda relating to bidding requirements.

#### **§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Contractor and the Owner's representative; (3) between the Owner and a Subcontractor or a Sub-subcontractor, (4) between the Owner and the Architect or the Architect's consultants or (5) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 THE WORK**

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

#### **§ 1.1.4 THE PROJECT**

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

#### **§ 1.1.5 THE DRAWINGS**

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

#### **§ 1.1.6 THE SPECIFICATIONS**

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

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

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

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

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2. Unless explicitly stated otherwise in Section 6.1 of the Agreement, the Architect will serve as the Initial Decision Maker.

#### **§ 1.1.9 PROJECT MANUAL**

The Project Manual is a volume assembled for the Work which may include the Bidding Documents, the bidding requirements, the Advertisement for Bids, the Instructions to Bidders, sample forms, the Agreement, the Conditions of

the Contract and Specifications. The Project Manual may exist in electronic format only, or in paper format, or both.

#### § 1.1.10 DAYS

All references to days in the Contract Documents shall mean calendar days, and not business days.

### § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

*(Paragraphs deleted)*

§ 1.2.2 In the event of any conflict among the Contract Documents, the provisions with the more stringent requirements requiring the better quality or greater quantity of the Work shall be estimated upon and provided. If application of the preceding sentence is not sufficient to resolve the conflict, then the following sentence shall also be applied: the more specific and more detailed descriptive information shall take precedence over the general and less detailed descriptive information. Any work, labor, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce a functionally complete Project or Work or part thereof shall be supplied by the Contractor whether or not specifically stated in the Contract Documents. In the case of uncertainty or doubt, the Contractor shall promptly request, in writing, clarification from the Architect. The Contractor shall request such clarification in sufficient time to avoid delays and additional costs, in accordance with the provisions of Section 4.2.11

§ 1.2.3 Any references in the Contract Documents to standard specifications, manuals, or codes of any technical society, organization, or association or to the laws, statutes or regulations of any governmental body, whether such reference is specific or by implication, shall mean those in effect on the date and time of the opening of the bids, or, in the absence of bids, those in effect on the date the Agreement is executed.

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

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

### § 1.3 CAPITALIZATION

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

### § 1.4 INTERPRETATION

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

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

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of

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(2004309830)

Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

#### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

### ARTICLE 2 OWNER

#### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, except adjustments in the Contract Sum or Contract Time. Adjustments in the Contract Sum and/or adjustments in the Contract Time shall require the express written approval of the Director of Capital Improvements, Recovery School District, Louisiana Department of Education. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. All communications and notices required in the Contract Documents to be given to the Owner, whether written or oral, shall also be given, at the same time and in the same manner, to the Owner's representative.

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

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

*(Paragraph deleted)*

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

§ 2.2.3 The Owner may, but is not required to, furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Any such surveys provided by the Owner are for reference only, and the Owner shall not be liable for the accuracy of any of the information contained therein. The Contractor is responsible for and shall obtain, in advance of performing any Work, its own surveys, and shall obtain and use in the performance of the Work any and all surveys that are necessary for the safe and accurate completion of the Work.

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

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

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

If the Contractor fails to correct Work, or any portion thereof, that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work, or any portion thereof, in accordance with the Contract Documents, or fails or refuses to provide a sufficient amount of properly skilled, supervised and coordinated labor, materials, or equipment so as to complete the Work, or any portion thereof, within the Contract Time, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

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Stoppage of the Work, or any portion thereof, by the Owner pursuant to this Section shall not give rise to a claim by the Contractor for delay or for any extension of the Contract Time.

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

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

#### **2.5 OWNER'S RIGHT TO AUDIT AND REQUIRE RECORD RETENTION**

2.5.1 The Contractor shall keep full and accurate records of all costs incurred and items invoiced in connection with the Work, and shall keep and maintain all records related to this Project, for a period of five (5) years after Final Payment, or five (5) years after Grant close-out, as described further in Section 3.23.2 below, whichever is longer. Such records shall be open to audit by the Owner or its authorized representatives, and the Legislative Auditor for the State of Louisiana during the performance of the Work and during the referenced five (5) year period.

2.5.2 For Projects that are funded in full or in part with Federal or State funds, the Contractor shall maintain all records associated with said Project for five (5) calendar years after the Federal or State Grants associated with said Project have been closed by the respective Grantor agency. Due to the possibility of multiple funding streams for a single Project, the Contractor may be subject to multiple Grant close-out periods. The Grantor agency will notify the Owner when close-out is complete. The Owner will then notify the Contractor when close-out is complete and when the five (5) year retention period or periods commence.

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 GENERAL**

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be licensed and authorized to do business in the State and Parish where the Project is located. The requirements to be licensed and authorized to do business in the State and Parish where the Project is located shall apply to every General Contractor doing business with the Owner, regardless of the size of the Project/Contract Sum. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

§ 3.1.3 The Contractor shall not be relieved of any of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract, by activities of the Owner, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. Quality control (i.e. ensuring compliance with the Contract Documents) is the responsibility of the Contractor. Any testing, observations and/or inspections that the Owner may, at its option, choose to perform for quality assurance (i.e. to ascertain compliance with the Contract Documents) or other purposes are solely for the benefit of the Owner, and do not relieve the Contractor of any of its obligations.

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

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

§ 3.2.2 The Contractor is solely responsible for providing a safe place for the performance of the Work. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or for any improvements

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located on the site. Contractor shall comply with the provisions of the Louisiana Underground Utilities and Facilities Damage Prevention Law, La. R.S. § 40:1749.11 et seq., prior to performing any portion of the Work which may require excavation, including but not limited to pile driving, digging, auguring, boring, backfilling, dredging, compressing, plowing-in, trenching, ditching, tunneling, land leveling, grading and or mechanical probing. Damage to underground utilities caused by Contractor or anyone performing work for or on behalf of Contractor shall be repaired at Contractor's sole cost and expense. Such damage must be reported immediately to the Architect and the Owner. These requirements regarding utilities shall apply in all cases, regardless of whether or not utilities are shown in the Contract Documents.

§ 3.2.3 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. If a dimensional discrepancy exists, Contractor shall take field measurements required for proper fabrication and installation of Work.

Upon commencement of any item of Work, Contractor shall be responsible for dimensions related to such item of Work and shall make any corrections necessary to make Work properly fit at no additional cost to Owner. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.2.6 Contractor shall carefully study and compare Contract Documents with existing conditions at Project site and shall at once report in writing to Architect and Owner any error, inconsistency, or omission that may be discovered, or any materials, systems, procedures, or methods of construction, either shown on the Drawings or specified, which is suspected may be incorrect, inadequate, obsolete, or unsuitable for purpose intended, or which would not be able to receive the specified warranty. Contractor shall not proceed with any Work in such areas until written instructions are received from the Architect.

§ 3.2.7 Failure to report a conflict or discrepancy in the Contract Documents shall result in the Contractor being responsible and liable to the Owner for the additional costs and damages that would have been avoided had Contractor reported the conflict or discrepancy.

### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or

procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. In the event the Owner and/or Architect notify the Contractor of any such acts or omissions, Contractor shall immediately cure such acts or omissions, and the results thereof. Notwithstanding the foregoing, the Owner shall have no duty to discover said acts or omissions.

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

§ 3.3.4 Before ordering any material or performing any work, Contractor shall verify dimensions and check conditions in order to ensure that they properly reflect those on the Drawings. Any inconsistency shall be brought to attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions, of which Architect was not notified beforehand, costs to correct such discrepancies shall be borne by the Contractor.

§ 3.3.5 Contractor shall establish the building grades, lines, levels, column, wall and partition lines required by the various subcontractors in laying out their work in accordance with the Contract Documents.

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

§ 3.3.7 On trench excavations in excess of five feet in depth, Contractor shall bear sole responsibility for design and execution of acceptable trenching and shoring procedures in accordance with State regulations and OSHA 1926.652-.653. Contractor shall engage the services of a qualified engineer, licensed to practice in the state where the Project is located, to prepare detailed plans and specifications directing Contractor in safe execution of trenching and shoring.

#### § 3.4 LABOR AND MATERIALS

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

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. Failure to schedule the ordering of any item shall not constitute a valid reason to support a request for substitution.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Any such persons shall be immediately removed from the Project site, and not allowed to work thereon. For a Project site that includes a school in session with children present in or adjacent to the Project, the Contractor shall take any and all reasonable and lawful measures to ensure that its employees and its Subcontractors and their employees have not been convicted or pled nolo contendere to any crime listed in La. R.S. 15:587 or any other crime involving moral turpitude. All of Contractor's employees, subcontractors and all other persons carrying out any Work required by the Contract Documents shall wear appropriate identification tags of standard size on their clothing at all times when on the Project site. Said identification tags shall include, at a

minimum, the person's name, employer and that employer's role on the Project (i.e., Contractor, Subcontractor, etc.).

### § 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new, unless the Contract Documents expressly state otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranty shall also include any and all warranties, both implied and express, provided under applicable law.

### § 3.6 TAXES

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

§ 3.6.2 The Contractor is informed that La. R.S. 47:301(8)(c) exempts the State of Louisiana, cities, parishes and other political subdivisions and their agencies, boards and commissions from state and local sales and use taxes. The Contractor is hereby made aware that materials and equipment which are affixed to and made a part of the Project such that they become immovable property and permanently incorporated into the Project or Work may qualify for the exemption. The Contractor shall execute any documentation required to effectuate this exemption. The Contractor is still responsible for payment of all taxes on nonexempt items necessary in the construction of the Project.

§ 3.6.3 In accordance with La. R. S. 47:301(8)(c), the Contractor shall not pay any State or local sales taxes or State or local use taxes on materials and equipment which are affixed to and made a part of the real estate of the Project or Work (hereinafter referred to as "exempt items").

§ 3.6.4 All purchases of "exempt items" for the Project shall be made by the Contractor on behalf of and for the State of Louisiana, Department of Education, Recovery School District.

§ 3.6.5 The Contractor and all Subcontractors shall record all purchases of materials and equipment to be permanently installed or permanently incorporated into the Work. Preparing, maintaining and preserving these records shall be in accordance with applicable State laws and local ordinances and resolutions except that the records shall be preserved for not less than three (3) years from date of Final Payment. In addition to making the records available to the Louisiana Department of Revenue and Taxation and/or local taxing authorities, copies of the records shall also be made available to the Owner upon request.

§ 3.6.6 The Contractor and all Subcontractors shall pay all other taxes which are required to be paid on materials, equipment and services supplied or purchased by the Contractor or Subcontractors for use on the Project.

§ 3.6.7 A separate contract (Sales Tax Exemption Contract, in the form included with the Bidding Documents) shall be executed between the Owner and the Contractor on this Project, which will certify that the Contractor is an Agent of the Owner and therefore not subject to state and local sales or use taxes for the purchase of exempt items for the Project. After the Sales Tax Exemption Contract is executed, the Owner will furnish the Contractor a Louisiana Department of Revenue Form R-1020 entitled "Designation of Construction Contractor as Agent of Governmental Entity and Exemption Certificate" for use by the Contractor, Subcontractors, and Material Suppliers for the Project which is required by the State of Louisiana Department of Revenue and Taxation, Sales Tax Division.

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

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than three (3) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend in writing an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

#### § 3.8 ALLOWANCES

Allowances shall not be made on any of the Work.

*(Paragraphs deleted)*

#### § 3.9 SUPERINTENDENT

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

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

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

#### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval, a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall include with the schedule 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 duration, unless action is taken. A revised schedule shall be submitted with each Application and Certificate for Payment. The revised schedules shall show a comparison to the original baseline schedule. No payments will be made before these schedules are received.

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

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. : If the Work is not on schedule, as determined by the Architect and/or the Owner, 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 Article 14.2

§ 3.10.4 Submittal by the Contractor of a schedule or other documentation showing a completion date for the 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.

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

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

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

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

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

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

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

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

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect. Should the Contractor, subcontractor or sub-subcontractor install, construct, erect or perform any portion of the Work without approval of any required submittal, the Contractor shall bear the responsibility for any costs and/or delays caused thereby, including but not limited to removal, replacement and/or correction of any and all items, materials and/or labor.

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

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

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

### § 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor fully inspected the site prior to Contract award and accepts the areas for parking, storage and lay-down of materials and access to the site and understands and agrees that, unless otherwise provided in the Contract Documents, the Owner will not alter or interrupt any other operations at the Project site to accommodate the Work required by the Contract Documents.

§ 3.13.2 The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage or unexplained disappearance of property of the Owner located in the areas of the Project to which the Contractor has access. The Contractor shall provide for security of the Owner's property located in the areas of the Project to which the Contractor has access to prevent any such loss, damage or injury.

§ 3.13.3 The Contractor, its subcontractor, any sub-subcontractors and each of their representatives shall not erect any signs on the Project site without the prior written approval of the Owner.

§ 3.13.4 The Contractor, its subcontractor, any sub-subcontractors and each of their representatives shall not permit any workers to use any existing facilities (lavatories, toilets, entrances or similar items) at the Project site other than those designated in the Contract Documents, without the prior written approval of the Owner.

**§ 3.14 CUTTING AND PATCHING**

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

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

**§ 3.15 CLEANING UP**

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project. The Contractor shall not remove, injure, cut, alter or destroy trees, shrubs, plants or grass, unless otherwise provided elsewhere in the Contract Documents. For all areas affected by the Work, the Contractor is responsible for grounds up-keep, lawn mowing, weed control, grounds cleaning, and associated care and maintenance at least once every other week.

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

**§ 3.16 ACCESS TO WORK**

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

**§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

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

**§ 3.18 INDEMNIFICATION**

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

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

**§ 3.19 LOG OF CHANGES**

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The Contractor shall maintain a current log of all Requests for Information, Change Orders and Construction Change Directives at the site of the Project and shall provide the Owner and the Architect access to the same as requested. The Contractor shall also submit a copy of said logs to the Owner and the Architect on a monthly basis, not later than the tenth (10<sup>th</sup>) day of the following month.

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

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

### **§ 3.21 LIENS**

#### **§ 3.21.1**

The term "lien" as used in this Section 3.21 and in Article 9 of these General Conditions, and in Article 5 of the Agreement Between Owner and Contractor, AIA A101, refers to "claims" as provided in La. R.S. 38:2242, which authorizes "claimants" who perform work, labor, or provide materials or supplies for a public work to file "claims" with the governing authority. The term "lien" is used in the referenced sections instead of the word "claim" solely to avoid confusion with the "Claims" that may be filed by the Contactor and/or Owner pursuant to the Contract Documents, as provided in Article 15 of these General Conditions.

#### **§ 3.21.2**

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

#### **§ 3.21.3**

In the event such Lien is not discharged, the Contractor at its sole cost and expense, including attorneys fees, shall hold harmless and defend the Owner of and from any and all claims, lawsuits, causes of actions and demands of any person or entity asserting or claiming any right as a result of any Lien or claim, recorded or unrecorded, against the Contract Funds or the Owner's property. In the event such Lien is not discharged, the Contractor shall be deemed in default and the Owner shall have the right to terminate the Contract for said default. The Owner shall also have the right, but not the obligation, to bond said Lien (s), and Contractor shall be responsible for all costs incurred as a result thereof, including but not limited to, bond premiums and attorney fees.

#### **§ 3.21.4**

Prior to the receipt of any partial payment, or of Final Payment, Contractor shall provide the Owner a partial release or a final release, as appropriate, of all Liens and claims of any persons furnishing labor and/or materials to the Work. Contractor shall not receive Final Payment before providing to the Owner satisfactory evidence that there are no other Liens or claims whatsoever outstanding against the Work or Contract.

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

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

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

§ 3.22.3 The Contractor shall not allow traffic or operations to encumber school vehicle or pedestrian traffic during school hours, to include before school and after school programs.

§ 3.22.4 Any Work that the Contractor must perform after the opening of the school and/or while school is in session, caused by the failure of the Contractor to achieve timely Substantial Completion and/or timely Final Completion shall not interfere with the normal operations of the school. Contractor shall perform said Work at no additional expense to the Owner, and shall schedule said Work to occur outside of normal operating hours for the school, including performing said Work on nights and weekends, as may be required to complete the Project. This section shall not be construed to prohibit Contractor operations during normal school operating hours, but such operations may only be performed if, and only if, prior arrangements have been made and documented in writing between the Contractor and the Owner.

### § 3.23 ADDITIONAL RECORD REQUIREMENTS

#### § 3.23.1 Owner's and State's Right to Audit; Related Record Retention

The Contractor shall keep full and accurate records of all costs incurred and items invoiced in connection with the Work, and shall keep and maintain all records related to this Project, for a period of five (5) years after Final Payment, or five (5) years after Grant close-out, as described further in Section 3.23.2 below, whichever is longer. Such records shall be open to audit by the Owner or its authorized representatives, and the Legislative Auditor for the State of Louisiana during the performance of the Work and during the referenced five (5) year period.

#### § 3.23.2 Required Record Retention for Federal and State Funded Projects

For Projects that are funded in full or in part with Federal or State funds, the Contractor shall keep and maintain all records associated with said Project for a period of five (5) calendar years after the Federal or State Grants associated with said Project have been closed by the respective Grantor agency. Due to the possibility of multiple funding streams for a single Project, the Contractor may be subject to multiple Grant close-out periods. The Grantor agency will notify the Owner when close-out is complete. The Owner will then notify the Contractor when close-out is complete and when the five (5) year retention period or periods commence.

#### § 3.23.3 Certified Payrolls

§ 3.23.3.1 The Contractor and all Subcontractors shall prepare and submit Certified Payrolls to the Owner and the Architect on a weekly basis. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock No. 029-005-00014-1) is available for this purpose and may be used. The General Contractor shall be responsible for the submission of copies of payrolls by all Subcontractors.

§ 3.23.3.2 Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract or Subcontract, and shall certify the following items.

.1 That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete;

.2 That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract or Subcontract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

.3 That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract or Subcontract.

§ 3.23.3.3 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph

A.3.(ii)(b).

§ 3.23.3.4 The falsification of any of the above certifications may subject the Contractor and/or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

§ 3.23.3.5 All payroll and basic records related thereto regarding the Project shall be maintained by the Contractor and all Subcontractors for a period of five (5) calendar years after Final Payment, or five (5) years after Grant close-out, as described further in Section 3.23.2 above, whichever is longer. Such records shall contain for each worker, at a minimum, name, address, social security number, correct classification, hourly rate of wages paid (including rates for fringe benefits), daily and weekly hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor and/or Subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors and/or Subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of the apprenticeship and programs and certification of trainee programs, the registration of apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

§ 3.23.3.6 The Contractor and/or Subcontractor shall make the records required under Section 3.23.3.5 available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, Subcontractor, sponsor, applicant or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**§ 3.24 CDBG Compliance Provisions**

Contractor and all Subcontractors shall comply with all of the requirements set forth in the CDBG Compliance Provisions for Construction Contracts, a copy of which is included in the Project Manual.

**ARTICLE 4 ARCHITECT**

**§ 4.1 GENERAL**

§ 4.1.1 The Owner shall retain an Architect. 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 referred to throughout the Contract Documents as if singular in number."

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

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the Architect.

**§ 4.2 ADMINISTRATION OF THE CONTRACT**

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date that both Final Completion on the Project is achieved and the Owner makes Final Payment to the Contractor. The Architect shall remain an Owner's representative with the Owner's concurrence as needed from time to time during the one year period for correction of the Work described in Article 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

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

#### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

§ 4.2.5 Based on the Architect's evaluations of the Work as provided in Sections 4.2.2 and 4.2.3, and of Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents. There will be no restriction on the Owner having a representative, or on the Owner's choice or selection of the Owner's representative.

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

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

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

§ 5.1.2 All Subcontractors and Sub-subcontractors as defined in sections 5.1.1 and 5.1.2 above shall be lawfully licensed as required by Louisiana state and local laws.

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

§ 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.

§ 5.2.2 The Contractor shall be responsible for the selection of all subcontractors, suppliers, manufacturers and other labor or material suppliers, and shall make such selections in light of the requirements of the Drawings, Specifications and other Contract Documents. However, the Contractor shall not contract with a proposed person or entity to which the Owner has made timely objection. The Contractor shall be solely responsible for the performance of all such parties. 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 such parties, or due to replacement of same.

§ 5.2.3 The Contractor shall notify the Owner and Architect when a subcontractor is to be changed and substituted with another subcontractor. Such notification shall be provided to the Owner and Architect at least five (5) calendar days prior to the proposed substitution.

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

### § 5.3 SUBCONTRACTUAL RELATIONS

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

### § 5.4 OPTIONAL ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 In the event the Owner terminates the Contract with the Contractor for cause pursuant to Section 14.2, the Owner may, at its sole discretion, and with no obligation to do so, accept an assignment from the Contractor of one or more then-existing subcontract agreements for a portion of the Work.

- .1 Such assignment shall only become effective by a written Agreement signed by the Owner.
- .2 Such assignment shall be under the terms and conditions expressly accepted by the Owner in a signed writing, and no other terms and conditions shall be imposed by implication.
- .3 Before accepting any assignment of a subcontract agreement, the Owner will consider the prior rights of the surety, if any, and Contractor's unpaid obligations to the subcontractor, if any, and may choose, at the Owner's sole discretion, to reject or refuse an assignment in light of same.

*(Paragraphs deleted)*

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised. Contractor shall do all cutting, fitting and patching of the Work required to make its several parts come together properly in a manner that will not endanger any work of the Owner or others.

§ 6.1.4 The Owner may furnish materials or equipment to the Project site to be incorporated into the Work. For any Owner furnished equipment or materials to be incorporated into the Work, the Contractor shall perform such tasks as are necessary to coordinate and install the Owner furnished materials and/or equipment to make the Work functionally complete. If the Contractor contends that such Owner furnished materials or equipment constitutes an extra to the Work outside the requirements of the Contract Documents, the Contractor shall make such Claim as provided in Article 15.

## § 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

## § 6.3 OWNER'S RIGHT TO CLEAN UP

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

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

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

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

§ 7.1.4 The Contractor shall submit the following at the Pre-Construction Conference, prior to the commencement of any Work. Any Subcontractor desiring to submit a Change Order shall submit the following information to the Owner and Architect no later than fourteen (14) days prior to the submission of that Subcontractor's first Change Order.

- .1 Fixed job site overhead cost itemized with documentation to support daily rates.
- .2 Bond Premiums with supporting information from the General Contractor's carrier.
- .3 Insurance Rates with supporting information from the General Contractor's carrier.
- .4 Labor Burden by trade for Subcontractors and General Contractor.
- .5 Internal Rate Charges for all significant company owned equipment.

§ 7.1.5 No order, oral statement, or direction of Architect or Owner shall be treated as a Change Order nor shall it entitle Contractor to an adjustment to the Contract Sum or the Contract Time. Requests for Information (RFI) are not changes to the Contract Documents and do not change the Contract Sum or Contract Time.

§ 7.1.6 Unit prices shall be inclusive of all costs including mark-up for overhead and profit and shall be applied to units of measure as defined in the Contract Documents for each category of Work.

## § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument signed by the Owner, the Architect and the Contractor, 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.

A Change Order affecting the Contract Sum shall be based on the Cost of the Work, as set forth in section 7.2.2, and Overhead and Profit, as set forth in section 7.2.3, subject to approval of the Architect and the Owner.

§ 7.2.2 "Cost of the Work" for the purpose of Change Orders shall be costs actually required to be incurred in performance of the work and paid by the Contractor and Subcontractors. Such costs shall consist only of the following:

- .1 Wages paid for direct labor personnel, delineating a labor burden markup for applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes.
- .2 Costs of direct materials and supplies, including the identification of each item and its cost.
- .3 Costs of necessary machinery and equipment required by the Change Order, including the identification of each and the allocation of its cost, and the bases therefore, to the change in the Work
- .4 Other direct costs, properly documented.
- .5 Costs of premiums for bonds and insurance directly related to the change in Work.

§ 7.2.3 "Overhead and Profit" The Contractor and Subcontractor shall be due job-site and home office fixed overhead and profit on the Cost of the Work, but such overhead and profit shall not exceed a combined total of 10% of the direct cost of any portion of work. Additionally, when all or substantially all (as defined in the next sentence) of the Work reflected on a Change Order is to be performed by one or more Subcontractor, the General Contractor shall not be entitled to charge Overhead and Profit on the Subcontractor's Overhead and Profit. For purposes of this Section, "substantially all" shall mean 95% of the value of the Work reflected on the Change Order, excluding the General Contractor's fixed job site overhead costs, bond premium costs and insurance costs.

§ 7.2.4 The cost or credit to the Owner resulting from a change in the Work shall be prepared and presented to the Architect and the Owner in a Change Order, for their review and approval, as the sum of the "Cost of the Work" (as defined in section 7.2.2) and "Overhead and Profit" (as defined in section 7.2.3). Where a change results in both credits to the Owner and extra cost to the Contractor for related items, overhead and profit will only be computed on the net extra cost to the Contractor. The amount of the Change Order so computed shall not be binding nor final until approved in writing by both the Architect and the Owner.

§ 7.2.5 Before a Change Order is prepared, the Contractor shall provide and deliver to the Architect and Owner the following information concerning the Cost of the Work. The provision of said information is not subject to waiver, and shall be provided by the Contractor within a reasonable time after being instructed to prepare said Change Order:

- .1 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.
- .2 A detailed 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 finalized and approved by the Owner, the Contractor and the Architect (as reflected by their signatures thereon), no future requests for extensions of time or additional cost shall be considered for the change in the Work related to that Change Order. The Change Order represents the full and final amount of the change in the Contract Sum and/or the Contract Time due to the Contractor for all additional Work related to the Change Order. Contractor waives any further claims for additional costs or additional time, whether direct or indirect, for the change in the Work related to said Change Order.

§ 7.2.7 The Contractor will be eligible for extended fixed job-site overhead for time delays only when: complete stoppage of work occurs causing an extension of critical path activities (defined as such on the approved baseline schedule required by Section 3.10.1) which also results in an extension of the Contract Time; and the Contractor is unable to mitigate financial damages through replacement work; and the stoppage of work is due to acts or omissions solely attributable to the Owner. In all cases the Contractor shall notify the Architect and Owner in writing and shall make a Claim as required by Article 15. Reasonable proof shall be required by the Initial Decision Maker, Architect and Owner that alternate work could not be performed. Reasonable proof shall be required by the Initial Decision Maker, Architect and Owner that the stoppage affected the critical path activities and the Contract Completion Date.

§ 7.2.8 "Cost of the work" whether incurred by the Contractor or a Subcontractor shall not include the following:

- .1 Salaries or other compensation of the Contractor's or Subcontractor's personnel at the Contractor's or Subcontractor's principal office and branch offices.
- .2 Any part of the Contractor's or Subcontractor's capital expenses, including interest on the Contractor's or Subcontractor's capital employed for the work.
- .3 Overhead and general expenses of any kind or the cost of any item not specifically and expressly included in section 7.2.2 in Cost of the Work.
- .4 Cost of supervision not specifically required by the Change Order.

§ 7.2.9 When applicable, as provided in the Contract Documents, 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 or Owner. Unit prices shall cover costs of Material, Labor, Equipment, Overhead and Profit.

When Unit prices (which include Overhead and Profit) are used as the basis for the added Cost of the Work to the Owner resulting from the Change Order, Overhead and Profit shall not be duplicated by adding it again under section 7.2.3.

§ 7.2.10 Any and all changes or adjustments in the Work that are the subject of a proposed Change Order shall be supported, in addition to the cost and schedule information required elsewhere in this Article 7, by detailed specifications, plans, and/or drawings that evidence the need for the change in the Work and the propriety of the proposed method to effectuate that change.

§ 7.2.11 Any and all changes or adjustments to the Contract Time requested or claimed by the Contractor as a result of a Change Order shall require documentation and justification for the adjustment by a method analysis of the Contractor's most recent schedule in use prior to the change, which shows an extension in critical path activities. Changes that affect or concern activities containing float or slack time (i.e. not on the critical path) that can be accomplished within such float or slack time shall not result in an increase in the Contract Time.

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.2.3. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Wages paid for direct labor personnel, delineating a labor burden markup for applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes.
- .2 Costs of direct materials and supplies, including the identification of each item and its cost.
- .3 Costs of necessary machinery and equipment required by the Change Order, including the identification of each and the allocation of its cost, and the bases therefore, to the change in the Work
- .4 Other direct costs, properly documented.
- .5 Costs of premiums for bonds and insurance directly related to the change in Work.

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work may be included in Applications for Payment only as follows. Said undisputed amounts may be presented to the Owner for the Owner's approval in a Change Order. Only after the Owner has approved said Change Order may such amounts be included in an Application for Payment.

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

**§ 7.4 MINOR CHANGES IN THE WORK**

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

**ARTICLE 8 TIME**

**§ 8.1 DEFINITIONS**

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

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

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

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

§ 8.1.5 The Contract Time shall not be changed by the submission of a schedule that shows an early completion date, unless a change in the Contract Time has been specifically authorized by a final, approved Change Order.

§ 8.1.6 For all purposes of counting time provided in these Contract Documents, time shall be counted on a calendar day basis. However, unless otherwise specified, where the due date for any action, submittal or response falls on a Saturday, Sunday, or legal holiday (as identified in Section 8.1.7), such action, submittal, or response shall be considered due on the next business day which is not a Saturday, Sunday or a legal holiday.

§ 8.1.7 For purposes of this Subparagraph, legal holidays shall include the following:

New Year's Day	January 1
Martin Luther King Day	
Mardi Gras Day	
Good Friday	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

**§ 8.2 PROGRESS AND COMPLETION**

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. Substantial Completion of the Work must be made within the time stated in the Agreement between the Owner and the Contractor (subject to such extensions as may be agreed to by Change Order). By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor agrees to commence the Work not later than the date set forth in the written Notice to Proceed issued by the Owner, and to achieve Substantial Completion of the Work within the time stated in the Contract Documents, and to achieve completion of the Punch List within the time stated in the Contract Documents. The Contractor and Owner mutually agree that the Owner's operations will be negatively impacted and the Owner will sustain damage that will be impracticable and extremely difficult to quantify if Substantial Completion of the Project and Punch List completion are not achieved within the time set forth in the Contract Documents. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner liquidated damages, which shall not be considered a penalty, in the amount stated in the Contract Documents as fixed, agreed upon and Liquidated Damages for each calendar day (Saturdays, Sundays, and legal holidays included) that Substantial Completion is delayed beyond the time stated in the Contract Documents, and for each calendar day that completion of the Punch List is delayed beyond the time stated in the Contract Documents, as more specifically set forth in the Agreement. The Owner shall be entitled to collect any and all sums that are due the Owner as Liquidated Damages in any manner

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available, including but not limited to withholding the amounts due to the Contractor for Progress Payments or Final Payment, deducting the Liquidated Damages due by a Construction Change Directive, or collecting the amounts due from the Contractor or the Contractor's Surety.

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

### § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may recommend, subject to the Owner's approval of said Change Order, provided the Contractor timely made a claim for additional time in accordance with the applicable provisions of Article 15. If the Contractor fails to make a timely claim for additional time in accordance with the applicable provisions of Article 15, then said potential claim is irrevocably waived.

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

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

### § 9.2 SCHEDULE OF VALUES

§ 9.2.1 At the Pre-Construction Conference, the Contractor shall submit to the Owner and the Architect a Schedule of Values, using the Form AIA G703 – Continuation Sheets, allocating the entire Contract Sum to the various portions of the Work. Applications for Payment will not be considered before the Schedule of Values is submitted in proper form.

§ 9.2.1.1 On the Schedule of Values, the Contractor shall itemize the Contract Sum into each Section listed under each Division on the format provided, as such Sections are applicable to the Project. The Owner shall have the right to require the Contractor to break down each portion of the Work cost item further into the components of labor, materials and overhead and profit. Should the Owner make said request, the Contractor shall provide said information promptly.

§ 9.2.1.2 The total of all items listed on the Schedule of Values shall equal the total Contract Sum. This Schedule of Values, after approved by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 Monthly, the Contractor shall submit to the Architect an Application & Certificate for Payment on AIA Document G702, accompanied by AIA Document G703, and supported by any additional data substantiating the Contractor's right to payment as the Owner or the Architect may require. The Application for Payment shall be notarized. Application for Payment shall be submitted no later than the tenth (10<sup>th</sup>) day 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 last day of the preceding month, less normal retainage, as set forth in Section 9.3.1.1. Offsite storage of materials shall not be allowed.

§ 9.3.1.1 Normal retainage for Projects with a Contract Sum of less than \$500,000.00 shall be 10% of the total Contract Sum. Normal Retainage for Projects with a Contract Sum of \$500,000.00 or more shall be 5% of the total Contract Sum.

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§ 9.3.1.2 No payment shall be made until the revised Construction Schedule required by Section 3.10.1 is received by the Owner and the Architect.

§ 9.3.1.3 The normal retainage shall not be due the Contractor until after all of the following have occurred: (1) Substantial Completion has been achieved; (2) the Architect has prepared and the Owner has approved and accepted a Certificate of Substantial Completion, including an attached Punch List meeting the requirements of Sections 9.8.4 and 9.8.5; and (3) the Contractor has submitted an Application for Payment for the retainage, (4) the Contractor has provided the Owner with a fully completed, executed and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payments, in the form attached as Exhibit "A" to the Agreement Between the Owner and Contractor, AIA Document A101 (5) the forty-five (45) day lien period in La. R.S. 38:2242 has expired; and (6) the Contractor has provided the Owner and the Architect with a clear lien and privilege certificate. If there are insufficient funds remaining in the Contract Sum to both pay the normal retainage and cover the value assigned to the Punch List (as set forth in Section 9.8.5), then the Owner shall withhold payment of the normal retainage to the extent necessary to cover the shortfall. If the value of the Punch List (as set forth in Section 9.8.5) exceeds the funds remaining in the Contract Sum, including the normal retainage, Contractor shall not be entitled to the payment of any normal retainage. Instead, Contractor and/or its Surety shall be liable for and shall pay the shortfall to the Owner.

§ 9.3.1.4 Work performed and materials supplied under a Change Order may be included for payment only after the Change Order has been approved in writing by the Owner and all other appropriate parties.

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment for materials and equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale or such other documents satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance. Offsite storage of materials shall not be allowed.

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

§ 9.3.4 Each Application for Payment for a Progress Payment shall be accompanied by a fully completed, executed and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payments, in the form attached as Exhibit "A" to the Agreement Between the Owner and Contractor, AIA Document A101. The Application for Final Payment shall be accompanied by a fully completed, executed and notarized Contractor's Unconditional Waiver of Lien Upon Final Payment, in the form attached as Exhibit "B" to the Agreement Between the Owner and Contractor, AIA Document A101. Payment Applications which omit these Waivers of Liens shall not be paid.

§ 9.3.5 The Contractor further expressly undertakes to defend the Owner at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against Owner as a result of liens filed against the Work, the job site and any improvements thereon, any portion of the property of the Owner, or any payments due the Contractor (referred to collectively as "liens" in this Section 9.3) by those providing labor, material or equipment on behalf of Contractor. The Contractor hereby agrees to defend, indemnify and save Owner harmless against any such liens or claims and agrees to pay any judgment or lien resulting from any such actions, lawsuits or proceedings.

#### § 9.4 CERTIFICATES FOR PAYMENT

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

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

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents;
- .8 if the Project is behind schedule, failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of the Work within Contract Time;
- .9 the value of the Punch List exceeds the unpaid balance of the Contract Sum;
- .10 improperly completed or inadequately documented/supported Application for Payment. The omission of any required documents from the Application for Payment, including but not limited to lien waivers, shall result in its rejection;
- .11 rejection of any part of the Work by any governmental authority having jurisdiction over the Project;
- .12 improperly completed or incomplete commissioning documentation under the responsibility of the Contractor as deemed by the Architect, Owner and/or commissioning authority.

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

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the

Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

#### § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued an approved Certificate for Payment, the Owner shall make payment within forty-five (45) days of the Owner's receipt of said approved Certificate.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than fourteen (14) days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner Pursuant to Louisiana law, La. R.S. 9:2784, the Contractor or Subcontractor shall make payment due to each Subcontractor and supplier within fourteen (14) consecutive days of the receipt of payment from the Owner. If not paid, a penalty in the amount of 1/2 of 1% per day is due, up to a maximum of 15% of the amount due, from the expiration of the period allowed for payment until paid, and attorneys fees are available. The Contractor or Subcontractor, whichever is applicable, and not the Owner, is solely responsible for payment of this penalty and for any attorneys fees that may be due as a result thereof.

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

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

§ 9.6.5 If the Owner receives any claim of nonpayment arising out of the Contract from a Subcontractor, Sub-subcontractor, material or equipment supplier, or the like, the Owner shall deduct 125% of such claim from the Contract Sum. The Contractor, or any interested party, may deposit security with the recorder of mortgages of the parish where the Work has been done, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim. When the Owner receives original proof of such guarantee from the recorder of mortgages and/or clerk of court, the claim deduction will be added back to the Contract Sum.

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

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

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

#### § 9.7 FAILURE OF PAYMENT

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

## § 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the Project is Substantially Complete in accordance with this Article 9.8. In addition to the requirements of the first sentence of this Article 9.8.1, the following conditions must also be satisfied before the Work will be considered Substantially Complete:

- .1 Where roofing work is part of the Contract, the Owner must receive the executed Roofing Contractor's and Roofing Manufacturer's guarantees;
- .2 All required occupancy permits must have been issued and copies delivered to the Owner;
- .3 All Project systems included in the Work must be operational as designed;
- .4 All operations and maintenance data specified has been submitted and approved, including the provision of draft as-built drawings for training purposes;
- .5 The Owner's personnel must have completed any required training in the Project's operations systems;
- .6 All finishes required by the Contract Documents must be in place;
- .7 The only remaining work must be minor in nature so that the Owner can occupy the building/construction and the Contractor's completion of that minor remaining work will not interfere with nor hamper the Owner's normal business operations. This shall include completion and verification by the Owner's designated commissioning authority for all outstanding commissioning issues;
- .8 The Contractor must certify in writing that all remaining Work will be completed within forty-five (45) consecutive calendar days, unless the Owner consents to a different time, following the date of Substantial Completion. Any remaining Work required to be performed after the date of Substantial Completion at a school that is operating and open shall be done in a manner and during times that do not interfere with school operations, at no additional cost to Owner. Owner shall have the right to direct Contractor to perform said Work during non-operating hours of the school, including nights and weekends.

§ 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. 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 issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Architect determines that the Project is Substantially Complete, and the Owner agrees, the Architect shall prepare a Certificate of Substantial Completion that establishes the Date of Substantial Completion of the Work.

The Architect shall prepare and attach a "Punch List" of exceptions itemizing additional Work remaining to be done by the Contractor, as set forth more fully in Section 9.8.5. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work, 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, unless otherwise agreed to in writing by the Owner and Contractor.

§ 9.8.5 The Punch List of exceptions prepared by the Architect shall itemize additional Work remaining to be done by the Contractor, and the dollar value related thereto. The cost of these items shall be prepared in the same format as the Schedule of Values. The monetary value assigned to this Punch List will be 125% of the sum of the cost estimate for each particular item of required work, and will be estimated by the Architect based on the mobilization, labor, material and equipment costs of correcting the item. The value assigned to the Punch List shall be retained from the monies

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owed the Contractor, above and beyond the normal retainage. No funds assigned for the Punch List value shall be due to the Contractor before the Punch List items are completed and accepted by the Architect and the Owner. 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 accepted as Substantially Complete. If funds remaining in the Contract are less than that required to complete the Punch List Work, then the Contractor or its Surety shall pay the difference.

**§ 9.8.6** The Contractor shall complete the Punch List items within forty-five (45) consecutive calendar days from the date of Substantial Completion. The Owner may, at its option, consent to a different time, but such consent shall be reflected in writing. If the Contractor fails to complete all Punch List items within this forty-five day period, through no fault of the Owner or the Architect, the Contractor shall be assessed Liquidated Damages in the amount set forth in the Agreement between the Owner and Contractor (AIA Document A101), for each additional day beyond that forty-five (45) day period that the Punch List remains incomplete. Additionally, if the Contractor fails to complete all Punch List items within this forty-five day period, through no fault of the Owner or the Architect, then 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 of the Surety by the Owner, the Surety has not completed the Punch List, through no fault of the Architect or Owner, the Owner may, at his option, contract with an outside party 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 choose to not accept bonds submitted from that Surety in the future.

**§ 9.8.7** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. After such acceptance, and consent of surety, the Contractor may submit to the Owner a properly completed and supported Application for Payment seeking payment of completed Work, less the value assigned to the Punch List items, as set forth in and limited by Section 9.8.5 above. Such Application for Payment shall not request payment for Work that is incomplete and/or not in accordance with the requirements of the Contract Documents.

**§ 9.8.8** After the Owner's receipt and approval of a fully executed Certificate of Substantial Completion and attached Punch List, the Owner shall issue a Notice by Owner of Acceptance of Work. The Contractor shall record the Notice by Owner of Acceptance of Work with the Clerk of Court in the Parish in which the Work has been performed, and shall provide written evidence of recordation to the Architect and the Owner. If the Notice of Acceptance has not been recorded within seven (7) days after issuance, the Owner may record the Notice of Acceptance at the Contractor's expense.

**§ 9.8.9** Upon the Owner's Notice of Acceptance, and upon receipt of a properly completed Application for Payment, payment of Punch List items completed, less normal retainage applicable thereto, shall be approved, and payment made in accordance with the procedures set forth in these Contract Documents for Progress Payments, unless there are insufficient funds remaining in the Contract Sum for payment of same. If funds remaining in the Contract are less than that required for payment of the Punch List Work, then the Contractor or its Surety shall pay the difference.

### **§ 9.9 PARTIAL OCCUPANCY OR USE**

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

**§ 9.9.1.1** Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project to be occupied.

**§ 9.9.1.2** Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims in behalf of the Owner

or Contractor against each other.

§ 9.9.1.3 If the Project consists of more than one building, and one of the buildings is to be occupied, the Owner, prior to occupancy of that building, shall secure permanent property insurance on the building to be occupied and necessary permits which may be required for use and occupancy.

§ 9.9.1.4 Use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of the responsibility to maintain all insurance and bonds required of the Contractor under the Contract Documents until the Project is completed and accepted by the Owner.

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

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

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. If the Architect finds the work not 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 **\$150.00 per 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 Contract Sum due to the Contractor. If no funds remain in the Contract Sum, the Contractor or its Surety shall pay this amount. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

§ 9.10.2.1 In addition to the items listed in Section 9.10.2, the Contractor shall deliver the following items to the Owner before final payment shall be due:

- .1 All close-out submittals specified in the Specifications.
- .2 All project record documents specified in the Specifications.
- .3 All approved submittals;
- .4 All approved Shop Drawings;
- .5 All final as-built Drawings.
- .6 All operations and maintenance data specified in the Specifications.
- .7 All warranties as required on specific products or portions of the Work, including subcontractor

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warranty letters.

- .8 All spare parts, overages, and maintenance materials specified in the Specifications.
- .9 Certificates of Occupancy from authorities having jurisdiction.
- .10 Copies of all inspection tags from authorities having jurisdiction.
- .11 Executed Certificates of Substantial Completion.
- .12 A fully completed, executed and notarized Contractor's Unconditional Waiver of Lien Upon Final

Payment, in the form attached as Exhibit "B" to the Agreement Between the Owner and Contractor, AIA Document A101.

§ 9.10.2.2 Upon receipt by the Architect of all Project close-out documents and a recommendation by the Architect of acceptance of Final Completion, a close-out meeting will be scheduled by the Architect, to include the Architect, the Owner and the Contractor for the review and acceptance of all of the required items identified in this Section 9.10.2. If all items are complete and accepted by the Owner, the Owner will then authorize the issuance of Final Payment.

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

*(Paragraphs deleted)*

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

#### § 9.11 LIQUIDATED DAMAGES

The Contractor's failure to achieve Substantial Completion and Final Completion within the Contract Time, as set forth in the Contract Documents, and failure to timely complete the Punch List, as set forth in the Contract Documents, shall result in the imposition of Liquidated Damages upon the Contractor. As further set forth in the Agreement, and in Sections 8.2.2 and 9.8.6 above, it is mutually agreed by the Contractor and the Owner that the Owner's operations will be negatively impacted and the Owner will sustain damage that will be impracticable and extremely difficult to quantify if Substantial Completion of the Project and Punch List completion are not achieved within the time set forth in the Agreement. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner Liquidated Damages, which shall not be considered a penalty, in the amount stated in the Contract Documents as fixed, agreed upon and Liquidated Damages for each calendar day (Saturdays, Sundays, and legal holidays included) that Substantial Completion is delayed beyond the time stated in the Agreement, and for each calendar day that completion of the Punch List is delayed beyond the time stated in the Agreement. The Owner shall be entitled to collect any and all sums that are due the Owner as Liquidated Damages in any manner available, including but not limited to withholding the amounts due to the Contractor for progress payments or final payment, deducting the Liquidated Damages due by a Construction Change Directive, or collecting the amounts due from the Contractor or the Contractor's Surety. The Contractor and the Contractor's Surety hereby agree and will be held liable for any Liquidated Damages imposed in accordance with these Contract Documents.

### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

#### § 10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees on the Work and other persons who may be affected thereby;

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- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- .4 the indoor air quality of buildings where students, teachers, employees and visitors occupy the areas adjacent to or near the Work on the Project site;
- .5 the exhaust systems and existing fresh air intake devices to prevent dust or fumes caused by the Work from entering such systems; and
- .6 the Contractor expressly agrees that it is exclusively responsible for compliance with the Occupational Safety and Health Act (OSHA) and state and local regulations for the construction in that it is the "employer" within the meaning of those regulations. It is the expressed intent of the parties that the Contractor, not the Architect nor the Owner, is in charge of the Work.

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

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall provide for the marking of all underground utilities prior to any digging, excavation or other disturbances of earth.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Section 10.2.1 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Section 10.2.1, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect. The Contractor shall immediately (within 24 hours) make an oral report to the Architect and the Owner and promptly (within three (3) days) provide a written report to the Architect and the Owner reporting all accidents arising out of or in connection with the Work that cause death, significant injury, loss of consciousness, medical treatment beyond first aid, significant property damage (estimated over \$5,000.00), and/or that interrupt utility services.

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

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

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding three (3) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. This notice shall not replace or supplant the shorter notice required under the circumstances identified in Section 10.2.6 above.

#### § 10.2.9 SECURITY OF SITE

The Contractor is solely responsible for the security of all equipment, tools or other property of the Contractor, its Subcontractors, and its suppliers at the Project site to include any loss or damage due to theft or vandalism. The Contractor shall provide for security at the site.

### § 10.3 HAZARDOUS MATERIALS

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor, such as asbestos, lead, or PCBs, and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resume. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, if any, of any affected area of a Project, which adjustments shall be accomplished as provided for in Article 7.

*(Paragraph deleted)*

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

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

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

### § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall notify the Owner and Architect immediately of the emergency, and shall simultaneously act, using the Contractor's best judgment, to prevent threatened damage, injury or loss and to protect and safeguard the Work, the Owner's property and the person working on the Project from injury, damage or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS

### § 11.0 CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, and in a company or companies which meet the additional requirements set forth in this Article 11 below, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and such other insurance which is specified in this Article 11 below:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

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- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims for bodily injury or property damage arising out of the Contractor's operations, including but not limited to construction activities and any Work or activities performed pursuant to the Contract Documents; and
- .9 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

## INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION AND RENOVATIONS

### §11.1 STANDARDIZED INSURANCE REQUIREMENTS FOR ALL STATE CONTRACTS

§11.1.1 Contractor shall purchase and maintain, at Contractor's expense, all of the insurance required in this Article 11. All required insurance shall be kept in full force and effect, without interruption, commencing from the date the Contract documents are executed and continuing until the Work has achieved Final Completion, has been accepted by the Owner and final payment has been made.

§11.1.1.1 If any of the insurance coverages are required to remain in force after final payment has been made, an additional Certificate of Insurance evidencing continuation of such coverage shall be submitted with the final Application for Payment.

§11.1.2 All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

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

§11.1.2.2 The Owner shall be named as an additional insured on all policies of insurance required by this Article 11 (ISO Forms CG 20 10, Current form approved for use in Louisiana).

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

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

§11.1.2.5 All insurance policies required herein shall be endorsed to reflect and insure any occupancy by the owner at the time of such occupancy prior to Substantial Completion.

§11.1.2.6 All insurance policies required herein shall be on an occurrence basis. Claims made policies are not acceptable.

§11.1.2.7 Contractor shall defend, indemnify and hold harmless Owner for any damages, loss, costs or expenses caused by or related to Contractor's failure to carry the insurance required under the Contract Documents.

§11.1.2.8 The insurance required under the Contract Documents shall be written for no less than the coverage limits set forth in this Article 11, below. Nothing herein shall prohibit Contractor from carrying higher limits or broader coverage, at Contractor's expense.

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§11.1.2.9 All liability insurance policies shall be written with a waiver of subrogation by the Contractor/Subcontractor in favor of the Owner.

**§11.1.3 INSURANCE:**

The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverages required by the Contract to the Owner in insurance companies lawfully authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-VI. This rating requirement may be waived, at the Owner's discretion, for the workers' compensation coverage.

Thirty days prior notice of cancellation shall be given to the Owner by registered mail, return receipt requested, on all of the required coverage provided to the Owner. All notices will name the Contractor/ Subcontractor and identify the Contract number.

Insurance coverage specified in the GENERAL CONDITIONS (AIA Document A 201, 2007 Edition) to be provided by the Contractor, and any other insurance described below shall be furnished with the following minimum limits:

§11.1.3.1 Workers' Compensation - Statutory - in compliance with the Compensation Law of the State. Exception: Employers liability to be \$1,000,000 when work is to be over water and involves maritime exposures.

§11.1.3.2 Commercial General Liability Insurance with a combined single limit per occurrence for bodily injury and property damage. This insurance shall include all major divisions of coverage for bodily injury and property damage, and be on a comprehensive basis, including:

- .1 Premises - Operations;
- .2 Broad Form Contractual Liability;
- .3 Products and Completed Operations;
- .4 Use of Contractors and Subcontractors/Independent Contractors Protective;
- .5 Personal Injury with employment exclusion deleted;
- .6 Broad Form Property Damage;
- .7 Explosion, Collapse and Underground (XCU) Coverage;
- .8 Owner's and Contractor's Protective;
- .9 Excess umbrella.

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

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

Type of Construction	Projects Under \$100,000	Projects \$100,001 - \$1,000,000	Projects Over \$1,000,000
<b>New Buildings:</b>			
-Each Occurrence/ Minimum Limit	\$500,000	\$1,000,000	\$3,000,000
-Aggregate (Applicable to this Contract ONLY)	\$500,000	\$1,000,000	\$3,000,000
<b>Renovations: The building(s) value for this Project is: \$ _____</b>			
-Each Occurrence/	\$500,000***	\$1,000,000***	\$3,000,000***

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Minimum Limit	(Depends on Building Value)	(Depends on Building Value)	(Depends on Building Value)
-Aggregate (Applicable to this Contract ONLY)	\$500,000*** (Depends on Building Value)	\$1,000,000*** (Depends on Building Value)	\$3,000,000*** (Depends on Building Value)

\*\*\*While the minimum combined single limit of \$500,000 is required for all renovations, the value of a building shall be multiplied by 10% and insurance requirements will be increased at \$1,000,000 intervals and rounded to the nearest \$1,000,000. Example: Renovation on \$33,000,000 building would require \$3,000,000 minimum combined single limit of coverage. Maximum limit required is \$5,000,000.00 regardless of building value.

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

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

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

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

§11.1.5 All policies of insurance shall be approved by the contracting Owner prior to the inception of any work.

§11.1.6 Other insurance required is as follows:

§11.1.6.1 Owner's Protective Liability Insurance shall be furnished by the Contractor and naming the State of Louisiana as the Insured.

	Projects Under \$100,000	Projects \$100,001- \$1,000,000	Projects Over \$1,000,000
CGL - Each Occurrence	\$500,000	\$1,000,000	\$3,000,000

**§11.1.6.2 ASBESTOS ABATEMENT LIABILITY**  
(required when asbestos abatement is included in the work)

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

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

Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Owner, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor/Subcontractor concerning indemnification. The Owner reserves the right to require complete, certified copies of all required insurance policies,

at any time.

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

*(Paragraph deleted)*

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

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

*(Paragraphs deleted)*

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

**§11.1.8.3** All policies and certificates of insurance shall be approved by the contracting agency prior to the inception of any work.

*(Paragraph deleted)*

#### **§11.1.9 SUBCONTRACTORS**

Contractor is responsible for all Subcontractors and Sub-subcontractors performing the Work. Contractor shall require Subcontractors and Sub-subcontractors to carry insurance of the same character and in the same amounts as the Contractor, unless the Owner and Contractor agree that reduced coverages are adequate because of the nature of the subcontracted work. Contractor shall obtain Certificates of Insurance from the Subcontractors and Sub-subcontractors evidencing that all of the insurance required herein is in full force and effect. Subcontractors and Sub-subcontractors shall not commence any Work required by these Contract Documents prior to providing the Contractor with the valid and effective Certificate(s) of Insurance required herein. Contractor shall keep such Certificates of Insurance in safekeeping, and provided copies to the Owner and/or the Architect upon request.

#### **§11.1.10 CERTIFICATES OF INSURANCE/VERIFICATION OF COVERAGE**

Contractor shall furnish the Owner with certificates of insurance evidencing all of the insurance coverage required by this Article 11. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates of Insurance are to be received and approved by the Owner before work commences. The certificates of insurance must also contain the following in the "Description of Operations" section:

If the contractor is a General Contractor, then so state.

If the contractor is a specialty contractor, then so state and provide the list of specialties for which the contractor is insured.

Contractor shall provide said certificates of insurance within ten (10) calendar days of the execution of the Contract between the Owner and the Contractor. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### **§11.2 INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

*(Paragraph deleted)*

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### §11.2.1 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

*(Paragraph deleted)*

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

*(Paragraphs deleted)*

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

### §11.2.2 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

§11.2.2.1 Commercial General Liability: insurance coverages must be provided in amounts set forth in Article 11.1.3.2 above.

§11.2.2.2 Automobile Liability: insurance coverage must be provided in amounts set forth in Article 11.1.3.3 above.

§11.2.2.3 Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

### §11.2.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

### §11.2.4 OTHER INSURANCE PROVISIONS

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

#### §11.2.4.1 General Liability and Automobile Liability Coverages

§11.2.4.1.1 The Owner, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers.

It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

§11.2.4.1.2 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, officials, employees, Boards and Commissions or volunteers.

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

**§11.2.4.2 Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees, Boards and Commissions, and volunteers for losses arising from work performed by the Contractor for the Owner.

**§11.2.4.3 All Coverages**

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

**§11.2.5 ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement may be waived, at the Owner's discretion, for the workers' compensation coverage.

**§ 11.3 PROPERTY INSURANCE**

*(Paragraphs deleted)*

**§11.3.1** The Contractor shall purchase and maintain property insurance upon the entire work included in the Contract for an amount equal to the greater of the full-completed value or the amount of the construction Contract including any amendments thereto. The Contractor's policy shall provide "ALL RISK" Builder's Risk insurance (extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) The "All Risk" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed 10% of the cost of those repair and/or replacements.

Flood coverage shall be provided by the Contractor on the first floor and below for projects **North** of the Interstate Corridor beginning at the Texas - Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to the Louisiana - Mississippi border. Flood sub-limit shall equal an amount no lower than ten percent (10%) of the total Contract cost per occurrence. 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, through the National Flood Insurance Program (NFIP). The Contractor will be liable for the \$5,000 deductible on the NFIP policy from the Notice to Proceed date through the Notice of Final Acceptance date of the project, or the date of Final Payment, whichever is later.

A specialty contractor shall purchase and maintain property insurance upon the system to be installed for an amount equal to the greater of the full-completed value or the amount of the Contract including any amendments thereto. The specialty contractor may provide an installation floater with the same coverage as the "ALL RISK" Builder's Risk insurance policy.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interests may appear. The Contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

Policies insuring projects involving additions, alterations or repairs to existing buildings or structures must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the State of Louisiana policy of self-insurance or any commercial property insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, policy of self-insurance, this company agrees 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, this company 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 of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

**§11.3.2** The Contractor shall be responsible for any damage or loss not covered under the builder's risk policy to any and all materials, supplies or equipment after delivery to the site by the Contractor or its suppliers, whether paid by the Owner or not, and whether prior to or after installation into the building structure (*i.e.*, loss due to theft or damage while handling).

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

**§ 11.4.1** The Contractor shall furnish and pay for a Performance Bond and a 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, each in an amount equal to 100% of the Contract amount. The Bonds shall be in favor of the State of Louisiana, Department of Education.

*(Paragraph deleted)*

**§11.4.1.1** In order to be qualified to underwrite a Performance Bond and a Payment Bond securing the Contract, the Surety must be currently listed 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. If the Surety is not listed on the Treasury List, and has less than an "A-" rating (as shown in the latest edition of A.M. Best's Key Rating Guide) the maximum Contract amount for which that Surety may provide a Bond is \$500,000, or fifteen percent of the Surety's policyholders' surplus (as shown by Surety's most recent financial statements filed with the Louisiana Department of Insurance), whichever is less. If the Surety is not listed on the Treasury List, and has at least an "A-" rating or better (as shown in the latest edition of A.M. Best's Key Rating Guide), the maximum Contract amount for which that Surety may provide a Bond is fifteen percent of the Surety's policyholders' surplus (as shown by Surety's most recent financial statements filed with the Louisiana Department of Insurance).

**§11.4.2** The Bidder shall deliver the required bonds to the Owner simultaneous with the execution of the Contract.

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§11.4.3 Bonds shall be in the form furnished by the State of Louisiana, Department of Education, entitled PERFORMANCE AND PAYMENT BOND, copies of which are included in the Bidding Documents.

§11.4.4 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.

§11.4.5 If at any time a Surety on any such Bond is declared bankrupt or loses its right to do business in the State in which the Work is to be performed or is removed from the U.S. Treasury List or otherwise fails to meet the requirements set forth in Section 11.4.1, the Contractor shall, within two (2) calendar days of becoming aware of same, notify the Owner of such event, and also shall, within five (5) calendar days of becoming aware of same, substitute an acceptable Bond in such form and sum and signed by a replacement Surety or sureties, which Surety/Sureties shall be satisfactory to the Owner. The premiums of such Bond shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new Surety or sureties shall have furnished an acceptable Bond to the Owner.

§11.4.6 Every Bond under this Paragraph must display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond.

§11.4.6.1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents, other than any change in Work which exceeds twenty (20%) percent of the Contract Sum. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the surety of such matters is hereby waived.

§11.4.6.2 Surety further agrees that in the event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default. Such notice of default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to Lender and the Owner.

§11.4.6.3 Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner as their interests may be given.

§11.4.6.4 Surety agrees that it is obligated under the bond for payment of any liquidated damages owned to the Owner by Contractor.

§11.4.7 The Surety shall be bound *in solido* with the Contractor. The executed bonds, together with the bonding agent's power of attorney, shall be furnished to the Owner along with executed Contract Documents and the number of copies reasonably required by him. The Contractor shall deliver the required bonds to the Owner no later than the date of execution of the Contract Documents.

§11.4.8 Additional performance and payment bonds may be required by the Owner, in the Owner's sole discretion from any Subcontractor whose Subcontract exceeds ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS. The Owner shall pay for any premiums charged for obtaining required Subcontractor bonds by executing a Change Order which shall increase the Contract Sum in an amount equal to such premiums. All such bonds shall be in form and substance satisfactory to the Owner in the Owner's sole judgment.

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

**§11.4.10 RECORDATION OF CONTRACT AND BOND[LA. R.S. 38:2241A(2)]**

The Contractor shall record, within thirty (30) days of Commencement of the Work, the Contract Between Owner and Contractor and the Performance and Payment Bonds with the Clerk of Court in the Parish in which the work is to be performed. The Contractor shall provide written evidence of such recordation to the Owner. Should the Contractor fail to do so, the Owner may do so at the Contractor's expense.

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**§11.4.11 RECORDATION OF CERTAIN CHANGE ORDERS [L.A.R.S. 38:2222]**

The Contractor SHALL record EACH change order to the Contract Between Owner and Contractor or to a contract for materials and supplies that meets the following criteria. The change order:

- (1) adds an amount of ten percent or more of the original contract amount, AND
- (2) the additional amount is at least ten thousand dollars.

Additionally, the Contractor SHALL record ALL change orders to the Contract Between Owner and Contractor or to a contract for material and supplies that meet the following criteria. ALL change orders which:

- (1) aggregate to an amount of twenty percent or more of the original contract amount, AND
- (2) the additional amount is at least ten thousand dollars.

If not previously recorded, the original Contract Between Owner and Contractor shall be recorded together with the change orders. The change order or orders shall be recorded in the office of the recorder of mortgages in the parish where the work is to be done or, if not a public work, in the office of the recorder of mortgages where the entity is domiciled. The change orders must be recorded not later than thirty (30) days after the date of the change order which requires that the recordation take place.

**§11.4.12 RECORDATION OF CERTAIN CHANGE ORDERS [L.A.R.S. 39:1557.1]**

The Contractor SHALL record EACH change order to the Contract Between Owner and Contractor governed by the Louisiana Procurement Code that meet the following criteria. The change order:

- (1) adds an amount of ten percent or more of the original contract amount, AND
- (2) the additional amount is at least ten thousand dollars.

Additionally, the Contractor SHALL record ALL change orders to the Contract Between Owner and Contractor or to a contract for materials and supplies that meet the following criteria. ALL change orders which:

- (1) aggregate to an amount of twenty percent or more of the original contract amount, AND
- (2) the additional amount is at least ten thousand dollars.

If not previously recorded, the original Contract Between Owner and Contractor shall be recorded together with the change orders. The change order or orders shall be recorded in the office of the recorder of mortgages in the parish where the work is to be done OR where the entity is domiciled. The change orders must be recorded not later than thirty (30) days after the date of the change order which requires that the recordation take place.

**ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

**§ 12.1 UNCOVERING OF WORK**

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

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

**§ 12.2 CORRECTION OF WORK**

**§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

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

**§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it, at the Contractor's sole expense, promptly after receipt of written notice from the Owner and/or Architect to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner or the

Architect shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner or the Architect fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor. This waiver only applies to the Owner's specific right to have the Contractor perform the work necessary to correct the nonconforming work. Any failure on the part of the Owner to notify the Contractor as provided herein shall not operate as a waiver of the Owner's right to claim monetary damages from the Contractor for the nonconforming Work, shall not operate as a waiver of the Contractor's liability for same, and shall not operate as a waiver of any warranties provided in the Contract Documents or by law relative to the nonconforming Work. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4. Reasonable time for purposes of this Section means that the Contractor must commence correction of the Work within ten (10) days of receipt of the written notice from the Owner or Architect to correct the Work, and Contractor must continue such correction with diligence and promptness until the Work is complete. Additionally, if the Contractor fails to correct nonconforming or defective Work, the Owner may hold the Contractor in default. If the Owner holds the Contractor in default, the Surety shall be notified. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future State contracts.

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

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

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

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

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

§12.2.6 The Owner shall have the right to operate nonconforming equipment until defects are corrected and warranties met, and shall have right to operate rejected equipment until it is replaced, without charge for depreciation, use or wear.

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

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

### § 13.2 SUCCESSORS AND ASSIGNS

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

*(Paragraph deleted)*

### § 13.3 WRITTEN NOTICE

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

### § 13.4 RIGHTS AND REMEDIES

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

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

§13.4.3 The Agreement, the Contract Documents and any and all claims or causes of action arising out of or related to the Project and/or the Contract Documents shall be governed by the laws of the State of Louisiana, without regard to its conflicts of laws principles.

§13.4.4 The Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole and exclusive jurisdiction and venue over any action arising out of or related to the Agreement, the Project, and/or the Contract Documents, with no right to a trial by jury, and with specific and informed waiver of any right to a trial by jury. In the event of diversity for purposes of federal court jurisdiction or any other cause of action that may allow for federal court jurisdiction or venue, the Contractor, its Surety, its Sub-contractors and suppliers all specifically waive the right to file, transfer or try in federal court any claim or cause of action arising out of or related to this Contract, the Project, and/or the Contract Documents, in favor of the sole and exclusive jurisdiction and venue in the Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

### § 13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

§13.5.7 The Contractor shall reimburse the Owner for services provided by the Architect in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

#### § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear no interest.

#### § 13.7 TIME LIMITS ON CLAIMS

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

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 TERMINATION BY THE CONTRACTOR

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

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

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed, including reasonable overhead and profit on that portion of the Work properly executed, installed, performed or completed. The Contractor shall not be entitled to recover profit or overhead for any portion of the Work of the Contract that has not been executed, installed, performed or completed. The Contractor shall not be entitled to recover consequential damages or attorneys fees.

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

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

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

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- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents; or
- .5 fails to complete the Punch List within the time specified in Section 9.8.6.

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

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

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

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

§ 14.2.5 Termination by the Owner under this Article will not relieve the Contractor and/or Surety of its obligations under the liquidated damages provisions of the Contract Documents, and the Contractor and/or Surety shall be liable to the Owner for liquidated damages as provided in the Contract Documents.

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

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. The Contractor shall not be entitled to recover consequential damages or attorneys fees. No adjustment shall be made to the extent

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

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

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

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

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

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

#### § 14.5 SUSPENSION BY OWNER FOR CAUSE

If, after consultation with the Architect, the Owner believes suspension of the Work is warranted by reason of unforeseen conditions which may adversely affect the quality of the Work if such Work were continued, or for other good cause, the Owner may suspend the work by written notice to the Contractor. In such event, the Contract Time shall be adjusted accordingly, and the Contract Sum may be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension. The Contractor shall not be entitled to recover consequential damages or attorneys fees.

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 CLAIMS

##### § 15.1.1 DEFINITION

A Claim is a written demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be initiated by written notice. Verbal communications shall not constitute claims.

##### § 15.1.2 NOTICE OF CLAIMS

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

§ 15.1.2.2 In the case of claims arising out of Concealed or Unknown Conditions which have been referred to the Architect for investigation and written recommendation or determination, as set forth in Section 3.7.4, including differing site conditions, the Claim under this Article 15 must be initiated within 21 days of the date of the Architect's written recommendation or determination regarding such Concealed or Unknown Condition.

§ 15.1.2.3 A general "Reservation of Rights" and similar stipulations without specific identification of the underlying related Claim shall not be recognized under this Contract as a Claim, and shall have no effect.

##### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

##### § 15.1.4 CLAIMS FOR ADDITIONAL COST

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

##### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. A Claim for an increase in the Contract Time will only be considered for critical path activities, as identified on the approved baseline schedule required by Section 3.10.2.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented

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by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. An increase in the Contract Time due to weather shall not be cause for an increase in the Contract Sum.

§ 15.1.5.3 The Contract Time already considers the following reasonably anticipated days of adverse weather, on a monthly basis. These days are presented below on monthly basis for informational purposes only. Said monthly presentation does not give the Contractor the right to assert Claims for additional time due to weather delays on a monthly basis.

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

§ 15.1.5.4 The Contractor shall report to the Owner total adverse weather days incurred each month.

§ 15.1.5.5 The time stipulated for Substantial Completion of the Work includes the anticipated delays due to normal adverse weather conditions for the months encompassed in the Project duration which are stated in Section 15.1.5.3 above. The Contractor shall not be allowed to make a Claim for additional Time due to weather delays until and unless such weather delays exceed the TOTAL reasonably anticipated adverse weather delays, for the entire contract duration, stated in Section 15.1.5.3 above. Contractor's request will be considered only for the days over the reasonably anticipated days of adverse weather stated above. In order to make a Claim for additional Time to do adverse weather, the Contractor shall:

§ 15.1.5.5.1 Document, in writing, that the cumulative total of actual adverse weather delays exceed the TOTAL reasonably anticipated adverse weather delays stated in Section 15.1.5.3 above.

§ 15.1.5.5.2 Document, in writing, that the weather on each particular day of claimed adverse weather was of such nature (rain, wind, snow, ice, and subsequent resultant effects) that it significantly impacted Contractor's ability to make progress on critical path work items. Adverse weather delay days will not be granted for weekends or holidays unless Contractor can demonstrate that it had been and intended to work on these days.

§ 15.1.5.5.3 The Contractor's first Claim for additional Time due to adverse weather may not be submitted until after the cumulative total of actual adverse weather days exceed the allowable days as stated in Section 15.1.5.3 above. That claim must be submitted within 7 days of the end of the month in which that cumulative total is first exceeded. Thereafter, Contractor shall submit any Claims for additional time due to adverse weather on a monthly basis, within 7 days of the end of the month.

§ 15.1.5.5.4 Summarize the number of adverse weather delay days claimed for the entire month with each month's Application for Payment.

#### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

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

#### § 15.2 INITIAL DECISION

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

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

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

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

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

§ 15.2.6 If the parties mutually agree in writing to participate in mediation as a form of dispute resolution prior to instituting litigation, either party may file for mediation of an initial decision, after said mutual agreement. The party seeking mediation of an initial decision must file for mediation in writing within 60 days of the initial decision. Failure to do so results in waiver of that party's right to mediate the initial decision, but such initial decision may still be subject to litigation.

*(Paragraph deleted)*

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

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines, and may do so prior to the time the Initial Decision Maker renders an initial decision. .

### § 15.3 MEDIATION

§ 15.3.1 If the parties mutually agree in writing to mediation as an acceptable form of dispute resolution, claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.5 and 15.1.6, may be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties may resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

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

*(Paragraphs deleted)*

#### ARTICLE 16 EQUAL OPPORTUNITY

§ 16.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex or national origin. The Contractor shall take steps to insure that applicants are employed, and that employees are treated during employment, without regard to their race, age, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

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

*(Paragraph deleted)*

# **Additions and Deletions Report for** **AIA<sup>®</sup> Document A201<sup>™</sup> – 2007**

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## **PAGE 1**

### RSD Templates

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## **PAGE 2**

~~(Topics and numbers in bold are section headings.)~~(Numbers and Topics in Bold are Section Headings)

...

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, ~~13.7,~~13.7.1, 14.1, 15.2

...

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, ~~9.7,~~9.7.1, 9.10, 11.1.3

...

2.4.1, 3.12.7, 4.1, 4.2, 5.2, ~~6.3,~~6.3.1, 7.1.2, 7.3.7, 7.4, ~~9.2,~~9.2.1, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

...

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, ~~7.4,~~7.4.1, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

...

2.4.1, 3.1.3, ~~3.5,~~3.5.1, 3.10.2, 4.2.7

...

~~3.5,~~3.5.1, 4.2.6, 12.1.2, 12.2.1

...

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, ~~6.3, 6.3.1~~, 7.3.7, 7.3.9, 8.1.3, 8.3.1, ~~9.2, 9.2.1~~, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3

...

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, ~~3.5, 3.5.1~~, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

...

~~9.7, 9.7.1~~, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

### PAGE 3

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, ~~9.7, 9.7.1~~, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

...

2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1, 9.3.1.1, 11.3.9

...

3.2.4, 6.1.1, ~~6.3, 6.3.1~~, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

...

### Contract Documents, The

#### 1.1.1

Contract Documents, Copies Furnished and Use of

### PAGE 4

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, ~~9.7, 9.7.1~~, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5

...

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, ~~14.2.1, 14.2.1.1~~

...

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, ~~3.5, 3.5.1~~, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

...

3.2.1, 3.2.2, ~~3.5, 3.5.1~~, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

...

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, ~~9.2, 9.2.1~~, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

...

2.3.1, 2.4.1, ~~3.5, 3.5.1~~, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

### Defective Work, Definition of

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### 3.5.1

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1.1, 2.1.1, 3.1.1, ~~3.5~~, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

...

~~3.2~~, ~~3.2.~~, 3.7.4, 5.2.3, 7.2.1, 7.3.1, ~~7.4~~, ~~7.4.1~~, **8.3**, 9.5.1, ~~9.7~~, ~~9.7.1~~, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

### PAGE 5

~~6.3~~, ~~6.3.1~~, 7.3.9, 15.1, 15.2

...

1.1.3, 1.1.6, 3.4, ~~3.5~~, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

...

1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, ~~3.5~~, 3.5.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3

...

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, ~~7.4~~, ~~9.5.1~~, ~~9.7~~, ~~7.4.1~~, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5

...

~~3.17~~, ~~3.17.1~~, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7

...

2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, ~~11.2~~, ~~11.2.1~~, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

...

~~9.3~~, ~~29.3.2~~, 11.4.1.4

...

~~9.9~~, ~~19.9.1~~, 11.4.1.5

Insurance Companies. Settlement with  
11.4.10

### PAGE 6

1.1.3, 1.1.6, **3.4**, ~~3.5~~, ~~3.5.1~~, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

...

2.3.1, 3.2.2, ~~3.5~~, ~~3.12.10~~, ~~3.17~~, ~~3.5.1~~, 3.12.10, 3.17.1, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, ~~11.2~~, ~~11.2.1~~, 11.3.7, 12.2.5, 13.4.2

...

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, ~~9.2, 9.2.1~~, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, ~~9.7, 9.7.1~~, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15

...

1.1.3, 1.1.6, 1.5.1, 3.4.1, ~~3.5, 3.5.1~~, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

...

1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, ~~9.7, 9.7.1~~, 10.3.2, 11.3.1

...

2.3.1, 2.4.1, ~~3.5, 3.5.1~~, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1

...

2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, ~~9.7, 9.7.1~~, 9.10, 10.2.2, 11.1.3, ~~11.4.6~~, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

...

2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, ~~9.7, 9.7.1~~, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14, 15.2.8, 15.4.1

...

3.7.4, ~~4.5~~, 10.2.8, 15.1.2, 15.4

...

2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, ~~11.2, 11.2.1~~, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

...

1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, ~~6.3, 6.3.1~~, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7

...

## 11.2

### Owner's Loss of Use Insurance

#### 11.3.3

#### PAGE 7

1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11.1, ~~3.17, 3.17.1~~, 4.2.12, 5.3.1

...

4.2.5, 7.3.9, ~~9.2, 9.2.1~~, 9.3, 9.4, 9.5, 9.6.3, ~~9.7, 9.7.1~~, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

...

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, ~~9.7, 9.7.1~~, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4

...

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

...

7.3.7.4, 9.6.7, 9.10.3, 11.4.9, 11.4

...

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8, 14.2.1.2

...

7.3.7.4, 9.6.7, 9.10.3, 11.4.9, 11.4

...

#### **Project, Definition of the**

...

~~3.5~~, 3.5.1, 4.2.6, 12.2.1

...

3.2.1, ~~3.5~~, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1

...

1.1.2, 2.3, 2.4, ~~3.5~~, 3.5.1, 3.7.4, 3.15.2, 4.2.6, 4.5, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4

#### **PAGE 8**

1.4.1.2, 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

...

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

...

#### **Specifications, Definition of the**

...

#### **~~Specifications~~ Specifications, The**

...

6.2.1, 9.3.2, 10.2.1.2, ~~10.2.4~~ 10.2.4, 11.4.1.4

...

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 11.4.7, 11.4.8, 14.1, 14.2.1

...

6.1.1, 11.4.5, 11.3.7

...

3.4.2, ~~3.5~~, 3.5.1, 7.3.8

...

5.4.1.1, 11.4.9, 14

#### PAGE 9

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, ~~7.4~~, 7.4.1, **8.3**, 9.5.1, ~~9.7~~, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

...

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 4.4, 4.5, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4

...

9.10.5, 11.4.7, 13.4.2, 15.1.6

...

9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

...

6.1.1, 11.4.5, 11.3.7

...

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, ~~13.7~~13.7.1

...

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

...

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

#### PAGE 10

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

~~Documents do not include the~~ The Contract Documents shall include the Bidding Documents, as listed in the Instructions to Bidders, including, without limitation, the advertisement or invitation to bid, Instructions to Bidders, sample forms, all sample forms included in the Project Manual,, all completed forms submitted by the Contractor as required by the Instructions to Bidders, the Contractor's Bid Package/Proposal, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of and Addenda relating to bidding requirements.

...

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Contractor and the Owner's representative; (3) between the Owner and a Subcontractor or a Sub-subcontractor, (3)-(4) between the Owner and the Architect or the Architect's consultants or (4)-(5) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

...

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2. Unless explicitly stated otherwise in Section 6.1 of the Agreement, the Architect will serve as the Initial Decision Maker.

#### § 1.1.9 PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the Bidding Documents, the bidding requirements, the Advertisement for Bids, the Instructions to Bidders, sample forms, the Agreement, the Conditions of the Contract and Specifications. The Project Manual may exist in electronic format only, or in paper format, or both.

#### § 1.1.10 DAYS

All references to days in the Contract Documents shall mean calendar days, and not business days.

### PAGE 11

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

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

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

§ 1.2.2 In the event of any conflict among the Contract Documents, the provisions with the more stringent requirements requiring the better quality or greater quantity of the Work shall be estimated upon and provided. If application of the preceding sentence is not sufficient to resolve the conflict, then the following sentence shall also be applied: the more specific and more detailed descriptive information shall take precedence over the general and less detailed descriptive information. Any work, labor, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce a functionally complete Project or Work or part thereof shall be supplied by the Contractor whether or not specifically stated in the Contract Documents. In the case of uncertainty or doubt, the Contractor shall promptly request, in writing, clarification from the Architect. The Contractor shall request

such clarification in sufficient time to avoid delays and additional costs, in accordance with the provisions of Section 4.2.11

§ 1.2.3 Any references in the Contract Documents to standard specifications, manuals, or codes of any technical society, organization, or association or to the laws, statutes or regulations of any governmental body, whether such reference is specific or by implication, shall mean those in effect on the date and time of the opening of the bids, or, in the absence of bids, those in effect on the date the Agreement is executed.

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

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

PAGE 12

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or ~~authorization~~, authorization, except adjustments in the Contract Sum or Contract Time. Adjustments in the Contract Sum and/or adjustments in the Contract Time shall require the express written approval of the Director of Capital Improvements, Recovery School District, Louisiana Department of Education. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. All communications and notices required in the Contract Documents to be given to the Owner, whether written or oral, shall also be given, at the same time and in the same manner, to the Owner's representative.

...

~~§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

§ 2.2.3 The Owner shall ~~may, but is not required to,~~ furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. ~~The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance.~~ Any such surveys provided by the Owner are for reference only, and the Owner shall not be liable for the accuracy of any of the information contained therein. The Contractor is responsible for and shall obtain, in advance of performing any Work, its own surveys, and shall obtain and use in the performance of the Work any and all surveys that are necessary for the safe and accurate completion of the Work.

...

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

...

If the Contractor fails to correct ~~Work-Work, or any portion thereof,~~ that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out ~~Work-Work, or any portion thereof,~~ in accordance with the Contract Documents, or fails or refuses to provide a sufficient amount of properly skilled, supervised and coordinated labor, materials, or equipment so as to complete the Work, or any portion thereof, within the Contract Time, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. ~~entity.~~ Stoppage of the Work, or any portion thereof, by the Owner pursuant to this Section shall not give rise to a claim by the Contractor for delay or for any extension of the Contract Time.

PAGE 13

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

## 2.5 OWNER'S RIGHT TO AUDIT AND REQUIRE RECORD RETENTION

2.5.1 The Contractor shall keep full and accurate records of all costs incurred and items invoiced in connection with the Work, and shall keep and maintain all records related to this Project, for a period of five (5) years after Final Payment, or five (5) years after Grant close-out, as described further in Section 3.23.2 below, whichever is longer. Such records shall be open to audit by the Owner or its authorized representatives, and the Legislative Auditor for the State of Louisiana during the performance of the Work and during the referenced five (5) year period.

2.5.2 For Projects that are funded in full or in part with Federal or State funds, the Contractor shall maintain all records associated with said Project for five (5) calendar years after the Federal or State Grants associated with said Project have been closed by the respective Grantor agency. Due to the possibility of multiple funding streams for a single Project, the Contractor may be subject to multiple Grant close-out periods. The Grantor agency will notify the Owner when close-out is complete. The Owner will then notify the Contractor when close-out is complete and when the five (5) year retention period or periods commence.

...

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located, licensed and authorized to do business in the State and Parish where the Project is located. The requirements to be licensed and authorized to do business in the State and Parish where the Project is located shall apply to every General Contractor doing business with the Owner, regardless of the size of the Project/Contract Sum. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

...

§ 3.1.3 The Contractor shall not be relieved of any of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, by activities of the Owner, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. Quality control (i.e. ensuring compliance with the Contract Documents) is the responsibility of the Contractor. Any testing, observations and/or inspections that the Owner may, at its option, choose to perform for

quality assurance (i.e. to ascertain compliance with the Contract Documents) or other purposes are solely for the benefit of the Owner, and do not relieve the Contractor of any of its obligations.

...

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

§ 3.2.2 ~~Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided.~~ The Contractor is solely responsible for providing a safe place for the performance of the Work. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or for any improvements located on the site. Contractor shall comply with the provisions of the Louisiana Underground Utilities and Facilities Damage Prevention Law, La. R.S. § 40:1749.11 et seq., prior to performing any portion of the Work which may require excavation, including but not limited to pile driving, digging, auguring, boring, backfilling, dredging, compressing, plowing-in, trenching, ditching, tunneling, land leveling, grading and or mechanical probing. Damage to underground utilities caused by Contractor or anyone performing work for or on behalf of Contractor shall be repaired at Contractor's sole cost and expense. Such damage must be reported immediately to the Architect and the Owner. These requirements regarding utilities shall apply in all cases, regardless of whether or not utilities are shown in the Contract Documents.

§ 3.2.3 ~~The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but~~ Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. If a dimensional discrepancy exists, Contractor shall take field measurements required for proper fabrication and installation of Work. Upon commencement of any item of Work, Contractor shall be responsible for dimensions related to such item of Work and shall make any corrections necessary to make Work properly fit at no additional cost to Owner. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any nonconformity and Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

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

§ 3.2.6 Contractor shall carefully study and compare Contract Documents with existing conditions at Project site and shall at once report in writing to Architect and Owner any error, inconsistency, or omission that may be discovered, or any materials, systems, procedures, or methods of construction, either shown on the Drawings or specified, which is suspected may be incorrect, inadequate, obsolete, or unsuitable for purpose intended, or which would not be able to receive the specified warranty. Contractor shall not proceed with any Work in such areas until written instructions are received from the Architect.

§ 3.2.7 Failure to report a conflict or discrepancy in the Contract Documents shall result in the Contractor being responsible and liable to the Owner for the additional costs and damages that would have been avoided had Contractor reported the conflict or discrepancy.

PAGE 15

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. In the event the Owner and/or Architect notify the Contractor of any such acts or omissions, Contractor shall immediately cure such acts or omissions, and the results thereof. Notwithstanding the foregoing, the Owner shall have no duty to discover said acts or omissions.

...

§ 3.3.4 Before ordering any material or performing any work, Contractor shall verify dimensions and check conditions in order to ensure that they properly reflect those on the Drawings. Any inconsistency shall be brought to attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions, of which Architect was not notified beforehand, costs to correct such discrepancies shall be borne by the Contractor.

§ 3.3.5 Contractor shall establish the building grades, lines, levels, column, wall and partition lines required by the various subcontractors in laying out their work in accordance with the Contract Documents.

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

§ 3.3.7 On trench excavations in excess of five feet in depth, Contractor shall bear sole responsibility for design and execution of acceptable trenching and shoring procedures in accordance with State regulations and OSHA 1926.652-.653. Contractor shall engage the services of a qualified engineer, licensed to practice in the state where the Project is located, to prepare detailed plans and specifications directing Contractor in safe execution of trenching and shoring.

...

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. Failure to schedule the ordering of any item shall not constitute a valid reason to support a request for substitution.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Any such persons shall be immediately removed from the Project site, and not allowed to work thereon. For a Project site that includes a school in session with children present in or adjacent to the Project, the Contractor shall take any and all reasonable and lawful measures to ensure that its employees and its Subcontractors and their employees have not been convicted or pled nolo contendere to any crime listed in La. R.S. 15:587 or any other crime involving moral turpitude. All of Contractor's employees, subcontractors and all other persons carrying out any Work required by the Contract Documents shall wear appropriate identification tags of standard size on their clothing at all times when on the Project site. Said identification tags shall include, at a minimum, the person's name, employer and that employer's role on the Project (i.e., Contractor, Subcontractor, etc.).

PAGE 16

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

...

~~The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~ § 3.6.1 Unless exempt therefrom, as provided in the Contract Documents, the Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.2 The Contractor is informed that La. R.S. 47:301(8)(c) exempts the State of Louisiana, cities, parishes and other political subdivisions and their agencies, boards and commissions from state and local sales and use taxes. The Contractor is hereby made aware that materials and equipment which are affixed to and made a part of the Project such that they become immovable property and permanently incorporated into the Project or Work may qualify for the exemption. The Contractor shall execute any documentation required to effectuate this exemption. The Contractor is still responsible for payment of all taxes on nonexempt items necessary in the construction of the Project.

§ 3.6.3 In accordance with La. R. S. 47:301(8)(c), the Contractor shall not pay any State or local sales taxes or State or local use taxes on materials and equipment which are affixed to and made a part of the real estate of the Project or Work (hereinafter referred to as "exempt items").

§ 3.6.4 All purchases of "exempt items" for the Project shall be made by the Contractor on behalf of and for the State of Louisiana, Department of Education, Recovery School District.

§ 3.6.5 The Contractor and all Subcontractors shall record all purchases of materials and equipment to be permanently installed or permanently incorporated into the Work. Preparing, maintaining and preserving these records shall be in accordance with applicable State laws and local ordinances and resolutions except that the records shall be preserved for not less than three (3) years from date of Final Payment. In addition to making the records available to the

Louisiana Department of Revenue and Taxation and/or local taxing authorities, copies of the records shall also be made available to the Owner upon request.

§ 3.6.6 The Contractor and all Subcontractors shall pay all other taxes which are required to be paid on materials, equipment and services supplied or purchased by the Contractor or Subcontractors for use on the Project.

§ 3.6.7 A separate contract (Sales Tax Exemption Contract, in the form included with the Bidding Documents) shall be executed between the Owner and the Contractor on this Project, which will certify that the Contractor is an Agent of the Owner and therefore not subject to state and local sales or use taxes for the purchase of exempt items for the Project. After the Sales Tax Exemption Contract is executed, the Owner will furnish the Contractor a Louisiana Department of Revenue Form R-1020 entitled "Designation of Construction Contractor as Agent of Governmental Entity and Exemption Certificate" for use by the Contractor, Subcontractors, and Material Suppliers for the Project which is required by the State of Louisiana Department of Revenue and Taxation, Sales Tax Division.

**§ 3.7**

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

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

**PAGE 17**

**§ 3.7.4 Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~21~~ **three (3)** days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend in writing an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

...

Allowances shall not be made on any of the Work.

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

~~§ 3.8.2 Unless otherwise provided in the Contract Documents,~~

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

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

...

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

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

...

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's ~~information review and approval~~, a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall include with the schedule 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 duration, unless action is taken. A revised schedule shall be submitted with each Application and Certificate for Payment. The revised schedules shall show a comparison to the original baseline schedule. No payments will be made before these schedules are received.

#### PAGE 18

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. : If the Work is not on schedule, as determined by the Architect and/or the Owner, 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 Article 14.2

§ 3.10.4 Submittal by the Contractor of a schedule or other documentation showing a completion date for the 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.

#### PAGE 19

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect. Should the Contractor, subcontractor or sub-subcontractor install, construct, erect or perform any portion of the Work without approval of any required submittal, the Contractor shall bear the responsibility for any costs and/or delays caused thereby, including but not limited to removal, replacement and/or correction of any and all items, materials and/or labor.

...

~~The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.~~ § 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor fully inspected the site prior to Contract award and accepts the areas for parking, storage and lay-down of

materials and access to the site and understands and agrees that, unless otherwise provided in the Contract Documents, the Owner will not alter or interrupt any other operations at the Project site to accommodate the Work required by the Contract Documents.

§ 3.13.2 The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage or unexplained disappearance of property of the Owner located in the areas of the Project to which the Contractor has access. The Contractor shall provide for security of the Owner's property located in the areas of the Project to which the Contractor has access to prevent any such loss, damage or injury.

§ 3.13.3 The Contractor, its subcontractor, any sub-subcontractors and each of their representatives shall not erect any signs on the Project site without the prior written approval of the Owner.

§ 3.13.4 The Contractor, its subcontractor, any sub-subcontractors and each of their representatives shall not permit any workers to use any existing facilities (lavatories, toilets, entrances or similar items) at the Project site other than those designated in the Contract Documents, without the prior written approval of the Owner.

PAGE 20

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project. The Contractor shall not remove, injure, cut, alter or destroy trees, shrubs, plants or grass, unless otherwise provided elsewhere in the Contract Documents. For all areas affected by the Work, the Contractor is responsible for grounds up-keep, lawn mowing, weed control, grounds cleaning, and associated care and maintenance at least once every other week.

...

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

...

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

...

### § 3.19 LOG OF CHANGES

The Contractor shall maintain a current log of all Requests for Information, Change Orders and Construction Change Directives at the site of the Project and shall provide the Owner and the Architect access to the same as requested. The Contractor shall also submit a copy of said logs to the Owner and the Architect on a monthly basis, not later than the tenth (10<sup>th</sup>) day of the following month.

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

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

### **§ 3.21 LIENS**

#### **§ 3.21.1**

The term "lien" as used in this Section 3.21 and in Article 9 of these General Conditions, and in Article 5 of the Agreement Between Owner and Contractor, AIA A101, refers to "claims" as provided in La. R.S. 38:2242, which authorizes "claimants" who perform work, labor, or provide materials or supplies for a public work to file "claims" with the governing authority. The term "lien" is used in the referenced sections instead of the word "claim" solely to avoid confusion with the "Claims" that may be filed by the Contractor and/or Owner pursuant to the Contract Documents, as provided in Article 15 of these General Conditions.

#### **§ 3.21.2**

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

#### **§ 3.21.3**

In the event such Lien is not discharged, the Contractor at its sole cost and expense, including attorneys fees, shall hold harmless and defend the Owner of and from any and all claims, lawsuits, causes of actions and demands of any person or entity asserting or claiming any right as a result of any Lien or claim, recorded or unrecorded, against the Contract Funds or the Owner's property. In the event such Lien is not discharged, the Contractor shall be deemed in default and the Owner shall have the right to terminate the Contract for said default. The Owner shall also have the right, but not the obligation, to bond said Lien (s), and Contractor shall be responsible for all costs incurred as a result thereof, including but not limited to, bond premiums and attorney fees.

#### **§ 3.21.4**

Prior to the receipt of any partial payment, or of Final Payment, Contractor shall provide the Owner a partial release or a final release, as appropriate, of all Liens and claims of any persons furnishing labor and/or materials to the Work. Contractor shall not receive Final Payment before providing to the Owner satisfactory evidence that there are no other Liens or claims whatsoever outstanding against the Work or Contract.

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

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

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

**§ 3.22.3** The Contractor shall not allow traffic or operations to encumber school vehicle or pedestrian traffic during school hours, to include before school and after school programs.

§ 3.22.4 Any Work that the Contractor must perform after the opening of the school and/or while school is in session, caused by the failure of the Contractor to achieve timely Substantial Completion and/or timely Final Completion shall not interfere with the normal operations of the school. Contractor shall perform said Work at no additional expense to the Owner, and shall schedule said Work to occur outside of normal operating hours for the school, including performing said Work on nights and weekends, as may be required to complete the Project. This section shall not be construed to prohibit Contractor operations during normal school operating hours, but such operations may only be performed if, and only if, prior arrangements have been made and documented in writing between the Contractor and the Owner.

### **§ 3.23 ADDITIONAL RECORD REQUIREMENTS**

#### **§ 3.23.1 Owner's and State's Right to Audit; Related Record Retention**

The Contractor shall keep full and accurate records of all costs incurred and items invoiced in connection with the Work, and shall keep and maintain all records related to this Project, for a period of five (5) years after Final Payment, or five (5) years after Grant close-out, as described further in Section 3.23.2 below, whichever is longer. Such records shall be open to audit by the Owner or its authorized representatives, and the Legislative Auditor for the State of Louisiana during the performance of the Work and during the referenced five (5) year period.

#### **§ 3.23.2 Required Record Retention for Federal and State Funded Projects**

For Projects that are funded in full or in part with Federal or State funds, the Contractor shall keep and maintain all records associated with said Project for a period of five (5) calendar years after the Federal or State Grants associated with said Project have been closed by the respective Grantor agency. Due to the possibility of multiple funding streams for a single Project, the Contractor may be subject to multiple Grant close-out periods. The Grantor agency will notify the Owner when close-out is complete. The Owner will then notify the Contractor when close-out is complete and when the five (5) year retention period or periods commence.

#### **§ 3.23.3 Certified Payrolls**

§ 3.23.3.1 The Contractor and all Subcontractors shall prepare and submit Certified Payrolls to the Owner and the Architect on a weekly basis. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock No. 029-005-00014-1) is available for this purpose and may be used. The General Contractor shall be responsible for the submission of copies of payrolls by all Subcontractors.

§ 3.23.3.2 Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract or Subcontract, and shall certify the following items.

.1 That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete;

.2 That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract or Subcontract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

.3 That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract or Subcontract.

§ 3.23.3.3 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

§ 3.23.3.4 The falsification of any of the above certifications may subject the Contractor and/or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

§ 3.23.3.5 All payroll and basic records related thereto regarding the Project shall be maintained by the Contractor and all Subcontractors for a period of five (5) calendar years after Final Payment, or five (5) years after Grant close-out, as described further in Section 3.23.2 above, whichever is longer. Such records shall contain for each worker, at a minimum, name, address, social security number, correct classification, hourly rate of wages paid (including rates for fringe benefits), daily and weekly hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor and/or Subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors and/or Subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of the apprenticeship and programs and certification of trainee programs, the registration of apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

§ 3.23.3.6 The Contractor and/or Subcontractor shall make the records required under Section 3.23.3.5 available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, Subcontractor, sponsor, applicant or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **§ 3.24 CDBG Compliance Provisions**

Contractor and all Subcontractors shall comply with all of the requirements set forth in the CDBG Compliance Provisions for Construction Contracts, a copy of which is included in the Project Manual.

PAGE 23

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

...

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

...

~~§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment, that both Final Completion on the Project is achieved and the Owner makes Final Payment to the Contractor. The Architect shall remain an Owner's representative with the Owner's concurrence as needed from time to time during the one year period for correction of the Work described in Article 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.~~

~~§ 4.2.2 The Architect-Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of~~

the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

PAGE 24

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

§ 4.2.5 Based on the Architect's evaluations of the Work as provided in Sections 4.2.2 and 4.2.3, and of Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

...

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

PAGE 25

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents. There will be no restriction on the Owner having a representative, or on the Owner's choice or selection of the Owner's representative.

...

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

...

§ 5.1.2 All Subcontractors and Sub-subcontractors as defined in sections 5.1.1 and 5.1.2 above shall be lawfully licensed as required by Louisiana state and local laws.

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of~~ 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 principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection of the principal portions of the work. No Contractor payments shall be made until this information is received.

§ 5.2.2 ~~The Contractor shall be responsible for the selection of all subcontractors, suppliers, manufacturers and other labor or material suppliers, and shall make such selections in light of the requirements of the Drawings, Specifications and other Contract Documents. However, the Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection, which the Owner has made timely objection. The Contractor shall be solely responsible for the performance of all such parties. 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 such parties, or due to replacement of same.~~

§ 5.2.3 ~~If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required. The Contractor shall notify the Owner and Architect when a subcontractor is to be changed and substituted with another subcontractor. Such notification shall be provided to the Owner and Architect at least five (5) calendar days prior to the proposed substitution.~~

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

PAGE 26

#### § 5.4 ~~CONTINGENT ASSIGNMENT OF SUBCONTRACTS~~OPTIONAL ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 ~~Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that~~ assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and In the event the Owner terminates the Contract with the Contractor for cause pursuant to Section 14.2, the Owner may, at its sole discretion, and with no obligation to do so, accept an assignment from the Contractor of one or more then-existing subcontract agreements for a portion of the Work.

- .1 Such assignment shall only become effective by a written Agreement signed by the Owner.
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

~~When the Owner accepts the~~ Such assignment shall be under the terms and conditions expressly accepted by the Owner in a signed writing, and no other terms and conditions shall be imposed by implication.

3 Before accepting any assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. will consider the prior rights of the surety, if any, and Contractor's unpaid obligations to the subcontractor, if any, and may choose, at the Owner's sole discretion, to reject or refuse an assignment in light of same.

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

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

...

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised. Contractor shall do all cutting, fitting and patching of the Work required to make its several parts come together properly in a manner that will not endanger any work of the Owner or others.

~~§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12. The Owner may furnish materials or equipment to the Project site to be incorporated into the Work. For any Owner furnished equipment or materials to be incorporated into the Work, the Contractor shall perform such tasks as are necessary to coordinate and install the Owner furnished materials and/or equipment to make the Work functionally complete. If the Contractor contends that such Owner furnished materials or equipment constitutes an extra to the Work outside the requirements of the Contract Documents, the Contractor shall make such Claim as provided in Article 15.~~

PAGE 27

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

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

...

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

...

§ 7.1.4 The Contractor shall submit the following at the Pre-Construction Conference, prior to the commencement of any Work. Any Subcontractor desiring to submit a Change Order shall submit the following information to the Owner and Architect no later than fourteen (14) days prior to the submission of that Subcontractor's first Change Order.

- .1 Fixed job site overhead cost itemized with documentation to support daily rates.
- .2 Bond Premiums with supporting information from the General Contractor's carrier.
- .3 Insurance Rates with supporting information from the General Contractor's carrier.
- .4 Labor Burden by trade for Subcontractors and General Contractor.
- .5 Internal Rate Charges for all significant company owned equipment.

§ 7.1.5 No order, oral statement, or direction of Architect or Owner shall be treated as a Change Order nor shall it entitle Contractor to an adjustment to the Contract Sum or the Contract Time. Requests for Information (RFI) are not changes to the Contract Documents and do not change the Contract Sum or Contract Time.

§ 7.1.6 Unit prices shall be inclusive of all costs including mark-up for overhead and profit and shall be applied to units of measure as defined in the Contract Documents for each category of Work.

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following: signed by the Owner, the Architect and the Contractor, 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. A Change Order affecting the Contract Sum shall be based on the Cost of the Work, as set forth in section 7.2.2, and Overhead and Profit, as set forth in section 7.2.3, subject to approval of the Architect and the Owner.

§ 7.2.2 "Cost of the Work" for the purpose of Change Orders shall be costs actually required to be incurred in performance of the work and paid by the Contractor and Subcontractors. Such costs shall consist only of the following:

- .1 Wages paid for direct labor personnel, delineating a labor burden markup for applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes.
- .2 Costs of direct materials and supplies, including the identification of each item and its cost.
- .3 Costs of necessary machinery and equipment required by the Change Order, including the identification of each and the allocation of its cost, and the bases therefore, to the change in the Work
- .4 Other direct costs, properly documented.
- .5 Costs of premiums for bonds and insurance directly related to the change in Work.

§ 7.2.3 "Overhead and Profit" The Contractor and Subcontractor shall be due job-site and home office fixed overhead and profit on the Cost of the Work, but such overhead and profit shall not exceed a combined total of 10% of the direct cost of any portion of work. Additionally, when all or substantially all (as defined in the next sentence) of the Work reflected on a Change Order is to be performed by one or more Subcontractor, the General Contractor shall not be entitled to charge Overhead and Profit on the Subcontractor's Overhead and Profit. For purposes of this Section, "substantially all" shall mean 95% of the value of the Work reflected on the Change Order, excluding the General Contractor's fixed job site overhead costs, bond premium costs and insurance costs.

§ 7.2.4 The cost or credit to the Owner resulting from a change in the Work shall be prepared and presented to the Architect and the Owner in a Change Order, for their review and approval, as the sum of the "Cost of the Work" (as defined in section 7.2.2) and "Overhead and Profit" (as defined in section 7.2.3). Where a change results in both credits to the Owner and extra cost to the Contractor for related items, overhead and profit will only be computed on the net extra cost to the Contractor. The amount of the Change Order so computed shall not be binding nor final until approved in writing by both the Architect and the Owner.

§ 7.2.5 Before a Change Order is prepared, the Contractor shall provide and deliver to the Architect and Owner the following information concerning the Cost of the Work. The provision of said information is not subject to waiver,

and shall be provided by the Contractor within a reasonable time after being instructed to prepare said Change Order:

- .1 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.
- .2 The amount of the adjustment, if any, in the Contract Sum; and A detailed 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 finalized and approved by the Owner, the Contractor and the Architect (as reflected by their signatures thereon), no future requests for extensions of time or additional cost shall be considered for the change in the Work related to that Change Order. The Change Order represents the full and final amount of the change in the Contract Sum and/or the Contract Time due to the Contractor for all additional Work related to the Change Order. Contractor waives any further claims for additional costs or additional time, whether direct or indirect, for the change in the Work related to said Change Order.

§ 7.2.7 The Contractor will be eligible for extended fixed job-site overhead for time delays only when: complete stoppage of work occurs causing an extension of critical path activities (defined as such on the approved baseline schedule required by Section 3.10.1) which also results in an extension of the Contract Time; and the Contractor is unable to mitigate financial damages through replacement work; and the stoppage of work is due to acts or omissions solely attributable to the Owner. In all cases the Contractor shall notify the Architect and Owner in writing and shall make a Claim as required by Article 15. Reasonable proof shall be required by the Initial Decision Maker, Architect and Owner that alternate work could not be performed. Reasonable proof shall be required by the Initial Decision Maker, Architect and Owner that the stoppage affected the critical path activities and the Contract Completion Date.

§ 7.2.8 "Cost of the work" whether incurred by the Contractor or a Subcontractor shall not include the following:

- .1 Salaries or other compensation of the Contractor's or Subcontractor's personnel at the Contractor's or Subcontractor's principal office and branch offices.
- .2 Any part of the Contractor's or Subcontractor's capital expenses, including interest on the Contractor's or Subcontractor's capital employed for the work.
- .3 Overhead and general expenses of any kind or the cost of any item not specifically and expressly included in section 7.2.2 in Cost of the Work.
- .4 Cost of supervision not specifically required by the Change Order.

§ 7.2.9 When applicable, as provided in the Contract Documents, 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 or Owner. Unit prices shall cover costs of Material, Labor, Equipment, Overhead and Profit. When Unit prices (which include Overhead and Profit) are used as the basis for the added Cost of the Work to the Owner resulting from the Change Order, Overhead and Profit shall not be duplicated by adding it again under section 7.2.3.

§ 7.2.10 Any and all changes or adjustments in the Work that are the subject of a proposed Change Order shall be supported, in addition to the cost and schedule information required elsewhere in this Article 7, by detailed specifications, plans, and/or drawings that evidence the need for the change in the Work and the propriety of the proposed method to effectuate that change.

§ 7.2.11 Any and all changes or adjustments to the Contract Time requested or claimed by the Contractor as a result of a Change Order shall require documentation and justification for the adjustment by a method analysis of the Contractor's most recent schedule in use prior to the change, which shows an extension in critical path activities. Changes that affect or concern activities containing float or slack time (i.e. not on the critical path) that can be accomplished within such float or slack time shall not result in an increase in the Contract Time.

PAGE 30

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

...

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in ~~the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.~~ Section 7.2.3. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 ~~Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance; Wages paid for direct labor personnel, delineating a labor burden markup for applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes.~~
- .2 ~~Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed; direct materials and supplies, including the identification of each item and its cost.~~
- .3 ~~Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; Costs of necessary machinery and equipment required by the Change Order, including the identification of each and the allocation of its cost, and the bases therefore, to the change in the Work~~
- .4 ~~Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and~~
- ~~.5 Additional costs of supervision and field office personnel directly attributable to the change. Other direct costs, properly documented.~~
- .5 Costs of premiums for bonds and insurance directly related to the change in Work.

...

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, ~~the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for these costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15. amounts not in dispute for such changes in the Work may be included in Applications for Payment only as follows. Said undisputed amounts may be presented to the Owner for the Owner's approval in a Change Order. Only after the Owner has approved said Change Order may such amounts be included in an Application for Payment.~~

#### PAGE 31

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

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§ 8.1.5 The Contract Time shall not be changed by the submission of a schedule that shows an early completion date, unless a change in the Contract Time has been specifically authorized by a final, approved Change Order.

§ 8.1.6 For all purposes of counting time provided in these Contract Documents, time shall be counted on a calendar

day basis. However, unless otherwise specified, where the due date for any action, submittal or response falls on a Saturday, Sunday, or legal holiday (as identified in Section 8.1.7), such action, submittal, or response shall be considered due on the next business day which is not a Saturday, Sunday or a legal holiday.

§ 8.1.7 For purposes of this Subparagraph, legal holidays shall include the following:

<u>New Year's Day</u>	<u>January 1</u>
<u>Martin Luther King Day</u>	
<u>Mardi Gras Day</u>	
<u>Good Friday</u>	
<u>Memorial Day</u>	<u>Last Monday in May</u>
<u>Independence Day</u>	<u>July 4</u>
<u>Labor Day</u>	<u>First Monday in September</u>
<u>Thanksgiving Day</u>	<u>Fourth Thursday in November</u>
<u>Christmas Eve</u>	<u>December 24</u>
<u>Christmas Day</u>	<u>December 25</u>
<u>New Year's Eve</u>	<u>December 31</u>

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. Substantial Completion of the Work must be made within the time stated in the Agreement between the Owner and the Contractor (subject to such extensions as may be agreed to by Change Order). By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 ~~The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.~~ agrees to commence the Work not later than the date set forth in the written Notice to Proceed issued by the Owner, and to achieve Substantial Completion of the Work within the time stated in the Contract Documents, and to achieve completion of the Punch List within the time stated in the Contract Documents. The Contractor and Owner mutually agree that the Owner's operations will be negatively impacted and the Owner will sustain damage that will be impracticable and extremely difficult to quantify if Substantial Completion of the Project and Punch List completion are not achieved within the time set forth in the Contract Documents. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner liquidated damages, which shall not be considered a penalty, in the amount stated in the Contract Documents as fixed, agreed upon and Liquidated Damages for each calendar day (Saturdays, Sundays, and legal holidays included) that Substantial Completion is delayed beyond the time stated in the Contract Documents, and for each calendar day that completion of the Punch List is delayed beyond the time stated in the Contract Documents, as more specifically set forth in the Agreement. The Owner shall be entitled to collect any and all sums that are due the Owner as Liquidated Damages in any manner available, including but not limited to withholding the amounts due to the Contractor for Progress Payments or Final Payment, deducting the Liquidated Damages due by a Construction Change Directive, or collecting the amounts due from the Contractor or the Contractor's Surety.

PAGE 32

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; mediation; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, recommend, subject to the Owner's approval of said Change Order, provided the Contractor timely made a claim for additional time in accordance with the applicable provisions of Article 15. If the Contractor fails to make a timely claim for additional time in accordance with the applicable provisions of Article 15, then said potential claim is irrevocably waived.

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Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the

various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. § 9.2.1 At the Pre-Construction Conference, the Contractor shall submit to the Owner and the Architect a Schedule of Values, using the Form AIA G703 – Continuation Sheets, allocating the entire Contract Sum to the various portions of the Work. Applications for Payment will not be considered before the Schedule of Values is submitted in proper form.

§ 9.2.1.1 On the Schedule of Values, the Contractor shall itemize the Contract Sum into each Section listed under each Division on the format provided, as such Sections are applicable to the Project. The Owner shall have the right to require the Contractor to break down each portion of the Work cost item further into the components of labor, materials and overhead and profit. Should the Owner make said request, the Contractor shall provide said information promptly.

§ 9.2.1.2 The total of all items listed on the Schedule of Values shall equal the total Contract Sum. This Schedule of Values, after approved by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

...

~~§ 9.3.1 At least ten days before the date established for each progress payment, Monthly, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such Application & Certificate for Payment on AIA Document G702, accompanied by AIA Document G703, and supported by any additional data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents the Architect may require. The Application for Payment shall be notarized. Application for Payment shall be submitted no later than the tenth (10<sup>th</sup>) day 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 last day of the preceding month, less normal retainage, as set forth in Section 9.3.1.1. Offsite storage of materials shall not be allowed.~~

~~§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders. Normal retainage for Projects with a Contract Sum of less than \$500,000.00 shall be 10% of the total Contract Sum. Normal Retainage for Projects with a Contract Sum of \$500,000.00 or more shall be 5% of the total Contract Sum.~~

~~§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay. No payment shall be made until the revised Construction Schedule required by Section 3.10.1 is received by the Owner and the Architect.~~

~~§ 9.3.1.3 The normal retainage shall not be due the Contractor until after all of the following have occurred: (1) Substantial Completion has been achieved; (2) the Architect has prepared and the Owner has approved and accepted a Certificate of Substantial Completion, including an attached Punch List meeting the requirements of Sections 9.8.4 and 9.8.5; and (3) the Contractor has submitted an Application for Payment for the retainage. (4) the Contractor has provided the Owner with a fully completed, executed and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payments, in the form attached as Exhibit "A" to the Agreement Between the Owner and Contractor, AIA Document A101 (5) the forty-five (45) day lien period in La. R.S. 38:2242 has expired; and (6) the Contractor has provided the Owner and the Architect with a clear lien and privilege certificate. If there are insufficient funds remaining in the Contract Sum to both pay the normal retainage and cover the value assigned to the Punch List (as set forth in Section 9.8.5), then the Owner shall withhold payment of the normal retainage to the extent necessary to cover the shortfall. If the value of the Punch List (as set forth in Section 9.8.5) exceeds the funds remaining in the Contract Sum, including the normal retainage, Contractor shall not be entitled to the payment of any normal retainage. Instead, Contractor and/or its Surety shall be liable for and shall pay the shortfall to the Owner.~~

~~§ 9.3.1.4 Work performed and materials supplied under a Change Order may be included for payment only after the~~

Change Order has been approved in writing by the Owner and all other appropriate parties.

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. ~~If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing.~~ Payment for materials and equipment stored on ~~or off~~ the site shall be conditioned upon ~~compliance by the Contractor with procedures~~ submission by the Contractor of bills of sale or such other documents satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, ~~storage and transportation to the site for such materials and equipment stored off the site.~~ insurance. Offsite storage of materials shall not be allowed.

PAGE 33

§ 9.3.4 Each Application for Payment for a Progress Payment shall be accompanied by a fully completed, executed and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payments, in the form attached as Exhibit "A" to the Agreement Between the Owner and Contractor, AIA Document A101. The Application for Final Payment shall be accompanied by a fully completed, executed and notarized Contractor's Unconditional Waiver of Lien Upon Final Payment, in the form attached as Exhibit "B" to the Agreement Between the Owner and Contractor, AIA Document A101. Payment Applications which omit these Waivers of Liens shall not be paid.

§ 9.3.5 The Contractor further expressly undertakes to defend the Owner at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against Owner as a result of liens filed against the Work, the job site and any improvements thereon, any portion of the property of the Owner, or any payments due the Contractor (referred to collectively as "liens" in this Section 9.3) by those providing labor, material or equipment on behalf of Contractor. The Contractor hereby agrees to defend, indemnify and save Owner harmless against any such liens or claims and agrees to pay any judgment or lien resulting from any such actions, lawsuits or proceedings.

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

PAGE 34

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

...

- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents; Documents;
- .8 if the Project is behind schedule, failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of the Work within Contract Time;

- .9 the value of the Punch List exceeds the unpaid balance of the Contract Sum;
- .10 improperly completed or inadequately documented/supported Application for Payment. The omission of any required documents from the Application for Payment, including but not limited to lien waivers, shall result in its rejection;
- .11 rejection of any part of the Work by any governmental authority having jurisdiction over the Project;
- .12 improperly completed or incomplete commissioning documentation under the responsibility of the Contractor as deemed by the Architect, Owner and/or commissioning authority.

PAGE 35

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect within forty-five (45) days of the Owner's receipt of said approved Certificate.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven-fourteen (14) days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. Pursuant to Louisiana law, La. R.S. 9:2784, the Contractor or Subcontractor shall make payment due to each Subcontractor and supplier within fourteen (14) consecutive days of the receipt of payment from the Owner. If not paid, a penalty in the amount of 1/2 of 1% per day is due, up to a maximum of 15% of the amount due, from the expiration of the period allowed for payment until paid, and attorneys fees are available. The Contractor or Subcontractor, whichever is applicable, and not the Owner, is solely responsible for payment of this penalty and for any attorneys fees that may be due as a result thereof.

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§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4. If the Owner receives any claim of nonpayment arising out of the Contract from a Subcontractor, Sub-subcontractor, material or equipment supplier, or the like, the Owner shall deduct 125% of such claim from the Contract Sum. The Contractor, or any interested party, may deposit security with the recorder of mortgages of the parish where the Work has been done, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim. When the Owner receives original proof of such guarantee from the recorder of mortgages and/or clerk of court, the claim deduction will be added back to the Contract Sum.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents. Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3, 9.6.4 and 9.6.5.

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

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

...

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within ~~seven-thirty~~ days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon ~~seven-thirty~~ additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. ~~The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.~~

PAGE 36

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the Project is Substantially Complete in accordance with this Article 9.8. In addition to the requirements of the first sentence of this Article 9.8.1, the following conditions must also be satisfied before the Work will be considered Substantially Complete:

- .1 Where roofing work is part of the Contract, the Owner must receive the executed Roofing Contractor's and Roofing Manufacturer's guarantees;
- .2 All required occupancy permits must have been issued and copies delivered to the Owner;
- .3 All Project systems included in the Work must be operational as designed;
- .4 All operations and maintenance data specified has been submitted and approved, including the provision of draft as-built drawings for training purposes;
- .5 The Owner's personnel must have completed any required training in the Project's operations systems;
- .6 All finishes required by the Contract Documents must be in place;
- .7 The only remaining work must be minor in nature so that the Owner can occupy the building/construction and the Contractor's completion of that minor remaining work will not interfere with nor hamper the Owner's normal business operations. This shall include completion and verification by the Owner's designated commissioning authority for all outstanding commissioning issues;
- .8 The Contractor must certify in writing that all remaining Work will be completed within forty-five (45) consecutive calendar days, unless the Owner consents to a different time, following the date of Substantial Completion. Any remaining Work required to be performed after the date of Substantial Completion at a school that is operating and open shall be done in a manner and during times that do not interfere with school operations, at no additional cost to Owner. Owner shall have the right to direct Contractor to perform said Work during non-operating hours of the school, including nights and weekends.

§ 9.8.2 When the Contractor considers that the ~~Work, or a portion thereof which the Owner agrees to accept separately,~~ 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 or designated portion thereof is substantially complete.~~ is substantially complete. 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 or designated portion thereof~~ for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the ~~Work or designated portion thereof is substantially complete,~~ the Architect will Architect determines that the Project is Substantially Complete, and the Owner agrees, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the

time within which the Contractor shall finish all items on the list accompanying the Certificate establishes the Date of Substantial Completion of the Work. The Architect shall prepare and attach a "Punch List" of exceptions itemizing additional Work remaining to be done by the Contractor, as set forth more fully in Section 9.8.5. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Work, 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, unless otherwise agreed to in writing by the Owner and Contractor.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. Punch List of exceptions prepared by the Architect shall itemize additional Work remaining to be done by the Contractor, and the dollar value related thereto. The cost of these items shall be prepared in the same format as the Schedule of Values. The monetary value assigned to this Punch List will be 125% of the sum of the cost estimate for each particular item of required work, and will be estimated by the Architect based on the mobilization, labor, material and equipment costs of correcting the item. The value assigned to the Punch List shall be retained from the monies owed the Contractor, above and beyond the normal retainage. No funds assigned for the Punch List value shall be due to the Contractor before the Punch List items are completed and accepted by the Architect and the Owner. 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 accepted as Substantially Complete. If funds remaining in the Contract are less than that required to complete the Punch List Work, then the Contractor or its Surety shall pay the difference.

§ 9.8.6 The Contractor shall complete the Punch List items within forty-five (45) consecutive calendar days from the date of Substantial Completion. The Owner may, at its option, consent to a different time, but such consent shall be reflected in writing. If the Contractor fails to complete all Punch List items within this forty-five day period, through no fault of the Owner or the Architect, the Contractor shall be assessed Liquidated Damages in the amount set forth in the Agreement between the Owner and Contractor (AIA Document A101), for each additional day beyond that forty-five (45) day period that the Punch List remains incomplete. Additionally, if the Contractor fails to complete all Punch List items within this forty-five day period, through no fault of the Owner or the Architect, then 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 of the Surety by the Owner, the Surety has not completed the Punch List, through no fault of the Architect or Owner, the Owner may, at his option, contract with an outside party 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 choose to not accept bonds submitted from that Surety in the future.

§ 9.8.7 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. After such acceptance, and consent of surety, the Contractor may submit to the Owner a properly completed and supported Application for Payment seeking payment of completed Work, less the value assigned to the Punch List items, as set forth in and limited by Section 9.8.5 above. Such Application for Payment shall not request payment for Work that is incomplete and/or not in accordance with the requirements of the Contract Documents.

§ 9.8.8 After the Owner's receipt and approval of a fully executed Certificate of Substantial Completion and attached Punch List, the Owner shall issue a Notice by Owner of Acceptance of Work. The Contractor shall record the Notice by Owner of Acceptance of Work with the Clerk of Court in the Parish in which the Work has been performed, and shall provide written evidence of recordation to the Architect and the Owner. If the Notice of Acceptance has not been recorded within seven (7) days after issuance, the Owner may record the Notice of Acceptance at the Contractor's expense.

§ 9.8.9 Upon the Owner's Notice of Acceptance, and upon receipt of a properly completed Application for Payment, payment of Punch List items completed, less normal retainage applicable thereto, shall be approved, and payment made in accordance with the procedures set forth in these Contract Documents for Progress Payments, unless there are

insufficient funds remaining in the Contract Sum for payment of same. If funds remaining in the Contract are less than that required for payment of the Punch List Work, then the Contractor or its Surety shall pay the difference.

PAGE 37

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

§ 9.9.1.1 Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project to be occupied.

§ 9.9.1.2 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims in behalf of the Owner or Contractor against each other.

§ 9.9.1.3 If the Project consists of more than one building, and one of the buildings is to be occupied, the Owner, prior to occupancy of that building, shall secure permanent property insurance on the building to be occupied and necessary permits which may be required for use and occupancy.

§ 9.9.1.4 Use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of the responsibility to maintain all insurance and bonds required of the Contractor under the Contract Documents until the Project is completed and accepted by the Owner.

PAGE 38

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. If the Architect finds the work not 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 \$150.00 per 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 Contract Sum due to the Contractor. If no funds remain in the Contract Sum, the Contractor or its Surety shall pay this amount. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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§ 9.10.2.1 In addition to the items listed in Section 9.10.2, the Contractor shall deliver the following items to the Owner before final payment shall be due:

- .1 All close-out submittals specified in the Specifications.
- .2 All project record documents specified in the Specifications.
- .3 All approved submittals;
- .4 All approved Shop Drawings;
- .5 All final as-built Drawings.
- .6 All operations and maintenance data specified in the Specifications.
- .7 All warranties as required on specific products or portions of the Work, including subcontractor warranty letters.
- .8 All spare parts, overages, and maintenance materials specified in the Specifications.
- .9 Certificates of Occupancy from authorities having jurisdiction.
- .10 Copies of all inspection tags from authorities having jurisdiction.
- .11 Executed Certificates of Substantial Completion.
- .12 A fully completed, executed and notarized Contractor's Unconditional Waiver of Lien Upon Final Payment, in the form attached as Exhibit "B" to the Agreement Between the Owner and Contractor, AIA Document A101.

§ 9.10.2.2 Upon receipt by the Architect of all Project close-out documents and a recommendation by the Architect of acceptance of Final Completion, a close-out meeting will be scheduled by the Architect, to include the Architect, the Owner and the Contractor for the review and acceptance of all of the required items identified in this Section 9.10.2. If all items are complete and accepted by the Owner, the Owner will then authorize the issuance of Final Payment.

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

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

**§ 9.11 LIQUIDATED DAMAGES**

The Contractor's failure to achieve Substantial Completion and Final Completion within the Contract Time, as set forth in the Contract Documents, and failure to timely complete the Punch List, as set forth in the Contract Documents, shall result in the imposition of Liquidated Damages upon the Contractor. As further set forth in the Agreement, and in Sections 8.2.2 and 9.8.6 above, it is mutually agreed by the Contractor and the Owner that the Owner's operations will be negatively impacted and the Owner will sustain damage that will be impracticable and extremely difficult to quantify if Substantial Completion of the Project and Punch List completion are not achieved within the time set forth in the Agreement. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner Liquidated Damages, which shall not be considered a penalty, in the amount stated in the Contract Documents as fixed, agreed upon and Liquidated Damages for each calendar day (Saturdays, Sundays, and legal holidays included) that Substantial Completion is delayed beyond the time stated in the Agreement, and for each calendar day that completion of the Punch List is delayed beyond the time stated in the Agreement. The Owner shall be entitled to collect any and all sums that are due the Owner as Liquidated Damages in any manner available, including but not limited to withholding the amounts due to the Contractor for progress payments or final payment, deducting the Liquidated Damages due by a Construction Change Directive, or collecting the amounts due from the Contractor or the Contractor's Surety. The Contractor and the Contractor's Surety hereby agree and will be held liable for any Liquidated Damages imposed in accordance with these Contract Documents.

PAGE 39

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

PAGE 40

- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- .4 the indoor air quality of buildings where students, teachers, employees and visitors occupy the areas adjacent to or near the Work on the Project site;
- .5 the exhaust systems and existing fresh air intake devices to prevent dust or fumes caused by the Work from entering such systems; and
- .6 the Contractor expressly agrees that it is exclusively responsible for compliance with the Occupational Safety and Health Act (OSHA) and state and local regulations for the construction in that it is the "employer" within the meaning of those regulations. It is the expressed intent of the parties that the Contractor, not the Architect nor the Owner, is in charge of the Work.

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

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall provide for the marking of all underground utilities prior to any digging, excavation or other disturbances of earth.

...

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in ~~Sections 10.2.1.2 and 10.2.1.3~~ Section 10.2.1 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under ~~Sections 10.2.1.2 and 10.2.1.3~~, Section 10.2.1, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect. The Contractor shall immediately (within 24 hours) make an oral report to the Architect and the Owner and promptly (within three (3) days) provide a written report to the Architect and the Owner reporting all accidents arising out of or in connection with the Work that cause death, significant injury, loss of consciousness, medical treatment beyond first aid, significant property damage (estimated over \$5,000.00), and/or that interrupt utility services.

...

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ~~21~~ three (3) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. This notice shall not replace or supplant the shorter notice required under the circumstances identified in Section 10.2.6 above.

#### § 10.2.9 SECURITY OF SITE

The Contractor is solely responsible for the security of all equipment, tools or other property of the Contractor, its Subcontractors, and its suppliers at the Project site to include any loss or damage due to theft or vandalism. The Contractor shall provide for security at the site.

PAGE 41

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the

Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to ~~asbestos-asbestos~~, lead or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area only and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the ~~Contractor-Contractor~~, such as asbestos, lead, or PCBs, and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. ~~The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.~~ When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. ~~resume.~~ By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and ~~start-up-start-up~~, if any, of any affected area of a Project, which adjustments shall be accomplished as provided for in Article 7.

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

...

In an emergency affecting safety of persons or property, the Contractor shall ~~act, at the Contractor's discretion, to prevent threatened damage, injury or loss.~~ Additional notify the Owner and Architect immediately of the emergency, and shall simultaneously act, using the Contractor's best judgment, to prevent threatened damage, injury or loss and to protect and safeguard the Work, the Owner's property and the person working on the Project from injury, damage or loss. Any additional compensation or extension of time claimed by the Contractor on account of an ~~emergency~~ emergency work shall be determined as provided in Article 15 and Article 7.

...

#### **§ 11.0 CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, and in a company or companies which meet the additional requirements set forth in this Article 11 below, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and such other insurance which is specified in this Article 11 below:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;

- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims for bodily injury or property damage arising out of the Contractor's operations, including but not limited to construction activities and any Work or activities performed pursuant to the Contract Documents; and
- .9 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

**INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION AND RENOVATIONS**

**§11.1 STANDARDIZED INSURANCE REQUIREMENTS FOR ALL STATE CONTRACTS**

§11.1.1 Contractor shall purchase and maintain, at Contractor's expense, all of the insurance required in this Article 11. All required insurance shall be kept in full force and effect, without interruption, commencing from the date the Contract documents are executed and continuing until the Work has achieved Final Completion, has been accepted by the Owner and final payment has been made.

§11.1.1.1 If any of the insurance coverages are required to remain in force after final payment has been made, an additional Certificate of Insurance evidencing continuation of such coverage shall be submitted with the final Application for Payment.

§11.1.2 All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

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

§11.1.2.2 The Owner shall be named as an additional insured on all policies of insurance required by this Article 11 (ISO Forms CG 20 10, Current form approved for use in Louisiana).

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

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

§11.1.2.5 All insurance policies required herein shall be endorsed to reflect and insure any occupancy by the owner at the time of such occupancy prior to Substantial Completion.

§11.1.2.6 All insurance policies required herein shall be on an occurrence basis. Claims made policies are not acceptable.

§11.1.2.7 Contractor shall defend, indemnify and hold harmless Owner for any damages, loss, costs or expenses caused by or related to Contractor's failure to carry the insurance required under the Contract Documents.

§11.1.2.8 The insurance required under the Contract Documents shall be written for no less than the coverage limits set forth in this Article 11, below. Nothing herein shall prohibit Contractor from carrying higher limits or broader coverage, at Contractor's expense.

§11.1.2.9 All liability insurance policies shall be written with a waiver of subrogation by the Contractor/Subcontractor in favor of the Owner.

**§11.1.3 INSURANCE:**

The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverages required by the Contract to the Owner in insurance companies lawfully authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A. M. Best's rating of no less than A:-VI. This rating requirement may be waived, at the Owner's discretion, for the workers' compensation coverage.

Thirty days prior notice of cancellation shall be given to the Owner by registered mail, return receipt requested, on all of the required coverage provided to the Owner. All notices will name the Contractor/ Subcontractor and identify the Contract number.

Insurance coverage specified in the GENERAL CONDITIONS (AIA Document A 201, 2007 Edition) to be provided by the Contractor, and any other insurance described below shall be furnished with the following minimum limits:

**§11.1.3.1 Workers' Compensation - Statutory - in compliance with the Compensation Law of the State. Exception: Employers liability to be \$1,000,000 when work is to be over water and involves maritime exposures.**

**§11.1.3.2 Commercial General Liability Insurance with a combined single limit per occurrence for bodily injury and property damage. This insurance shall include all major divisions of coverage for bodily injury and property damage, and be on a comprehensive basis, including:**

- .1 Premises - Operations;
- .2 Broad Form Contractual Liability;
- .3 Products and Completed Operations;
- .4 Use of Contractors and Subcontractors/Independent Contractors Protective;
- .5 Personal Injury with employment exclusion deleted;
- .6 Broad Form Property Damage;
- .7 Explosion, Collapse and Underground (XCU) Coverage;
- .8 Owner's and Contractor's Protective;
- .9 Excess umbrella.

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

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

<u>Type of Construction</u>	<u>Projects Under \$100,000</u>	<u>Projects \$100,001 - \$1,000,000</u>	<u>Projects Over \$1,000,000</u>
<b><u>New Buildings:</u></b>			
<u>-Each Occurrence/ Minimum Limit</u>	<u>\$500,000</u>	<u>\$1,000,000</u>	<u>\$3,000,000</u>
<u>-Aggregate (Applicable to this Contract ONLY)</u>	<u>\$500,000</u>	<u>\$1,000,000</u>	<u>\$3,000,000</u>

**Renovations: The building(s) value for this Project is: \$**

<u>-Each Occurrence/ Minimum Limit</u>	<u>\$500,000*** (Depends on Building Value)</u>	<u>\$1,000,000*** (Depends on Building Value)</u>	<u>\$3,000,000*** (Depends on Building Value)</u>
<u>-Aggregate (Applicable to this Contract ONLY)</u>	<u>\$500,000*** (Depends on Building Value)</u>	<u>\$1,000,000*** (Depends on Building Value)</u>	<u>\$3,000,000*** (Depends on Building Value)</u>

\*\*\*While the minimum combined single limit of \$500,000 is required for all renovations, the value of a building shall be multiplied by 10% and insurance requirements will be increased at \$1,000,000 intervals and rounded to the nearest \$1,000,000. Example: Renovation on \$33,000,000 building would require \$3,000,000 minimum combined single limit of coverage. Maximum limit required is \$5,000,000.00 regardless of building value.

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

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

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

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

§11.1.5 All policies of insurance shall be approved by the contracting Owner prior to the inception of any work.

§11.1.6 Other insurance required is as follows:

§11.1.6.1 Owner's Protective Liability Insurance shall be furnished by the Contractor and naming the State of Louisiana as the Insured.

	<u>Projects Under \$100,000</u>	<u>Projects \$100,001- \$1,000,000</u>	<u>Projects Over \$1,000,000</u>
<u>CGL - Each Occurrence</u>	<u>\$500,000</u>	<u>\$1,000,000</u>	<u>\$3,000,000</u>

§11.1.6.2 ASBESTOS ABATEMENT LIABILITY  
(required when asbestos abatement is included in the work)

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

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

Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Owner, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor/Subcontractor concerning indemnification. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

## § 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

§11.1.8.3 All policies and certificates of insurance shall be approved by the contracting agency prior to the inception of any work.

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

### §11.1.9 SUBCONTRACTORS

Contractor is responsible for all Subcontractors and Sub-subcontractors performing the Work. Contractor shall require Subcontractors and Sub-subcontractors to carry insurance of the same character and in the same amounts as the Contractor, unless the Owner and Contractor agree that reduced coverages are adequate because of the nature of the subcontracted work. Contractor shall obtain Certificates of Insurance from the Subcontractors and Sub-subcontractors evidencing that all of the insurance required herein is in full force and effect. Subcontractors and Sub-subcontractors shall not commence any Work required by these Contract Documents prior to providing the Contractor with the valid and effective Certificate(s) of Insurance required herein. Contractor shall keep such Certificates of Insurance in safekeeping, and provided copies to the Owner and/or the Architect upon request.

### §11.1.10 CERTIFICATES OF INSURANCE/VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with certificates of insurance evidencing all of the insurance coverage required by this Article 11. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates of Insurance are to be received and approved by the Owner before work

commences. The certificates of insurance must also contain the following in the "Description of Operations" section:

If the contractor is a General Contractor, then so state.

If the contractor is a specialty contractor, then so state and provide the list of specialties for which the contractor is insured.

Contractor shall provide said certificates of insurance within ten (10) calendar days of the execution of the Contract between the Owner and the Contractor. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **§11.2 INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

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

### **§11.2.1 MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

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

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

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

### **§ 11.2 OWNER'S LIABILITY INSURANCE**

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

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

### **§11.2.2 MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

§11.2.2.1 Commercial General Liability: insurance coverages must be provided in amounts set forth in Article 11.1.3.2 above.

§11.2.2.2 Automobile Liability: insurance coverage must be provided in amounts set forth in Article 11.1.3.3 above.

§11.2.2.3 Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

### **§11.2.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

### **§11.2.4 OTHER INSURANCE PROVISIONS**

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

#### **§11.2.4.1 General Liability and Automobile Liability Coverages**

§11.2.4.1.1 The Owner, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers.

It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

§11.2.4.1.2 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, officials, employees, Boards and Commissions or volunteers.

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

#### **§11.2.4.2 Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees, Boards and Commissions, and volunteers for losses arising from work performed by the Contractor for the Owner.

#### **§11.2.4.3 All Coverages**

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

### **§11.2.5 ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement may be waived, at the Owner's discretion, for the workers' compensation coverage.

~~§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are~~

beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

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

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

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

~~§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~

#### ~~§ 11.3.2 BOILER AND MACHINERY INSURANCE~~

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

#### ~~§ 11.3.3 LOSS OF USE INSURANCE~~

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

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

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

~~§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable~~

conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

#### ~~§ 11.3.7 WAIVERS OF SUBROGATION~~

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

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

~~§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.~~

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

§11.3.1 The Contractor shall purchase and maintain property insurance upon the entire work included in the Contract for an amount equal to the greater of the full-completed value or the amount of the construction Contract including any amendments thereto . The Contractor's policy shall provide "ALL RISK" Builder's Risk insurance (extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) The "All Risk" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed 10% of the cost of those repair and/or replacements.

Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas - Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to the Louisiana - Mississippi border. Flood sub-limit shall equal an amount no lower than ten percent (10%) of the total Contract cost per occurrence. 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, through the National Flood Insurance Program (NFIP). The Contractor will be liable for the \$5,000 deductible on the NFIP policy from the Notice to Proceed date through the Notice of Final Acceptance date of the project, or the date of Final Payment, whichever is later.

A specialty contractor shall purchase and maintain property insurance upon the system to be installed for an amount equal to the greater of the full-completed value or the amount of the Contract including any amendments thereto. The specialty contractor may provide an installation floater with the same coverage as the "ALL RISK" Builder's Risk insurance policy.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interests may appear. The Contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

Policies insuring projects involving additions, alterations or repairs to existing buildings or structures must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the State of Louisiana policy of self-insurance or any commercial property insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, policy of self-insurance, this company agrees 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, this company 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 of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

§11.3.2 The Contractor shall be responsible for any damage or loss not covered under the builder's risk policy to any and all materials, supplies or equipment after delivery to the site by the Contractor or its suppliers, whether paid by the Owner or not, and whether prior to or after installation into the building structure (i.e., loss due to theft or damage while handling).

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. Contractor shall furnish and pay for a Performance Bond and a 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, each in an amount equal to 100% of the Contract amount. The Bonds shall be in favor of the State of Louisiana, Department of Education.

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

§11.4.1.1 In order to be qualified to underwrite a Performance Bond and a Payment Bond securing the Contract, the Surety must be currently listed 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. If the Surety is not listed on the Treasury List, and has less than an "A-" rating (as shown in the latest edition of A.M. Best's Key Rating Guide) the maximum Contract amount for which that Surety may provide a Bond is \$500,000, or fifteen percent of the Surety's policyholders' surplus (as shown by Surety's most recent financial statements filed with the Louisiana Department of Insurance), whichever is less. If the Surety is not listed on the Treasury List, and has at least an "A-" rating or better (as shown in the latest edition of A.M. Best's Key Rating Guide), the maximum Contract amount for which that Surety may provide a Bond is fifteen percent of the Surety's policyholders' surplus (as shown by Surety's most recent financial statements filed with the Louisiana Department of Insurance).

§11.4.2 The Bidder shall deliver the required bonds to the Owner simultaneous with the execution of the Contract.

§11.4.3 Bonds shall be in the form furnished by the State of Louisiana, Department of Education, entitled PERFORMANCE AND PAYMENT BOND, copies of which are included in the Bidding Documents.

§11.4.4 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.

§11.4.5 If at any time a Surety on any such Bond is declared bankrupt or loses its right to do business in the State in which the Work is to be performed or is removed from the U.S. Treasury List or otherwise fails to meet the requirements set forth in Section 11.4.1, the Contractor shall, within two (2) calendar days of becoming aware of same, notify the Owner of such event, and also shall, within five (5) calendar days of becoming aware of same, substitute an acceptable Bond in such form and sum and signed by a replacement Surety or sureties, which Surety/Sureties shall be satisfactory to the Owner. The premiums of such Bond shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new Surety or sureties shall have furnished an acceptable Bond to the Owner.

§11.4.6 Every Bond under this Paragraph must display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond.

§11.4.6.1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents, other than any change in Work which exceeds twenty (20%) percent of the Contract Sum. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the surety of such matters is hereby waived.

§11.4.6.2 Surety further agrees that in the event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default. Such notice of default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to Lender and the Owner.

§11.4.6.3 Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner as their interests may be given.

§11.4.6.4 Surety agrees that it is obligated under the bond for payment of any liquidated damages owned to the Owner by Contractor.

§11.4.7 The Surety shall be bound *in solido* with the Contractor. The executed bonds, together with the bonding agent's power of attorney, shall be furnished to the Owner along with executed Contract Documents and the number of copies reasonably required by him. The Contractor shall deliver the required bonds to the Owner no later than the date of execution of the Contract Documents.

§11.4.8 Additional performance and payment bonds may be required by the Owner, in the Owner's sole discretion from any Subcontractor whose Subcontract exceeds ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS. The Owner shall pay for any premiums charged for obtaining required Subcontractor bonds by executing a Change Order which shall increase the Contract Sum in an amount equal to such premiums. All such bonds shall be in form and substance satisfactory to the Owner in the Owner's sole judgment.

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

**§11.4.10 RECORDATION OF CONTRACT AND BOND [LA. R.S. 38:2241A(2)]**

The Contractor shall record, within thirty (30) days of Commencement of the Work, the Contract Between Owner and Contractor and the Performance and Payment Bonds with the Clerk of Court in the Parish in which the work is to be performed. The Contractor shall provide written evidence of such recordation to the Owner. Should the Contractor fail to do so, the Owner may do so at the Contractor's expense.

**§11.4.11 RECORDATION OF CERTAIN CHANGE ORDERS [LA.R.S. 38:2222]**

The Contractor SHALL record EACH change order to the Contract Between Owner and Contractor or to a contract for materials and supplies that meets the following criteria. The change order:

- (1) adds an amount of ten percent or more of the original contract amount, AND
- (2) the additional amount is at least ten thousand dollars.

Additionally, the Contractor SHALL record ALL change orders to the Contract Between Owner and Contractor or to a contract for material and supplies that meet the following criteria. ALL change orders which:

- (1) aggregate to an amount of twenty percent or more of the original contract amount, AND
- (2) the additional amount is at least ten thousand dollars.

If not previously recorded, the original Contract Between Owner and Contractor shall be recorded together with the change orders. The change order or orders shall be recorded in the office of the recorder of mortgages in the parish where the work is to be done or, if not a public work, in the office of the recorder of mortgages where the entity is domiciled. The change orders must be recorded not later than thirty (30) days after the date of the change order which requires that the recordation take place.

**§11.4.12 RECORDATION OF CERTAIN CHANGE ORDERS [LA.R.S. 39:1557.1]**

The Contractor SHALL record EACH change order to the Contract Between Owner and Contractor governed by the Louisiana Procurement Code that meet the following criteria. The change order:

- (1) adds an amount of ten percent or more of the original contract amount, AND
- (2) the additional amount is at least ten thousand dollars.

Additionally, the Contractor SHALL record ALL change orders to the Contract Between Owner and Contractor or to a contract for materials and supplies that meet the following criteria. ALL change orders which:

- (1) aggregate to an amount of twenty percent or more of the original contract amount, AND
- (2) the additional amount is at least ten thousand dollars.

If not previously recorded, the original Contract Between Owner and Contractor shall be recorded together with the change orders. The change order or orders shall be recorded in the office of the recorder of mortgages in the parish where the work is to be done OR where the entity is domiciled. The change orders must be recorded not later than thirty (30) days after the date of the change order which requires that the recordation take place.

PAGE 50

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

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

...

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct ~~it~~ it, at the Contractor's sole expense, promptly after receipt of written notice from the Owner and/or Architect to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner or the Architect shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner or the Architect fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor ~~and to make a claim for breach of warranty-Contractor~~. This waiver only applies to the Owner's specific right to have the Contractor perform the work necessary to correct the nonconforming work. Any failure on the part of the Owner to notify the Contractor as provided herein shall not operate as a waiver of the Owner's right to claim monetary damages from the Contractor for the nonconforming Work, shall not operate as a waiver of the Contractor's liability for same, and shall not operate as a waiver of any warranties provided in the Contract Documents or by law relative to the nonconforming Work. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4. Reasonable time for purposes of this Section means that the Contractor must commence correction of the Work within ten (10) days of receipt of the written notice from the Owner or Architect to correct the Work, and Contractor must continue such correction with diligence and promptness until the Work is complete. Additionally, if the Contractor fails to correct nonconforming or defective Work, the Owner may hold the Contractor in default. If the Owner holds the Contractor in default, the Surety shall be notified. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future State contracts.

PAGE 51

§12.2.6 The Owner shall have the right to operate nonconforming equipment until defects are corrected and warranties met, and shall have right to operate rejected equipment until it is replaced, without charge for depreciation, use or wear.

...

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

...

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

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

PAGE 52

§13.4.3 The Agreement, the Contract Documents and any and all claims or causes of action arising out of or related to the Project and/or the Contract Documents shall be governed by the laws of the State of Louisiana, without regard to its conflicts of laws principles.

§13.4.4 The Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole and exclusive jurisdiction and venue over any action arising out of or related to the Agreement, the Project, and/or the Contract Documents, with no right to a trial by jury, and with specific and informed waiver of any right to a trial by jury. In the event of diversity for purposes of federal court jurisdiction or any other cause of action that may allow for federal court jurisdiction or venue, the Contractor, its Surety, its Sub-contractors and suppliers all specifically waive the right to file, transfer or try in federal court any claim or cause of action arising out of or related to this Contract, the Project, and/or the Contract Documents, in favor of the sole and exclusive jurisdiction and venue in the Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

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

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

...

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

PAGE 53

§13.5.7 The Contractor shall reimburse the Owner for services provided by the Architect in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

Payments due and unpaid under the Contract Documents shall bear ~~interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~ no interest.

...

- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;  
or
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- ~~.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1. Documents.~~

...

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, ~~including reasonable overhead and profit, costs incurred by reason of such termination, and damages.~~ properly executed, including reasonable overhead and profit on that portion of the Work properly executed, installed, performed or completed. The Contractor shall not be entitled to recover profit or overhead for any portion of the Work of the Contract that has not been executed, installed, performed or completed. The Contractor shall not be entitled to recover consequential damages or attorneys fees.

PAGE 54

- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents; Documents; or
- .5 fails to complete the Punch List within the time specified in Section 9.8.6.

...

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

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

§ 14.2.5 Termination by the Owner under this Article will not relieve the Contractor and/or Surety of its obligations under the liquidated damages provisions of the Contract Documents, and the Contractor and/or Surety shall be liable to the Owner for liquidated damages as provided in the Contract Documents.

...

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. The Contractor shall not be entitled to recover consequential damages or attorneys fees. No adjustment shall be made to the extent

PAGE 55

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

#### § 14.5 SUSPENSION BY OWNER FOR CAUSE

If, after consultation with the Architect, the Owner believes suspension of the Work is warranted by reason of unforeseen conditions which may adversely affect the quality of the Work if such Work were continued, or for other good cause, the Owner may suspend the work by written notice to the Contractor. In such event, the Contract Time shall be adjusted accordingly, and the Contract Sum may be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension. The Contractor shall not be entitled to recover consequential damages or attorneys fees.

...

A Claim is a written demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be initiated by written notice. Verbal communications shall not constitute claims.

...

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

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

§ 15.1.2.2 In the case of claims arising out of Concealed or Unknown Conditions which have been referred to the Architect for investigation and written recommendation or determination, as set forth in Section 3.7.4, including differing site conditions, the Claim under this Article 15 must be initiated within 21 days of the date of the Architect's written recommendation or determination regarding such Concealed or Unknown Condition.

§ 15.1.2.3 A general "Reservation of Rights" and similar stipulations without specific identification of the underlying related Claim shall not be recognized under this Contract as a Claim, and shall have no effect.

...

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

...

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. A Claim for an increase in the Contract Time will only be considered for critical path activities, as identified on the approved baseline schedule required by Section 3.10.2.

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

§ 15.1.5.3 The Contract Time already considers the following reasonably anticipated days of adverse weather, on a monthly basis. These days are presented below on monthly basis for informational purposes only. Said monthly

presentation does not give the Contractor the right to assert Claims for additional time due to weather delays on a monthly basis.

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

§ 15.1.5.4 The Contractor shall report to the Owner total adverse weather days incurred each month.

§ 15.1.5.5 The time stipulated for Substantial Completion of the Work includes the anticipated delays due to normal adverse weather conditions for the months encompassed in the Project duration which are stated in Section 15.1.5.3 above. The Contractor shall not be allowed to make a Claim for additional Time due to weather delays until and unless such weather delays exceed the TOTAL reasonably anticipated adverse weather delays, for the entire contract duration, stated in Section 15.1.5.3 above. Contractor's request will be considered only for the days over the reasonably anticipated days of adverse weather stated above. In order to make a Claim for additional Time to do adverse weather, the Contractor shall:

§ 15.1.5.5.1 Document, in writing, that the cumulative total of actual adverse weather delays exceed the TOTAL reasonably anticipated adverse weather delays stated in Section 15.1.5.3 above.

§ 15.1.5.5.2 Document, in writing, that the weather on each particular day of claimed adverse weather was of such nature (rain, wind, snow, ice, and subsequent resultant effects) that it significantly impacted Contractor's ability to make progress on critical path work items. Adverse weather delay days will not be granted for weekends or holidays unless Contractor can demonstrate that it had been and intended to work on these days.

§ 15.1.5.5.3 The Contractor's first Claim for additional Time due to adverse weather may not be submitted until after the cumulative total of actual adverse weather days exceed the allowable days as stated in Section 15.1.5.3 above. That claim must be submitted within 7 days of the end of the month in which that cumulative total is first exceeded. Thereafter, Contractor shall submit any Claims for additional time due to adverse weather on a monthly basis, within 7 days of the end of the month.

§ 15.1.5.5.4 Summarize the number of adverse weather delay days claimed for the entire month with each month's Application for Payment.

PAGE 57

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

...

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

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1. If the parties mutually agree in writing to participate in mediation as a form of dispute resolution prior to instituting litigation, either party may file for mediation of an initial decision, after said mutual agreement. The party seeking mediation of an initial decision must file for mediation in writing within 60 days of the initial decision. Failure to do so results in waiver of that party's right to mediate the initial decision, but such initial decision may still be subject to litigation.

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

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing ~~deadlines-~~deadlines, and may do so prior to the time the Initial Decision Maker renders an initial decision. .

...

§ 15.3.1 ~~Claims,~~ If the parties mutually agree in writing to mediation as an acceptable form of dispute resolution, claims, disputes, or other matters in controversy arising out of or related to the Contract-Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall 9.10.5 and 15.1.6, may be subject to mediation as a condition precedent to binding dispute resolution-litigation.

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

PAGE 58

#### § 15.4 ARBITRATION

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

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

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

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

~~§ 15.4.4 CONSOLIDATION OR JOINDER~~

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

~~§ 15.4.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

ARTICLE 16 EQUAL OPPORTUNITY

§ 16.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex or national origin. The Contractor shall take steps to insure that applicants are employed, and that employees are treated during employment, without regard to their race, age, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

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

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

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Sherri Lynn Boykin, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:42:18 on 12/19/2011 under Order No. 0943138939\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*



Louisiana Department of Education  
**ADDITIONAL SUPPLEMENTARY CONDITIONS**  
for  
PROJECTS FUNDED WITH FUNDS FROM THE  
LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
February 2010

The project to be constructed and pursuant to this contract will be financed with the assistance of the Louisiana Community Development Block Grant Program and is subject to all applicable Federal laws and regulations.

These Additional Supplementary Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2007. Where any Article of the General Conditions are modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted or added to by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these Additional Supplementary Conditions shall be governed the most stringent requirements of either.

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

These Additional Supplementary Conditions form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

The Table of Contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

### ARTICLE 3 CONTRACTOR

#### 3.16 ACCESS TO THE WORK

##### 3.16.1, Add the following:

The authorized representatives and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

### ARTICLE 5 SUBCONTRACTORS

### 5.3 SUBCONTRACTUAL RELATIONS

Add the following:

5.3.1 The Contractor will insert in any subcontracts the Federal Labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

Add the following:

### 13.8 GOVERNMENT OFFICIALS

13.8.1 No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 13.9 OWNER'S OFFICIALS

13.9.1 No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

### 13.10 APPLICABLE LAW

13.10.1 Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

Add the following:

### 14.5 SUSPENSION BY THE OWNER DUE TO LEGAL ACTION

14.5.1 Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

## ARTICLE 16

Change the title to "EQUAL OPPORTUNITY, LABOR STANDARDS AND OTHER PROVISIONS"

Add the following:

### 16.3 SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended  
(Applicable to federally assisted construction contracts and related subcontracts of \$10,000 and under.)

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

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state

that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause



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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the

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

- (6) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - (7) The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of United States.
2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000).

- (1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (2) The goals and time for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

	
Goals for minority participation	Goals for female participation
<u>25.7%</u>	<u>6.9%</u>
(Insert goals)	(Insert goals for current year)

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed.

With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
  - (4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed, giving the State, parish, and city, if any):
3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- (1) As used in these specifications:
    - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iiii) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) When the Contractor, or any subcontractor, at anytime, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an

approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory

personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a

discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
- (9) A single goal for minorities and a separate single goal for women has been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.

- (11) The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.
- (12) The Contractor shall not carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Nonsegregated Facilities (Over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services

at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, \*\*transportation and housing facilities provided for employees which are segregated on the basis of race, color, religion, or otherwise. He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

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\*\*Parking lots, drinking fountains, recreation, or entertainment areas.

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree

to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

G. Section 503 Handicapped (for contracts of \$10,000 or Over)

Affirmative Action for Handicapped Workers

- (a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

#### 16.4 CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS (Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000.)

##### Compliance With Air and Water Acts

During the performance of this contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

#### 16.5 SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives (Modify as required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

16.6 FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

#### 16.7 ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of four (4) years from the official date of the State's final closeout of the grant.

#### 16.8 CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS.

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

#### 16.9 MINORITY AND FEMALE CONTRACTOR ASSOCIATIONS

Lists of minority and female owned businesses are available from various sources including the Louisiana Department of Transportation and Development and the U.S. Department of Housing and Urban Development, New Orleans Area Office. These lists are available solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the equal opportunity provisions contained in these supplemental General Conditions. The lists do not contain a complete listing of minority and female businesses. The information may in some cases be out of date.

#### 16.10 FEDERAL LABOR STANDARDS PROVISIONS

16.10.1 The Davis-Bacon Act Wage Decision is included in the Specifications and is part of this contract. The Contractor will comply with the Wage Decision in the performance of this contract.

16.10.2 The Federal Labor Standards Provisions and the Attachment to Federal Labor Standards Provisions are included in the Specifications and are part of this contract.



## **Veteran-Owned and Service-Connected Disabled Veteran-Owned (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Program**

This procurement has been designated as suitable for Louisiana certified small entrepreneurships participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships where subcontracting opportunities exist. To be responsive to this solicitation, the bidder shall be either a Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship or have put forth a good-faith effort to use certified Veteran-Owned or Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships as subcontractors(s). By signing and submitting this bid, the bidder certifies compliance with this requirement.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurships of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a current list of Hudson Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://www.prd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurships will satisfy the notification requirements. Notification must be provided to the certified entrepreneurships by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. (*Agencies should indicate their specific requirement, i.e. where to send information and when - with bid, after clear lien, etc.*)

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

01/25/2010

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY BIDDER**

NAME AND ADDRESS OF BIDDER *(Include ZIP Code)*

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes                       No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes                       No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes                       No                       None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes                       No

NAME AND TITLE OF SIGNER *(Please type)*

SIGNATURE

DATE

Replaces Form HUD-4238.CD-1, which is obsolete

HUD-850.1 (11-78)

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

<b>NAME OF PRIME CONTRACTOR</b>		<b>PROJECT NUMBER</b>
<b>INSTRUCTIONS</b>		
<p>This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.</p> <p>Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.</p>		
<b>SUBCONTRACTOR'S CERTIFICATION</b>		
<b>NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)</b>		
<p>1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p>2. Compliance reports were required to be filed in connection with such contract or subcontract.</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p>3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No      <input type="checkbox"/> None Required</p>		
<p>4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<b>NAME AND TITLE OF SIGNER (Please type)</b>		
<b>SIGNATURE</b>	<b>DATE</b>	

SAMPLE

CERTIFICATION OF BIDDER REGARDING SECTION 3  
AND SEGREGATED FACILITIES

\_\_\_\_\_  
Name of Prime Contractor

\_\_\_\_\_  
Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 Plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- (c) Tables A and B were prepared and submitted as part of the bid proceedings.
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

\_\_\_\_\_  
Name & Title of Signer (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## CONTRACTOR

### Section 3 Plan Format

\_\_\_\_\_ (Name of contractor) \_\_\_\_\_ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of \_\_\_\_\_.

- A. To ascertain from the locality's LCDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. \*To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E: \*To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

\*Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.

- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of \_\_\_\_\_ (Name of Contractor) \_\_\_\_\_, we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date



**TABLE B  
ESTIMATED PROJECT WORKFORCE BREAKDOWN**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

**TRADE:**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

**TRADE:**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

\*Lower Income Project Area Residents. Individuals residing within the City of \_\_\_\_\_ whose family income does not exceed 80% of the median income in the State.

Company \_\_\_\_\_

SAMPLE

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
SECTION 3 AND SEGREGATED FACILITIES

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract,
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000), and
- (c) Tables A and B were prepared and submitted as part of the bid proceedings.
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

\_\_\_\_\_  
Name & Title of Signer (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# **CRITERIA FOR DEVELOPING A SITE SPECIFIC SAFETY ACTION PLAN FOR LARSD PROJECTS**

It is the LARSD's policy that, prior to work, contractors are required to submit a **Site Specific Safety Action Plan**. The LARSD Project Manager/Project HSE Manager shall review and provide recommendations to ensure that the safety plan meets the safety requirements for the project scope of work.

It is critical that contractors and subcontractors understand the importance of developing an effectively functioning safety action plan that is pro-active and addresses the exposures to their employees for the particular work to be done. This should be addressed extensively in the safety action plan.

The criteria provide guidelines to implement an accident prevention program on LARSD construction projects and active/open school site projects. The safety plan shall fully define the contractor's commitments for meeting its obligations to provide safe and healthy working conditions for its employees.

## **1. Responsibilities**

It is the contractor's responsibility to submit an acceptable Site Specific Safety Action Plan that includes safe and healthy work practices. Project Title, Job Site Address and a Brief Description of the scope of work is to be included on the front page of the Site Specific Safety Action Plan.

## **2. Job Safety Procedures in Detail**

Describe in detail and specifically how site specific safety is to be incorporated into each phase of the scope of work. Use of ladders, scaffolds, flagging, equipment, exposures, special conditions, fall protection, etc., must be included for the plan to be accepted. Generalities will not be accepted to describe the safety and health conditions employees will be exposed to.

## **3. Areas To Be Covered In The Site Specific Safety Action Plan**

- \*Incident/Accident Reporting Procedures
- \*Contractor Disciplinary Policy
- \*Emergency Response Action Plan
- \*Fire Protection and Prevention
- \*First Aid
- \*Hazard Communication Program
- \*Incident Reporting
- \*Occupational Health Program
- \*Personal Protective Equipment Requirement
- \*Job Hazard Analysis
- \*Craft and Task Safety Training
- \*Site Specific Safety Orientation for New Hires
- \*Safety Supervision
- \*Tool Box Safety Meetings
- \*Subcontractor Compliance
- \*Pre-Phase Meeting
- \*Project Perimeter and Access Control
- \*Active School Site Safety Requirements
- \*Active School Site Badging /Background Checks

## **Site Safety Action Plan**

### **3.1 Incident/Accident Reporting Procedures**

Investigation procedures must comply with those outlined in the Contractor's Claim Reporting Package. All work related accidents and incidents will be reported to the LARSD Project Manager/Project HSE Manager within four (4) hours of the occurrence. A copy of the contractor's written Incident/Accident Report is to be provided within twenty four (24) hours of the occurrence. What programs are in place to provide positive feedback to supervisors and employees who report unsafe conditions?

### **3.2 Contractor Disciplinary Policy**

Contractor shall outline disciplinary action for any employee who jeopardizes his health or safety, or the health or safety of others.

### **3.3 Emergency Response Action Plan**

Actions to be taken to familiarize employees with emergency procedures developed for the project site. Procedures should cover injuries, fires, emergency evacuations and similar situations. Action plan should also address severe weather conditions as well as Hurricane Preparedness/Recovery Plan.

### **3.4 Fire Protection and Prevention**

Explain the project fire protection and prevention program in detail and how it will be maintained.

### **3.5 First Aid**

Provide names and qualifications of contractor's designated First Aid/CPR/AED provider. What type of emergency equipment will be kept on site? Where will the first aid kit be kept? A first aid kit usage log will be required to be maintained with first aid kit.

### **3.6 Hazard Communication Program**

Provide copy of project specific Haz-Com program. A copy of MSDS will be available and maintained at jobsite.

### **3.7 Occupational Health Program**

Specific occupational health programs required to protect employees working on the project e.g., air monitoring, sampling, special protective clothing/equipment, or particular hazards. Contractor shall be responsible to maintain required postings such as the OSHA poster, and all required health and safety documentations such as OSHA 300 & 301 logs. Upon notification of an OSHA, EPA or other safety/health regulatory agencies inspection, the LARSD Project Manager/Project HSE Manager shall be notified immediately.

### **3.8 Personal Protective Equipment Requirement**

Describe Contractors Personal Protective Equipment to be worn and where. Include parameters for its use. At a minimum, hard hats, safety glasses, and work type boots will be worn on all LARSD projects, to include visitors. High visibility apparel and gloves are recommended.

### **3.9 Job Hazard Analysis**

Describe the Contractors formal job hazard analysis process. Prior to all tasks starting, a Job Hazard Analysis (JHA) will be developed by the crew to do the work. These JHAs will be kept on file in the jobsite office. Traffic Control Plan will address approved oversized delivery trucks routes. Extra consideration will be given to active/open school sites (provide copy).

### **3.10 Craft and Task Safety Training**

Contractors are required to task train employees in the exposures they will be confronted with and the job they are expected to perform. In most cases, this will be done during the pre-job and Haz-Com orientation. What type and how often is training conducted to educate employees on their specific craft? Who conducts the training programs? Where are the training records maintained?

### **3.11 Site Specific Safety Orientation of New Hires**

Each contractor and sub-contractor employee who is new to the jobsite must receive a thorough safety and hazard communication orientation, which imparts basic information about the site specific project safety and health program, federal/state regulations, and other safety rules and regulations needed to perform tasks safely. Future safety instructions may be necessary if hazardous work and/or unfamiliar tasks are performed. Initial orientation is to be conducted by the Contractor. A record of the orientation will be kept on file in the jobsite office. Safety orientation shall be in a language the employee speaks and understands. Orientation should include but not be limited to:

- \*Electrical Safety
- \*Personal Protective Equipment
- \*Fire Protection
- \*First Aid Facilities and Emergency Procedures
- \*Hazard Communication
- \*Housekeeping
- \*Medical Surveillance
- \*Perimeter Guarding
- \*Accident Reporting
- \*Substance Abuse Policy
- \*Fall Protection

- \*Scaffolding and Ladders
- \*Special Project Requirements and Procedures
- \*Trenching and Excavations
- \*Cranes, Rigging and Material Handling
- \*Safety Meetings
- \*Safe Work Practices
- \*Safe Equipment and Vehicle Operations

### **3.12 Safety Supervision**

Describe how the Contractor Supervisors are going to constantly review the safe practices and procedures. Jobsite inspections are required daily, and inspection checklist should be documented at least weekly by the supervisor. List safety duties and responsibilities for all Supervisors.

### **3.13 Tool Box Safety Meetings**

These must be held and documented at least weekly. Who conducts these? Where and when will they be held?

### **3.14 Subcontractor Compliance**

Subcontractor shall comply with Contractors Safety Program requirement. When subcontractors programs are deficient, Contractor shall be responsible for providing them the necessary training and protection. This must be documented.

### **3.15 Pre-Phase Meetings**

Prior to starting a potentially high risk activity, the Contractor will conduct a pre-phase meeting to identify and address the upcoming task. These meetings will be required, but not limited to, the following: site work, excavation, steel erection, concrete work, scaffold erection, masonry work, roofing work, all work requiring a crane, confined space, etc. A 24 hours notice will be given to the LARSD Project Manager/Project HSE Manager in order for them to attend the meeting. The Contractor will provide a JHA for the task discussed.

### **3.16 Project Perimeter and Access Control**

All work areas (lay down areas, work activity, etc.) will be fenced with a six foot minimum in height fence. Unauthorized access into job site by pedestrians or visitors must be controlled by the Contractor. Contractor will ensure proper construction signage is posted on all perimeter fencing.

### **3.17 Active School Site Safety Requirements**

All Contractor work areas shall be separated from active classroom, play areas, emergency egress routes and general public. The LARSD Project Manager/Project MSE Manager will be consulted to ensure that adequate separation/barricades are

provided in an active school. Barricades shall be adequate for areas where task will be performed and shall be maintained regularly. All contractors upon notification of school emergency or crisis situation shall cease all work and follow the contractor's evacuation procedures. Contractors will leave all tools onsite and shall not interact with any student or faculty staff at any time.

### **3.18 Active School Site Badging / Background Checks**

General: Not later than 3 days after Award of Contract, submit the names of contractors, subcontractors and material suppliers proposed for work. Two weeks prior to commencing work on each active school site, the Contractor is to provide the following information on all employees at each school: School name, company name, employee's full name, driver's license number and State of Issuance, date of birth, race, and gender. Should a background check reveal that an employee is undesirable to work on a school campus; the Contractor shall remove that employee immediately. This list of employee information is to be submitted to the LARSD Project Manager/Project HSE Manager for distribution to each school Security Chief. The above information is to be kept current as employees start or leave with current list submitted with each week's, two week look-ahead schedule for each School.

See attached Employee Information Form.

**EMPLOYEE INFORMATION FORM**

SCHOOL NAME	COMPANY'S NAME	EMPLOYEE'S FULL NAME	DRIVER'S LICENSE NUMBER & STATE OF ISSUANCE	DATE OF BIRTH	RACE	GENDER

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

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

**AGREEMENT** made as of the    day of    in the year two thousand and twelve.  
*(In words, indicate day, month and year)*

**BETWEEN** the Owner:  
*(Name, address and other information)*

Louisiana Department of Education  
Recovery School District  
1641 Poland Avenue  
New Orleans, LA 70117

and the Contractor:  
*(Name, address and other information)*

for the following Project:  
*(Name, location and detailed description)*

RSD Master

The Architect for this Project is:  
*(Name, address and other information)*

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

§1.1 The Contract Documents consist of this Agreement; Conditions of the Contract, as modified by the Owner, (General, Supplementary and other Conditions); Drawings; Specifications; Addenda issued prior to execution of this Agreement; the Bidding Documents, as listed in the Instructions to Bidders, specifically including without limitation, the Instructions to Bidders, the Advertisement for Bids, all sample forms included in the Project Manual, all completed forms submitted by the Contractor as required by the Instructions to Bidders, the Contractor's Bid Package/Proposal, and any Addenda relating to the Bidding Requirements; other documents listed in this Agreement; and Modifications issued after execution of this Agreement. All of these documents form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, also appears in Article 9.

§ 1.2 In the event of any conflict among the Contract Documents, the provisions with the more stringent requirements requiring the better quality or greater quantity of the Work shall be estimated upon and provided. If application of the preceding sentence is not sufficient to resolve the conflict, then the following sentence shall also be applied: the more specific and more detailed descriptive information shall take precedence over the general and less detailed descriptive information. Any work, labor, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce a functionally complete Project or Work or part thereof shall be supplied by the Contractor whether or not specifically stated in the Contract Documents.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

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

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 *The date of commencement of the Work shall be set forth in the Notice to Proceed to be issued by the Owner.*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

Init.

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

§ 3.4 It is mutually agreed that the Owner's operations will be negatively impacted and the Owner will sustain damage that will be impracticable and extremely difficult to quantify if the Project is not Substantially Complete and the Punch List is not completed within the time set forth herein and further set forth in the Owner's Modified General Conditions. It is further mutually agreed that the Contractor's failure to achieve Substantial Completion and failure to complete the Punch List within the Contract Time, as set forth herein and as further set forth in the Owner's Modified General Conditions, shall result in the imposition of Liquidated Damages upon the Contractor.

§ 3.4.1 The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner Liquidated Damages, which shall not be considered a penalty, in the amount of (\$\_\_\_\_\_) per calendar day for each calendar day (Saturdays, Sundays, and legal holidays included) that Substantial Completion is delayed beyond the time set forth in Article 3 above of this Agreement.

§ 3.4.2 In addition, the Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner Liquidated Damages, which shall not be considered a penalty, in the amount of 200% of the daily rate stated in Section 3.4.1 above, or (\$\_\_\_\_\_) per calendar day, for each calendar day (Saturdays, Sundays, and legal holidays included) that the Contractor fails to complete the Punch List within forty-five (45) days from the date of the Punch List. Thus, the Liquidated Damages set forth in this Section shall begin to accrue on the 46<sup>th</sup> day following the date of the Punch List, and shall continue until the Punch List is fully and properly completed.

§ 3.4.3 The Owner shall be entitled to collect any and all sums that are due the Owner as Liquidated Damages in any manner available, including but not limited to withholding the amounts due to the Contractor for Progress Payments or Final Payment, deducting the Liquidated Damages due by a Construction Change Directive, or collecting the amounts due from the Contractor or the Contractor's Surety. The Contractor and the Contractor's Surety hereby agree and will be held liable for any Liquidated Damages imposed in accordance with these Contract Documents.

#### ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Init.

§ 4.3 Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$ 0.00)
------	-----------------------	--------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

*(Paragraph deleted)*

Allowances shall not be made on any of the Work.

*(Table deleted)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10<sup>th</sup> day of a month, and is fully and accurately complete in all respects, and includes the requisite waiver of lien specified in Section 5.1.8 below, the Owner shall make payment to the Contractor not later than forty-five (45) days after the Owner's receipt of the Architect-approved Certificate for Payment. If a fully and accurately completed Application for Payment, including the requisite waiver of lien is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Owner's receipt of the Architect-approved Certificate for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

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

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

§ 5.1.5.1 Applications for Payment shall be accompanied by an updated Construction Schedule, as required by Sections 9.3.1.2 and 3.10.1 of the Owner's Modified General Conditions.

§ 5.1.5.2 Each Application for Payment for a Progress Payment shall be accompanied by a fully completed, executed and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payment, in the form attached hereto as Exhibit "A."

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage as set forth below. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction, as Modified by the Owner;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage as set forth below;

- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, as Modified by the Owner.
- .5 Normal retainage shall be as follows:
  - (i) Projects with a Contract Sum of less than \$500,000.00 shall be 10% of the Contract Sum;
  - (ii) Projects with a Contract Sum of \$500,000.00 or more shall be 5% of the Contract Sum.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add,  
*(Paragraphs deleted)*  
if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007, as Modified by the Owner.
- .2 Deduct any applicable Liquidated Damages.

§ 5.1.8

*(Paragraphs deleted)*

The normal retainage shall not be due the Contractor until after all of the following have occurred: (1) Substantial Completion has been achieved; (2) the Architect has prepared and the Owner has approved and accepted a Certificate of Substantial Completion, including an attached Punch List meeting the requirements of Sections 9.8.4 and 9.8.5 of the Owner's Modified General Conditions; AIA Document A201–2007; (3) the Contractor has provided the Owner with a fully completed, executed and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payments, in the form attached as Exhibit "A" to this Owner's Modified Agreement, AIA Document A101 and (4) the Contractor has submitted an Application for Payment for the retainage. If there are insufficient funds remaining in the Contract Sum to both pay the normal retainage and cover the value assigned to the Punch List (as set forth in Section 9.8.5 of the Owner's Modified General Conditions), then the Owner shall withhold payment of the normal retainage to the extent necessary to cover the shortfall. If the value of the Punch List (as set forth in Section 9.8.5 of the Owner's Modified General Conditions) exceeds the funds remaining in the Contract Sum, including the normal retainage, Contractor shall not be entitled to the payment of any normal retainage. Instead, Contractor and/or its Surety shall be liable for and shall pay the shortfall to the Owner.

§ 5.1.9 *There shall be no reduction or limitation of retainage.*

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

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, less any applicable Liquidated Damages, shall be made by the Owner to the Contractor only after:

- .1 the Contractor has fully, completely and satisfactorily performed the Contract, except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, as Modified by the Owner, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect.
- .3 all of the requirements set forth in Sections 9.10.2, 9.10.2.1 and 9.10.2.2 of AIA Document A201–2007, as Modified by the Owner, have been satisfied;
- .4 the Contractor has provided the Owner with a fully completed, executed and notarized Contractor's Unconditional Waiver of Lien Upon Final Payment, in the form attached hereto as Exhibit "B."

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than forty-five (45) days after the issuance of the Architect's final Certificate for Payment, which shall only be issued after all of the requirements set forth in Section 5.2.1 have been satisfied.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

*The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, (Paragraphs deleted) as Modified by the Owner.*

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, optional mediation pursuant to Section 15.3 of AIA Document A201–2007, as Modified by the Owner, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as Modified by the Owner, or as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear no interest.  
*(Insert rate of interest agreed upon, if any.)*

**§ 8.3** The Owner's representative:  
*(Name, address and other information)*

Jacobs/CSRS Program Management  
909 Poydras Street, Suite 1200  
New Orleans, LA 70112  
Phone: (504) 592-0140

**§ 8.4** The Contractor's representative:  
*(Name, address and other information)*

Init.

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

§ 8.6 Other provisions:

§ 8.6.1 Contractor agrees not to and shall not discriminate in its employment practices, and will render services under the Contract without regard to race, age, color, religion, sex, national origin, veteran status, political affiliation, disabilities or sexual orientation.

§ 8.6.2 Any act of discrimination committed by Contractor, or failure to comply with the applicable statutory obligations identified in Section 8.6.1 above and elsewhere in the Contract Documents shall be grounds for the Owner to terminate this Contract.

§ 8.6.3 Contractor's violation of any federal or state law shall be grounds for the Owner to terminate this Contract.

§ 8.6.4 The Agreement, the Contract Documents and any and all claims or causes of action arising out of or related to the Project and/or the Contract Documents shall be governed by the laws of the State of Louisiana, without regard to its conflicts of laws principles.

§8.6.5 The Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole and exclusive jurisdiction and venue over any action arising out of or related to the Agreement, the Project, and/or the Contract Documents, with no right to a trial by jury, and with specific and informed waiver of any right to a trial by jury. In the event of diversity for purposes of federal court jurisdiction or any other cause of action that may allow for federal court jurisdiction or venue, the Contractor, its Surety, its Sub-contractors and suppliers all specifically waive the right to file, transfer or try in federal court any claim or cause of action arising out of or related to this Contract, the Project, and/or the Contract Documents, in favor of the sole and exclusive jurisdiction and venue in the Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

§8.6.6 It is mutually agreed by the Contractor and the Owner, as a material consideration in entering into this Contract, that Modifications made to this Agreement (AIA A101), the General Conditions (AIA A201) and any other Contract Documents shall not be construed against the maker of such Modifications.

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor as Modified by the Owner.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction, as Modified by the Owner

§ 9.1.3 The Supplementary and other Conditions of the Contract, are as included in the Project Manual.  
*(Table deleted)*

§ 9.1.4 The Specifications:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*  
Title of Specifications exhibit:

*(Table deleted)*  
§ 9.1.5 The Drawings:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*  
Title of Drawings exhibit:

*(Table deleted)*

§ 9.1.6 The Addenda, if any:

Init.

Number

Date

Pages

*(Paragraph deleted)*

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

*(Paragraph deleted)*

(i) Bidding Documents, as listed in the Instructions to Bidders, specifically including without limitation, the Instructions to Bidders, the Advertisement for Bids, all sample forms included in the Project Manual,, all completed forms submitted by the Contractor as required by the Instructions to Bidders, the Contractor’s Bid Package/Proposal, and any Addenda relating to the Bidding Requirements.

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, as Modified by the Owner. All of those detailed requirements of Article 11 are incorporated herein by reference, as if fully set forth herein, and shall not be repeated here, and shall be complied with fully and completely.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

Type of insurance or bond

Limit of liability or bond amount (\$ 0.00)

This Agreement entered into as of the day and year first written above, and is executed in seven (7) original forms, one of which shall be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

\_\_\_\_\_  
OWNER *(Signature)*

John White  
State Superintendent of Education  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
CONTRACTOR *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
OWNER *(Signature)*

Patrick Dobard  
Superintendent of Recovery School District  
\_\_\_\_\_  
*(Printed name and title)*

Init.

# Additions and Deletions Report for AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:34:13 on 02/01/2012.

## PAGE 1

**AGREEMENT** made as of the day of \_\_\_\_\_ in the year two thousand and twelve.  
(In words, indicate day, month and ~~year~~-year)

...

(Name, ~~legal status~~, address and other information)

Louisiana Department of Education  
Recovery School District  
1641 Poland Avenue  
New Orleans, LA 70117

...

(Name, ~~legal status~~, address and other information)

...

RSD Master

...

~~The Architect:~~Architect for this Project is:  
(Name, ~~legal status~~, address and other information)

## PAGE 2

~~The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9-§1.1~~  
The Contract Documents consist of this Agreement; Conditions of the Contract, as modified by the Owner, (General, Supplementary and other Conditions); Drawings; Specifications; Addenda issued prior to execution of this Agreement; the Bidding Documents, as listed in the Instructions to Bidders, specifically including without limitation, the Instructions to Bidders, the Advertisement for Bids, all sample forms included in the Project Manual, all completed forms submitted by the Contractor as required by the Instructions to Bidders, the Contractor's Bid Package/Proposal, and any Addenda relating to the Bidding Requirements; other documents listed in this Agreement; and Modifications issued after execution of this Agreement. All of these documents form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated

agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, also appears in Article 9.

§ 1.2 In the event of any conflict among the Contract Documents, the provisions with the more stringent requirements requiring the better quality or greater quantity of the Work shall be estimated upon and provided. If application of the preceding sentence is not sufficient to resolve the conflict, then the following sentence shall also be applied: the more specific and more detailed descriptive information shall take precedence over the general and less detailed descriptive information. Any work, labor, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce a functionally complete Project or Work or part thereof shall be supplied by the Contractor whether or not specifically stated in the Contract Documents.

...

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.) set forth in the Notice to Proceed to be issued by the Owner.

**PAGE 3**

§ 3.4 It is mutually agreed that the Owner's operations will be negatively impacted and the Owner will sustain damage that will be impracticable and extremely difficult to quantify if the Project is not Substantially Complete and the Punch List is not completed within the time set forth herein and further set forth in the Owner's Modified General Conditions. It is further mutually agreed that the Contractor's failure to achieve Substantial Completion and failure to complete the Punch List within the Contract Time, as set forth herein and as further set forth in the Owner's Modified General Conditions, shall result in the imposition of Liquidated Damages upon the Contractor.

§ 3.4.1 The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner Liquidated Damages, which shall not be considered a penalty, in the amount of (\$ \_\_\_\_\_) per calendar day for each calendar day (Saturdays, Sundays, and legal holidays included) that Substantial Completion is delayed beyond the time set forth in Article 3 above of this Agreement.

§ 3.4.2 In addition, the Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner Liquidated Damages, which shall not be considered a penalty, in the amount of 200% of the daily rate stated in Section 3.4.1 above, or (\$ \_\_\_\_\_) per calendar day, for each calendar day (Saturdays, Sundays, and legal holidays included) that the Contractor fails to complete the Punch List within forty-five (45) days from the date of the Punch List. Thus, the Liquidated Damages set forth in this Section shall begin to accrue on the 46<sup>th</sup> day following the date of the Punch List, and shall continue until the Punch List is fully and properly completed.

§ 3.4.3 The Owner shall be entitled to collect any and all sums that are due the Owner as Liquidated Damages in any manner available, including but not limited to withholding the amounts due to the Contractor for Progress Payments or Final Payment, deducting the Liquidated Damages due by a Construction Change Directive, or collecting the amounts due from the Contractor or the Contractor's Surety. The Contractor and the Contractor's Surety hereby agree and will be held liable for any Liquidated Damages imposed in accordance with these Contract Documents.

**PAGE 4**

Item	Units and Limitations	Price Per Unit (\$0.00)(\$ 0.00)
------	-----------------------	----------------------------------

...

*(Identify allowance and state exclusions, if any, from the allowance price.)*  
Allowances shall not be made on any of the Work.

Item	Price
------	-------

...

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

§ 5.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount 10<sup>th</sup> day of a month, and is fully and accurately complete in all respects, and includes the requisite waiver of lien specified in Section 5.1.8 below, the Owner shall make payment to the Contractor not later than the day of the month. If an Application for Payment forty-five (45) days after the Owner's receipt of the Architect-approved Certificate for Payment. If a fully and accurately completed Application for Payment, including the requisite waiver of lien is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than (—) days after the Architect receives the Application forty-five (45) days after the Owner's receipt of the Architect- approved Certificate for Payment.~~

...

§ 5.1.5.1 Applications for Payment shall be accompanied by an updated Construction Schedule, as required by Sections 9.3.1.2 and 3.10.1 of the Owner's Modified General Conditions.

§ 5.1.5.2 Each Application for Payment for a Progress Payment shall be accompanied by a fully completed, executed and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payment, in the form attached hereto as Exhibit "A."

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (—%)~~ as set forth below. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for ~~Construction; Construction, as Modified by the Owner;~~
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~percent (—%); as set forth below;~~

PAGE 5

- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document ~~A201-2007.A201-2007, as Modified by the Owner.~~
- .5 Normal retainage shall be as follows:
  - (i) Projects with a Contract Sum of less than \$500,000.00 shall be 10% of the Contract Sum;
  - (ii) Projects with a Contract Sum of \$500,000.00 or more shall be 5% of the Contract Sum.

...

- .1 ~~Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)~~
- .2 ~~Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.A201-2007, as Modified by the Owner.~~
- .2 Deduct any applicable Liquidated Damages.

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

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

The normal retainage shall not be due the Contractor until after all of the following have occurred: (1) Substantial Completion has been achieved; (2) the Architect has prepared and the Owner has approved and accepted a Certificate of Substantial Completion, including an attached Punch List meeting the requirements of Sections 9.8.4 and 9.8.5 of the Owner's Modified General Conditions; AIA Document A201-2007; (3) the Contractor has provided the Owner with a fully completed, executed and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payments, in the form attached as Exhibit "A" to this Owner's Modified Agreement, AIA Document A101 and (4) the Contractor has submitted an Application for Payment for the retainage. If there are insufficient funds remaining in the Contract Sum to both pay the normal retainage and cover the value assigned to the Punch List (as set forth in Section 9.8.5 of the Owner's Modified General Conditions), then the Owner shall withhold payment of the normal retainage to the extent necessary to cover the shortfall. If the value of the Punch List (as set forth in Section 9.8.5 of the Owner's Modified General Conditions) exceeds the funds remaining in the Contract Sum, including the normal retainage, Contractor shall not be entitled to the payment of any normal retainage. Instead, Contractor and/or its Surety shall be liable for and shall pay the shortfall to the Owner.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site. There shall be no reduction or limitation of retainage.

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

...

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, less any applicable Liquidated Damages, shall be made by the Owner to the Contractor ~~when~~ only after:

- .1 the Contractor has ~~fully performed the Contract~~ fully, completely and satisfactorily performed the Contract, except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, as Modified by the Owner, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.
- .3 all of the requirements set forth in Sections 9.10.2, 9.10.2.1 and 9.10.2.2 of AIA Document A201-2007, as Modified by the Owner, have been satisfied;
- .4 the Contractor has provided the Owner with a fully completed, executed and notarized Contractor's Unconditional Waiver of Lien Upon Final Payment, in the form attached hereto as Exhibit "B."

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30~~ forty-five (45) days after the issuance of the Architect's final Certificate for Payment, ~~or as follows:~~ which shall only be issued after all of the requirements set forth in Section 5.2.1 have been satisfied.

PAGE 6

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, ~~unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

as Modified by the Owner.

...

For any Claim subject to, but not resolved by, optional mediation pursuant to Section 15.3 of AIA Document A201-2007, as Modified by the Owner, the method of binding dispute resolution shall be as follows:

...

~~—~~  Litigation in a court of competent jurisdiction

...

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as Modified by the Owner, or as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear ~~interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located~~ no interest.

*(Insert rate of interest agreed upon, if any.)*

—%

...

Jacobs/CSRS Program Management  
909 Poydras Street, Suite 1200  
New Orleans, LA 70112  
Phone: (504) 592-0140

PAGE 7

§ 8.6.1 Contractor agrees not to and shall not discriminate in its employment practices, and will render services under the Contract without regard to race, age, color, religion, sex, national origin, veteran status, political affiliation, disabilities or sexual orientation.

§ 8.6.2 Any act of discrimination committed by Contractor, or failure to comply with the applicable statutory obligations identified in Section 8.6.1 above and elsewhere in the Contract Documents shall be grounds for the Owner to terminate this Contract.

§ 8.6.3 Contractor's violation of any federal or state law shall be grounds for the Owner to terminate this Contract.

§ 8.6.4 The Agreement, the Contract Documents and any and all claims or causes of action arising out of or related to the Project and/or the Contract Documents shall be governed by the laws of the State of Louisiana, without regard to its conflicts of laws principles.

§ 8.6.5 The Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole and exclusive jurisdiction and venue over any action arising out of or related to the Agreement, the Project, and/or the Contract Documents, with no right to a trial by jury, and with specific and informed waiver of any right to a trial by jury. In the event of diversity for purposes of federal court jurisdiction or any other cause of action that may allow for federal court jurisdiction or venue, the Contractor, its Surety, its Sub-contractors and suppliers all specifically waive the right to file, transfer or try in federal court any claim or cause of action arising out of or related to this Contract, the Project, and/or the Contract Documents, in favor of the sole and exclusive jurisdiction and venue in the Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

§ 8.6.6 It is mutually agreed by the Contractor and the Owner, as a material consideration in entering into this Contract, that Modifications made to this Agreement (AIA A101), the General Conditions (AIA A201) and any other Contract Documents shall not be construed against the maker of such Modifications.

...

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and ~~Contractor~~Contractor as Modified by the Owner.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for ~~Construction~~Construction, as Modified by the Owner

§ 9.1.3 The Supplementary and other Conditions of the ~~Contract~~Contract, are as included in the Project Manual.

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
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...

Title of Specifications exhibit:

...

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
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...

Title of Drawings exhibit:

<u>Number</u>	<u>Title</u>	<u>Date</u>
---------------	--------------	-------------

PAGE 8

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

...

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

(i) Bidding Documents, as listed in the Instructions to Bidders, specifically including without limitation, the Instructions to Bidders, the Advertisement for Bids, all sample forms included in the Project Manual., all completed forms submitted by the Contractor as required by the Instructions to Bidders, the Contractor's Bid Package/Proposal, and any Addenda relating to the Bidding Requirements.

...

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document ~~A201–2007~~A201–2007, as Modified by the Owner. All of those detailed requirements of Article 11 are incorporated herein by reference, as if fully set forth herein, and shall not be repeated here, and shall be complied with fully and completely.

...

Type of insurance or bond

Limit of liability or bond amount ~~(\$0.00)~~(\$ 0.00)

...

This Agreement entered into as of the day and year first written ~~above~~above, and is executed in seven (7) original forms, one of which shall be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

\_\_\_\_\_  
*OWNER (Signature)*

John White  
State Superintendent of Education  
*(Printed name and title)*

\_\_\_\_\_  
*CONTRACTOR (Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*OWNER (Signature)*

Patrick Dobard  
Superintendent of Recovery School District  
*(Printed name and title)*

\_\_\_\_\_  
*CONTRACTOR (Signature)*

\_\_\_\_\_  
*(Printed name and title)*

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Sherri Lynn Boykin, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:34:13 on 02/01/2012 under Order No. 0943138939\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

**EXHIBIT "A"**

**To Agreement and General Conditions Between Owner and Contractor  
Regarding \_\_\_\_\_ [IDENTIFY PROJECT] \_\_\_\_\_  
Dated \_\_\_\_\_, 201\_**

**CONTRACTOR'S CONDITIONAL  
WAIVER OF LIEN FOR CURRENT PROGRESS PAYMENT  
and  
UNCONDITIONAL WAIVER OF  
LIEN FOR PRIOR PROGRESS PAYMENTS**

STATE OF LOUISIANA

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

PARISH OF ORLEANS

The Undersigned is a General Contractor, Subcontractor, materialman, or other person furnishing labor, services or materials pursuant to that Contract dated \_\_\_\_\_, 201\_, between the State of Louisiana, Department of Education (the "Owner") and Undersigned (the "Contractor"), for Work performed on the \_\_\_\_\_ [INSERT PROJECT NAME] in Orleans Parish, Louisiana. Said Contract is for the total amount of \$\_\_\_\_\_, for Work on the following described Property:

**INSERT DESCRIPTION OF PROPERTY**

Contractor submits this Conditional Waiver of Lien Upon Current Progress Payment and Unconditional Waiver of Lien Upon Prior Progress Payments in connection with that Application for Payment dated \_\_\_\_\_ [INSERT PAY APP DATE] submitted by Contractor to Owner in the amount of \$\_\_\_\_\_ [INSERT PAY APP AMOUNT].

In consideration of receipt of the sum of the current Application for Payment, \$\_\_\_\_\_, the Contractor hereby waives, releases, relinquishes and quitclaims, in favor of Owner and its successors and assigns, and all persons or entities with any legal or equitable interest in the above-referenced Property, any and all right that Contractor has or may have to lien and claim a lien for all work performed and all costs or expenses incurred, including all labor, services and materials furnished, on the above-referenced Property, up to and including the date of this Waiver of Lien, except for the payment of retainage. This Conditional Waiver of Lien for Current Progress Payment is conditioned upon the Owner's payment to the Contractor being paid in good and sufficient funds by the Bank upon which it is drawn to the account of the Contractor. Once said Bank has made such payment, this Waiver of Lien for Current Progress Payment shall become Unconditional.

Contractor hereby attests that all amounts on prior Applications for Payment have been received from the Owner, and are deemed paid in full, such payments totaling \$\_\_\_\_\_

as of the date of this Waiver of Lien. In consideration of receipt of these sums, the Contractor hereby unconditionally waives, releases, relinquishes and quitclaims, in favor of Owner and its successors and assigns, and all persons or entities with any legal or equitable interest in the above-referenced Property, any and all right that Contractor has or may have to lien and claim a lien for all work performed and all costs or expenses incurred, including all labor, services and materials furnished, on the above-referenced Property, up to and including the date of this Waiver of Lien, except for the payment of retainage.

Undersigned does hereby attest that he/she is duly authorized to act on behalf of the Contractor, and further does hereby certify that every performance of labor and/or items of material for which the Contractor is requesting payment has been performed in strict accordance with the terms and conditions of the hereinabove referenced Contract, and that all labor and/or materials for which this payment is requested has been performed and/or delivered as of the date hereinabove mentioned. Further, any and all contractors, subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the undersigned for use or incorporation into the construction of the improvements to the Property have been paid and satisfied in full, including payments made on equipment in use on the Project, including that on rental and lease purchase agreements, excepting only amounts in the current Application for Payment dated \_\_\_\_\_, and retainage, if any, thereon. Contractor further attests that there are no outstanding claims of any character arising out of, or related to, the Contractor's activities on, or improvements to, the Property.

This Waiver constitutes a representation by the undersigned, for and on behalf of the firm or company listed below, that the payments referenced above, once received, constitute full and complete payment for all work performed, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overhead, home office overhead, interest on capital, profit, and general conditions costs) relative to the work or improvements at the Property as of the date of this Waiver, except for the payment of retainage. The undersigned hereby specifically waives, quitclaims and releases any Claim, as that term is defined in the Contract Documents, for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the Owner, or any other person or entity with a legal or equitable interest in the Property, as of the date of this Waiver, except as follows:

[INSERT EXCEPTIONS, IF ANY]

---

This Waiver is specifically made for the benefit of the Owner, and may be relied upon unconditionally by the Owner.

In Witness hereof, the undersigned signatory, acting for and on behalf of the firm or company listed below, and all of its laborers, subcontractors and suppliers, has placed his hand and seal.

CONTRACTOR: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me, this \_\_\_\_ day of \_\_\_\_\_, 201\_.

---

NOTARY PUBLIC in and for the  
PARISH OF \_\_\_\_\_  
STATE OF LOUISIANA



**EXHIBIT "B"**  
**To Agreement and General Conditions Between Owner and Contractor**  
**Regarding \_\_\_\_\_ [IDENTIFY PROJECT] \_\_\_\_\_**  
**Dated \_\_\_\_\_, 201\_**

**CONTRACTOR'S UNCONDITIONAL**  
**WAIVER OF LIEN UPON FINAL PAYMENT**

STATE OF LOUISIANA

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

PARISH OF ORLEANS

The Undersigned is a General Contractor, Subcontractor, materialman, or other person furnishing labor, services or materials pursuant to that Contract dated \_\_\_\_\_, 201\_, between the State of Louisiana, Department of Education (the "Owner") and Undersigned (the "Contractor"), for Work performed on the \_\_\_\_\_ [INSERT PROJECT NAME] in Orleans Parish, Louisiana. Said Contract is for the total amount of \$\_\_\_\_\_, for Work on the following described Property:

INSERT DESCRIPTION OF PROPERTY

Contractor submits this Unconditional Waiver of Lien Upon Final Payment and in connection with its Final Application for Payment dated \_\_\_\_\_ [INSERT PAY APP DATE] submitted by Contractor to Owner in the amount of \$\_\_\_\_\_ [INSERT PAY APP AMOUNT].

In consideration of receipt of the sum of the Final Application for Payment, \$\_\_\_\_\_, the Contractor hereby unconditionally waives, releases, relinquishes and quitclaims, in favor of Owner and its successors and assigns, and all persons or entities with any legal or equitable interest in the above-referenced Property, any and all right that Contractor has or may have to lien and claim a lien for all work performed and all costs or expenses incurred, including all labor, services and materials furnished, on the above-referenced Property, up to and including the date of this Waiver of Lien.

Contractor hereby attests that all amounts on prior Applications for Payment have been received from the Owner, and are deemed paid in full, such payments totaling \$\_\_\_\_\_ as of the date of this Unconditional Waiver of Lien Upon Final Payment. In consideration of receipt of these sums, the Contractor hereby unconditionally waives, releases, relinquishes and quitclaims, in favor of Owner and its successors and assigns, and all persons or entities with any legal or equitable interest in the above-referenced Property, any and all right that Contractor has or may have to lien and claim a lien for all work performed and all costs or expenses incurred, including all labor, services and materials furnished, on the above-referenced Property.

Undersigned does hereby attest that he/she is duly authorized to act on behalf of Contractor, and further does hereby certify that every performance of labor and/or items of

material for which the Contractor is requesting payment has been performed in strict accordance with the terms and conditions of the hereinabove referenced Contract, and that all labor and/or materials for which this payment is requested has been performed and/or delivered. Further, any and all contractors, subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the undersigned for use or incorporation into the construction of the improvements to the Property have been paid and satisfied in full, including payments made on equipment in use on the Project, including that on rental and lease purchase agreements. Contractor further attests that there are no outstanding claims of any character arising out of, or related to, the Contractor's activities on, or improvements to, the Property.

This Waiver constitutes a representation by the undersigned, for and on behalf of the firm or company listed below, that the payments referenced above, once received, constitute full and complete payment for all work performed, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overhead, home office overhead, interest on capital, profit, and general conditions costs) relative to the work or improvements at the Property. The undersigned hereby specifically waives, quitclaims and releases any Claim, as that term is defined in the Contract Documents, for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the Owner, or any other person or entity with a legal or equitable interest in the Property, relative to the Work or improvements at the Property. This Waiver is specifically made for the benefit of the Owner, and may be relied upon unconditionally by the Owner.

In Witness hereof, the undersigned signatory, acting for and on behalf of the firm or company listed below, and all of its laborers, subcontractors and suppliers, has placed his hand and seal.

CONTRACTOR: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me, this \_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
PARISH OF \_\_\_\_\_  
STATE OF LOUISIANA

---

**NAME OF PROJECT**

---

**PROJECT NUMBER**

---

**DATE OF BID**

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

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

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

(a) Public bribery (R.S. 14:118)

(c) Extortion (R.S. 14:66)

(b) Corrupt influencing (R.S. 14:120)

(d) Money laundering (R.S. 14:230)

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  
(R.S.14:67.20)

(h) Contractors; misapplication of  
payments (R.S. 14:202)

(d) False accounting (R.S. 14:70)

(i) Malfeasance in office (R.S. 14:134)

(e) Issuing worthless checks (R.S. 14:71)

---

**NAME OF BIDDER**

---

**NAME OF AUTHORIZED SIGNATORY OF BIDDER**

---

**DATE**

---

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER**

---

**SIGNATURE OF AUTHORIZED  
SIGNATORY OF BIDDER**

**SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_ DAY OF \_\_\_\_\_, 2012:**

---

**NOTARY PUBLIC**



**SALES TAX EXEMPTION CONTRACT**

STATE OF LOUISIANA  
PARISH OF ORLEANS

CONTRACT FOR LA R.S. 47:301(8)( c) SALES AND TAX EXEMPTION

WHEREAS \_\_\_\_\_ (\_\_\_\_\_), Contractor, has been awarded a Contract with \_\_\_\_\_ (the District), a public entity/political subdivision, in accord with the LA public bid Law for the following public project:

\_\_\_\_\_ Referred to as the Project.

WHEREAS \_\_\_\_\_, and/or its subcontractors on this project, in their execution of the Project will use and/or purchase tangible property and/or goods which will be consumed in completing the Project or which will be incorporated into the Project;

WHEREAS \_\_\_\_\_, and/or its subcontractors on this project, in bidding on the Project, did not include sales and use taxes on tangible property and/or goods which will be consumed in completing the Project or which will be incorporated into the Project;

WHEREAS \_\_\_\_\_, the District, wishes to avail itself of the sales and use tax exemption afforded to it by LA R.S. 47:301(8)(c);

WHEREAS the District wishes to avoid paying sales and use taxes when it has no legal obligation to do so;

WHEREAS the District's unnecessary payment of sales and use taxes could be a violation of its duty to prudently administer the public funds in its charge;

WHEREAS the parties may avoid the unnecessary payment of sales and use taxes if \_\_\_\_\_ and/or its subcontractors on this project act as the District's agent and/or instrumentality for the purchase and/or use of tangible property which will be consumed in completing the Project or which will be incorporated into the Project;

WHEREAS \_\_\_\_\_ and its subcontractors on this project and the District mutually agree to a contract of agency and/or instrumentality between them for the purchase and/or use of tangible property which will be consumed in completing the Project or which will be incorporated into the Project and thereby avoid the unnecessary payment of sales and/or use taxes;

NOW THEREFORE the District appoints \_\_\_\_\_ and its subcontractors on this project as its agent and/or instrumentality for purposes of the purchase and/or use of tangible property which will be consumed in completing the Project or which will be incorporated into the Project subject to the following conditions:

All purchases under this Contract shall be made from the public funds paid to \_\_\_\_\_ and/or its subcontractors on this project and shall be charged to the contract price for the Project. \_\_\_\_\_ and/or its subcontractors on this project shall obtain invoices for all purchases made under this Contract. The invoices shall bear the name and number of the Project as listed above. All materials and equipment shall be purchased by \_\_\_\_\_ and/or its subcontractors on this project in the name of the District using funds that are accounted for to the District and that are traced to public funds.

Title to all property purchased under this contract shall immediately pass to the District at the time of the purchase, but \_\_\_\_\_ and/or its subcontractors on this project shall be the depositary or custodian of the property until the District accepts the Project as substantially complete at which time this Contract shall terminate.

In the event that \_\_\_\_\_ and/or its subcontractors on this project are subject to a sales or use tax audit by either the State of Louisiana or a local government subdivision and the taxing authority assess taxes on any materials or equipment incorporated into the Project or use in its work, the District shall be responsible for defending the tax-exempt status or the purchases at issue. Moreover, should the taxing authority prevail in imposing its sales or use tax, the District shall be ultimately liable for remitting to the taxing authority the taxes, interest and penalties ultimately found due unless \_\_\_\_\_ and/or its subcontractors on this project have failed to comply with this contract.

This Contract does not limit or otherwise alter Contractor's responsibilities (1) to fully insure materials and equipment to be furnished by Contractor; (2) to insure the work at all times prior to substantial completion; (3) to fully warrant all materials and equipment furnished by Contractor; (4) to alter the method or time frames for payments established under the Project; (5) to change the rights of the District to accept or reject the work or any part thereof or alter the manner or time frames in which inspections may be made by the engineer or the architect on behalf of the District; (6) to provide for the safety and protection of materials and equipment whether in storage on or off the site and regardless whether titled to the contracting agency as part of the work; (7) to maintain liability and property insurance, specifically including coverage for damages to the materials and equipment prior to final acceptance and claims for damages because of bodily injury, sickness, or death of any of \_\_\_\_\_'s and/or its subcontractors on this project employees or any person other than \_\_\_\_\_'s and/or its subcontractors on this project employees; (8) to properly correct the work as required by the

engineer or the architect or diminish the District's and engineers or architect's right to reject any portions of the work.

\_\_\_\_\_ accepts its appointment as indicated by the signature of its authorized agent on the date shown below. The subcontractors of \_\_\_\_\_ on this project shall accept this appointment by their execution of a subcontract with \_\_\_\_\_ to which this Sales Tax Exemption Agreement shall be incorporated by reference and attached as an Exhibit thereto.

_____	_____	_____
CONTRACTOR	WITNESS	DATE
	_____	_____
	WITNESS	DATE

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

_____	_____	_____
RECOVERY SCHOOL DISTRICT	WITNESS	DATE
	_____	_____
	WITNESS	DATE

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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





# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Performance Bond

**CONTRACTOR:**

(Name, legal status and address)

**SURETY:**

(Name, legal status and principal place of business)

**OWNER:**

(Name, legal status and address)

State of Louisiana  
Department of Education  
Recovery School District  
1641 Poland Avenue  
New Orleans, LA 70117

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

(Name and location)

RSD Templates

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

None

YES

See Text of Bond, and Section 16.

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

Signature: \_\_\_\_\_

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: \_\_\_\_\_

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:****OWNER'S REPRESENTATIVE:**

Jacobs/CSRS Program Management  
909 Poydras Street, Suite 1200  
New Orleans, LA 70112  
Phone: (504) 592-0140

**ADDITIONS AND DELETIONS:**

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

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

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

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor fully, completely and satisfactorily performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract, as reduced by costs and/or damages resulting from the Contractor's Default, to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Init.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 The Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana, shall have exclusive jurisdiction and venue in any action arising under this Bond. The prescriptive periods provided by Louisiana law shall apply.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor, as defined in Article 1 of the Agreement Between Owner and Contractor, AIA Document A101-2007, as modified by the Owner.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Init.

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User Notes:

(1952788277)

§ 16 Modifications to this bond are as follows:

16.1 Modifications to this bond are reflected in the text of this bond, directly in the affected sections.

16.2 By issuing and executing this Bond, as reflected by the signature(s) below, Surety represents and agrees that it complies with all applicable Louisiana laws governing Sureties, including but not limited La. R.S. 38:2219, and with Article 8 of the Instructions to Bidders (which Instructions are part of the defined Contract Documents).

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

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

# Additions and Deletions Report for AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:38:46 on 02/01/2012.

## PAGE 1

State of Louisiana  
Department of Education  
Recovery School District  
1641 Poland Avenue  
New Orleans, LA 70117

...

### RSD Templates

...

Modifications to this Bond:  None  YES See Section 16 Text  
of Bond, and  
Section 16.

...

**AGENT or BROKER:** ~~(Architect, Engineer or other party)~~ **OWNER'S REPRESENTATIVE:**  
Jacobs/CSRS Program Management  
909 Poydras Street, Suite 1200  
New Orleans, LA 70112  
Phone: (504) 592-0140

## PAGE 2

§ 2 If the Contractor fully, completely and satisfactorily performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

...

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. ~~If the Surety timely requests a conference, the Owner shall attend.~~ Unless

the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

...

- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction ~~Contract-Contract~~, as reduced by costs and/or damages resulting from the Contractor's Default, to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, ~~except to the extent the Surety demonstrates actual prejudice.~~obligations.

### PAGE 3

~~§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.~~The Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana, shall have exclusive jurisdiction and venue in any action arising under this Bond. The prescriptive periods provided by Louisiana law shall apply.

...

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and ~~Contractor-Contractor~~, as defined in Article 1 of the Agreement Between Owner and Contractor, AIA Document A101-2007, as modified by the Owner.

### PAGE 4

16.1 Modifications to this bond are reflected in the text of this bond, directly in the affected sections.

16.2 By issuing and executing this Bond, as reflected by the signature(s) below, Surety represents and agrees that it complies with all applicable Louisiana laws governing Sureties, including but not limited La. R.S. 38:2219, and with Article 8 of the Instructions to Bidders (which Instructions are part of the defined Contract Documents).

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Sherri Lynn Boykin, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:38:46 on 02/01/2012 under Order No. 0943138939\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*





# AIA® Document A312™ – 2010

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

State of Louisiana  
Department of Education  
Recovery School District  
1641 Poland Avenue  
New Orleans, LA 70117

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

*(Name and location)*

RSD Templates

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond:

None

See Text of Bond, and Section 18.

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

**SURETY**

Company: *(Corporate Seal)*

Signature: \_\_\_\_\_

Name and

Title:

*(Any additional signatures appear on the last page of this Payment Bond.)*

Signature: \_\_\_\_\_

Name and

Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:****OWNER'S REPRESENTATIVE:**

Jacobs/CSRS Program Management  
909 Poydras Street, Suite 1200  
New Orleans, LA 70112  
Phone: (504) 592-0140

**ADDITIONS AND DELETIONS:**

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

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

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

Init.

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User Notes:

(1849912145)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, all in conformity with and as required by the Construction Contract Documents, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 The Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana, shall have exclusive jurisdiction and venue in any action arising under this Bond. The prescriptive periods provided by Louisiana law shall apply.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor, as defined in Article 1 of the Agreement Between Owner and Contractor, AIA Document A101-2007, as modified by the Owner.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

18.1 Modifications to this bond are reflected in the text of this bond, directly in the affected sections.

18.2 By issuing and executing this Bond, as reflected by the signature(s) below, Surety represents and agrees that it complies with all applicable Louisiana laws governing Sureties, including but not limited La. R.S. 38:2219, and with Article 8 of the Instructions to Bidders (which Instructions are part of the defined Contract Documents).

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

Address:

Signature: \_\_\_\_\_

Name and Title:

Address:

# Additions and Deletions Report for AIA® Document A312™ – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:37:08 on 02/01/2012.

## PAGE 1

State of Louisiana  
Department of Education  
Recovery School District  
1641 Poland Avenue  
New Orleans, LA 70117

...

### RSD Templates

...

Modifications to this Bond:  None  YES See ~~Section 18~~Text of Bond, and Section 18.

...

AGENT or BROKER: (Architect, Engineer or other party) OWNER'S REPRESENTATIVE:

Jacobs/CSRS Program Management  
909 Poydras Street, Suite 1200  
New Orleans, LA 70112  
Phone: (504) 592-0140

## PAGE 2

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, all in conformity with and as required by the Construction Contract Documents, then the Surety and the Contractor shall have no obligation under this Bond.

## PAGE 3

~~§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were~~

furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable. The Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana, shall have exclusive jurisdiction and venue in any action arising under this Bond. The prescriptive periods provided by Louisiana law shall apply.

PAGE 4

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor-Contractor, as defined in Article 1 of the Agreement Between Owner and Contractor, AIA Document A101-2007, as modified by the Owner.

...

18.1 Modifications to this bond are reflected in the text of this bond, directly in the affected sections.

18.2 By issuing and executing this Bond, as reflected by the signature(s) below, Surety represents and agrees that it complies with all applicable Louisiana laws governing Sureties, including but not limited La. R.S. 38:2219, and with Article 8 of the Instructions to Bidders (which Instructions are part of the defined Contract Documents).

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Sherri Lynn Boykin, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:37:08 on 02/01/2012 under Order No. 0943138939\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Payment Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



# DRAFT AIA<sup>®</sup> Document G701<sup>™</sup> - 2001

## Change Order

<u>PROJECT (Name and address):</u>	CHANGE ORDER NUMBER: 001 DATE: February 21, 2008	OWNER: <input type="checkbox"/>
<u>TO CONTRACTOR (Name and address):</u>	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:  
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	0.00

The Contract Time will be increased by Zero ( 0 ) days.  
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>ARCHITECT (Firm name)</u>	<u>CONTRACTOR (Firm name)</u>	<u>OWNER (Firm name)</u>
<u>ADDRESS</u>	<u>ADDRESS</u>	<u>ADDRESS</u>
<u>BY (Signature)</u>	<u>BY (Signature)</u>	<u>BY (Signature)</u>
<u>(Typed name)</u>	<u>(Typed name)</u>	<u>(Typed name)</u>
<u>DATE</u>	<u>DATE</u>	<u>DATE</u>



# Change Order

PROJECT:

PROJECT No.:

Change Order:

Date:

Format A: All cost must be inclusive of overhead & profit

How was this related to Hurricane Katrina/Rita?

How may this scope have been unforeseen/hidden condition from the original scope of work?

How change order scope is necessary if it is not related to Hurricanes Katrina/Rita?

Are these changes within the contracts original scope?

These changes are within the contracts original scope in accordance with La. Rev. Stat. 38:2212.

How were these prices determined?

Prices were determined using comparative analysis between the proposal supplied by the contractor and the architect's reasonable cost index for the quantity of work describe in the change order.

## DESCRIPTION OF CHANGE

Item #	Description	Net Amount
--------	-------------	------------

Total		\$ -
-------	--	------

Time Extension		0 days
----------------	--	--------

# Change Order

PROJECT:

PROJECT No.:

Change Order:

Date:

Format B: Must include line item scope and separate pricing for labor, material, profit, insurance.

How was this related to Hurricane Katrina/Rita?

How may this scope have been unforeseen/hidden condition from the original scope of work?

How change order scope is necessary if it is not related to Hurricanes Katrina/Rita?

Are these changes within the contracts original scope?

These changes are within the contracts original scope in accordance with La. Rev. Stat. 38:2212.

How were these prices determined?

Prices were determined using comparative analysis between the proposal supplied by the contractor and the architect's reasonable cost index for the quantity of work describe in the change order.

**DESCRIPTION OF CHANGE**

Item #	Description	Labor	Materials	Equipment	OH&P	Insurance/Bonds	Net Amount
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Time Extension					0 days	

# DRAFT AIA<sup>®</sup> Document G714<sup>™</sup> - 2001

## Construction Change Directive

PROJECT: *(Name and address)*

DIRECTIVE NUMBER: 001

DATE:

CONTRACT FOR: General Construction

TO CONTRACTOR: *(Name and address)*

CONTRACT DATED:

ARCHITECT'S PROJECT NUMBER:

OWNER:

ARCHITECT:

CONSULTANT:

CONTRACTOR:

FIELD:

OTHER:

You are hereby directed to make the following change(s) in this Contract:  
*(Describe briefly any proposed changes or list any attached information in the alternative)*

### PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- Lump Sum decreased of \$ 0.00
- Unit Price of \$            per
- As provided in Section 7.3.3 of AIA Document A201-1997
- As follows:

2. The Contract Time is proposed to (be adjusted). The proposed adjustment, if any, is (an increase of 0 days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

\_\_\_\_\_  
ARCHITECT *(Firm name)*

\_\_\_\_\_  
OWNER *(Firm name)*

\_\_\_\_\_  
CONTRACTOR *(Firm name)*

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
BY *(Signature)*

\_\_\_\_\_  
BY *(Signature)*

\_\_\_\_\_  
BY *(Signature)*

\_\_\_\_\_  
*(Typed name)*

\_\_\_\_\_  
*(Typed name)*

\_\_\_\_\_  
*(Typed name)*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



❖ NOT FOR RECORDATION PURPOSES ❖

The Department of Education  
**RECOMMENDATION OF ACCEPTANCE**

TO: THE DEPARTMENT OF EDUCATION  
Purchasing and Contract Section  
P.O. Box 94064  
Baton Rouge, LA 70804-9064

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?

PORTION 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: THE DEPARTMENT OF EDUCATION  
P.O. Box 94064  
Baton Rouge, LA 70804-9064

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.

❖ NOT FOR RECORDATION PURPOSES ❖

Department of Education  
**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
_____	_____
The Department of Education	Date

Punch List: Attached

None

c: User Agency

❖ NOT FOR RECORDATION PURPOSES ❖



Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
<b>Division 1 – General Requirements</b>								
	Builders Risk						\$0.00	
	General Liability						\$0.00	
	Owners Protective						\$0.00	
	Bonds						\$0.00	
	Project Schedule						\$0.00	
	Project Management Team						\$0.00	
	Labor Burden						\$0.00	
	Project Executive						\$0.00	
	Office Administration						\$0.00	
	LEED Submittal Process Management						\$0.00	
	Reprographics						\$0.00	
	Surveying and Layout						\$0.00	
	Temp Electricity						\$0.00	
	Permanent Power						\$0.00	
	Field Office Facilities						\$0.00	
	Lot Rental						\$0.00	
	Postage and Delivery						\$0.00	
	Drinking Water						\$0.00	
	Dumpster Fee						\$0.00	
	LEED Waste management						\$0.00	
	Temp Toilet						\$0.00	
	Safety Rail Maintenance						\$0.00	
	Project Signage						\$0.00	
	General Cleaning						\$0.00	
	Punch list						\$0.00	
	Final Cleaning						\$0.00	
	Permits						\$0.00	
	Photographic Documentation						\$0.00	
	Commissioning Process						\$0.00	
	LEED Close out Process Management						\$0.00	
	Training Videos						\$0.00	
	O&M Manuals						\$0.00	
	Record Drawings						\$0.00	\$0.00
<b>Division 3 – Concrete</b>								
	Pile caps & grade beams						\$0.00	
	Concrete material						\$0.00	
	Rebar material						\$0.00	
	Slab on grade						\$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
<b>Division 3 – Concrete [Continued]</b>								
	Elevated slab						\$0.00	
	LEED Submittal Process Management						\$0.00	
	LEED Close out Management						\$0.00	\$0.00

<b>Division 4 – Masonry</b>								
	Unit Masonry						\$0.00	
	Area 1 - 1st Floor						\$0.00	
	Area 1 - 2nd Floor						\$0.00	
	Area 1 - 3rd Floor						\$0.00	
	Gymnasium						\$0.00	
	CMU Labor						\$0.00	
	Area 1 - 1st Floor						\$0.00	
	Area 1 - 2nd Floor						\$0.00	
	Area 1 - 3rd Floor						\$0.00	
	Gymnasium						\$0.00	
	Brick Materials						\$0.00	
	Area 1 Exterior						\$0.00	
	Site work						\$0.00	
	Brick Labor						\$0.00	
	Area 1 Exterior						\$0.00	
	Cast Stone Materials						\$0.00	
	Continental Stone						\$0.00	
	Cast Stone Labor						\$0.00	
	Damproofing Materials						\$0.00	
	Damproofing Labor						\$0.00	
	Foam Fill Material						\$0.00	
	Foam Fill Labor						\$0.00	
	Rigid Insulation Material						\$0.00	
	Rigid Insulation Labor						\$0.00	
	Mobilization/ De-Mobilization						\$0.00	
	Bond						\$0.00	
	LEED Submittal Process Management						\$0.00	
	LEED Close out Management						\$0.00	\$0.00

<b>Division 5 – Metals</b>								
	Detailing						\$0.00	
	Embeds						\$0.00	
	Erectable Misc. Metals - Section 1						\$0.00	
<b>Division 5 – Metals {continued}</b>								

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Ladders						\$0.00	
	Misc.						\$0.00	
	Railings						\$0.00	
	Structural Steel Section 1, Floor 1						\$0.00	
	Structural Steel Section 1, Floor 2						\$0.00	
	Structural Steel Section 1, Floor 3						\$0.00	
	Stairs						\$0.00	
	Steel Joists Section 1, Floor 1						\$0.00	
	Steel Joists Section 1, Floor 2						\$0.00	
	Steel Joists Section 1, Floor 3						\$0.00	
	Buy-Outs						\$0.00	
	Erection Section 1, Floor 1						\$0.00	
	Erection Section 1, Floor 2						\$0.00	
	Erection Section 1, Floor 3						\$0.00	
	Cold Formed Metal Framing Section 1, Floor 1						\$0.00	
	Cold Formed Metal Framing Section 1, Floor 2						\$0.00	
	Cold Formed Metal Framing Section 1, Floor 3						\$0.00	
	LEED Submittal Process Management						\$0.00	
	LEED Close out Management						\$0.00	\$0.00

<b>Division 6 – Wood and Plastics</b>		Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Miscellaneous Rough Carpentry						\$0.00	
	Sheathing						\$0.00	\$0.00

<b>Division 7 – Thermal and Moisture Protection</b>		Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Crystalline Waterproofing						\$0.00	
	Bentonite Waterproofing						\$0.00	
	Metal Roof Panels						\$0.00	
	Insulated Core Metal Walls Panels Section1 - south wall						\$0.00	
	Insulated Core Metal Walls Panels Section 1 - west wall						\$0.00	
	Insulated Core Metal Walls Panels Section 1 - north wall						\$0.00	
	Insulated Core Metal Walls Panels Section 1 - east wall						\$0.00	
	Modified Bituminous Membrane Roofing - Section 1						\$0.00	
	Applied Fireproofing - Section 1						\$0.00	
	Penetration Firestopping						\$0.00	
	Joint Sealants						\$0.00	
	LEED Submittal Process Management						\$0.00	
	LEED Closeout Management						\$0.00	\$0.00

<b>Division 8 – Doors and Windows</b>		Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Aluminum-Framed Entrances and Storefronts						\$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Bond						\$0.00	
	Shop Drawings						\$0.00	
	Mobilization						\$0.00	
	Aluminum storefront Section 1 - Floor 1						\$0.00	
	Aluminum storefront Section 1- Floor 2						\$0.00	
	Aluminum storefront Section 1 - Floor 3						\$0.00	
	Break metal						\$0.00	
	Glass Section 1 - Floor 1						\$0.00	
	Glass Section 1 - Floor 2						\$0.00	
	Glass Section 1 - Floor 3						\$0.00	
	Interior glass						\$0.00	
	Caulking						\$0.00	
	Anchors and shims						\$0.00	
	Equip rental and misc.						\$0.00	
	<b>LABOR</b>						\$0.00	
	shop fabrication						\$0.00	
	Field measure						\$0.00	
	interior glazing labor						\$0.00	
	<b>INSTALLATION</b>						\$0.00	
	Floor 1						\$0.00	
	Install framing						\$0.00	
	Install glass						\$0.00	
	face and caulk						\$0.00	
	install doors						\$0.00	
	Floor 2						\$0.00	
	Install framing						\$0.00	
	Install glass						\$0.00	
	face and caulk						\$0.00	
	Floor 3						\$0.00	
	Install framing						\$0.00	
	Install glass						\$0.00	
	face and caulk						\$0.00	
	Interior Frames and Glass						\$0.00	
	Hollow Metal Doors and Frames Floor 1, Hollow Metal Frames						\$0.00	
	Hollow Metal Doors and Frames Floor 1, Hollow Metal Doors						\$0.00	
	Hollow Metal Doors and Frames Floor 2, Hollow Metal Frames						\$0.00	
	Hollow Metal Doors and Frames Floor 2, Hollow Metal Doors						\$0.00	
<b>Division 8 – Doors and Windows [Continued]</b>								
	Hollow Metal Doors and Frames Floor 3, Hollow Metal Frames						\$0.00	
	Hollow Metal Doors and Frames Floor 3, Hollow Metal Doors						\$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Door Hardware Floor 1						\$0.00	
	Door Hardware Floor 2						\$0.00	
	Door Hardware Floor 3						\$0.00	
	Flush Wood Doors Floor 1						\$0.00	
	Flush Wood Doors Floor 2						\$0.00	
	Flush Wood Doors Floor 3						\$0.00	
	Overhead Coiling Doors						\$0.00	
	LEED Submittal Process Management						\$0.00	
	LEED Closeout Management						\$0.00	\$0.00

Division 9 – Finishes		Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Gypsum Board Shaft Wall Assemblies Section 1, Floor 1						\$0.00	
	Gypsum Board Shaft Wall Assemblies Section 1, Floor 2						\$0.00	
	Gypsum Board Shaft Wall Assemblies Section 1, Floor 3						\$0.00	
	Non- Structural Metal Framing Section 1, Floor 1						\$0.00	
	Non- Structural Metal Framing Section 3, Floor 2						\$0.00	
	Non- Structural Metal Framing Section 3, Floor 3						\$0.00	
	Non- Structural Metal Framing Section 2, Floor 1						\$0.00	
	Non- Structural Metal Framing Section 2, Floor 2						\$0.00	
	Non- Structural Metal Framing Section 2, Floor 3						\$0.00	
	Non- Structural Metal Framing Section 1, Floor 1						\$0.00	
	Non- Structural Metal Framing Section 1, Floor 2						\$0.00	
	Portland Cement Plastering Section 3, Floor 1						\$0.00	
	Portland Cement Plastering Section 3, Floor 2						\$0.00	
	Portland Cement Plastering Section 2, Floor 1						\$0.00	
	Non- Structural Metal Framing Section 1, Floor 2						\$0.00	
	Non- Structural Metal Framing Section 1, Floor 3						\$0.00	
	Tile Materials - Section 1						\$0.00	
	Tile Materials - Section 1						\$0.00	
	Tile Labor Section 3						\$0.00	
	Tile Labor Section 2						\$0.00	
	Tile Labor Section 1						\$0.00	
	Carpet Materials						\$0.00	
	Carpet Labor						\$0.00	
	Resilient Materials						\$0.00	
	Resilient Labor						\$0.00	
	Acoustical Panel Ceilings Section 3, Floor 1						\$0.00	
<b>Division 9 – Finishes [Continued]</b>								
	Acoustical Panel Ceilings Section 3, Floor 2						\$0.00	
	Acoustical Panel Ceilings Section 1, Floor 1						\$0.00	
	Acoustical Panel Ceilings Section 1, Floor 2						\$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Acoustical Panel Ceilings Section 1, Floor 3						\$0.00	
	Acoustical Panel Ceilings Section 2, Floor 2						\$0.00	
	Acoustical Panel Ceilings Section 2, Floor 3						\$0.00	
	Acoustical Panel Ceilings Section 1, Floor 2						\$0.00	
	Resinous Matrix Terrazzo Flooring Section 3, Floor 1 - Flooring						\$0.00	
	Resinous Matrix Terrazzo Flooring Section 3, Floor 1 - Base						\$0.00	
	Resinous Matrix Terrazzo Flooring Section 3, Floor 2 - Flooring						\$0.00	
	Resinous Matrix Terrazzo Flooring Section 3, Floor 2 - Base						\$0.00	
	Resinous Matrix Terrazzo Flooring Section 3, Floor 3 - Flooring						\$0.00	
	Resinous Matrix Terrazzo Flooring Section 3, Floor 3 - Base						\$0.00	
	Resinous Matrix Terrazzo Flooring Section 2, Floor 1 - Flooring						\$0.00	
	Resinous Matrix Terrazzo Flooring Section 1, Floor 1 - Base						\$0.00	
	Resinous Matrix Terrazzo Flooring Section 1, Floor 1 - Flooring						\$0.00	
	Resinous Matrix Terrazzo Flooring Section 2, Floor 2 - Base						\$0.00	
	Resinous Matrix Terrazzo Flooring Section 1, Floor 1 - Flooring						\$0.00	
	Resinous Matrix Terrazzo Flooring Section 1, Floor 1 - Base						\$0.00	
	Resinous Matrix Terrazzo Flooring Section 1, Floor 2 - Flooring						\$0.00	
	Resinous Matrix Terrazzo Flooring Section 1, Floor 2 - Base						\$0.00	
	Resinous Matrix Terrazzo Flooring Stair Treads & Landings						\$0.00	
	Interior Painting Section 3, Floor 1						\$0.00	
	Interior Painting Section 3, Floor 2						\$0.00	
	Interior Painting Section 3, Floor 3						\$0.00	
	Interior Painting Section 2, Floor 1						\$0.00	
	Interior Painting Section 1, Floor 1						\$0.00	
	Interior Painting Section 1, Floor 2						\$0.00	
	Interior Painting Section 1, Floor 3						\$0.00	
	Interior Painting Section 1, Floor 1						\$0.00	
	Interior Painting Section 1, Floor 2						\$0.00	
	Acoustical Wall Panels Section 2, Floor 2						\$0.00	
	Acoustical Wall Panels Section 1, Floor 2						\$0.00	
	LEED Submittal Process Management						\$0.00	
	LEED Closeout Management						\$0.00	\$0.00

<b>Division 10 – Specialties</b>		Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Visual Display Surfaces						\$0.00	
	Signage						\$0.00	
<b>Division 10 – Specialties [Continued]</b>								
	Toilet Compartments						\$0.00	
	Operable Partitions						\$0.00	
	Wall and Door Protection						\$0.00	
	Fire Extinguisher Cabinets						\$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Metal Lockers						\$0.00	
	Hat and Coat Racks						\$0.00	
	Flagpoles						\$0.00	
	Miscellaneous Specialties						\$0.00	\$0.00

**Division 11 – Equipment**

	Loading Dock Equipment						\$0.00	
	Residential Appliances						\$0.00	
	Food Services Equipment						\$0.00	
	T&S MIXING FAUCET						\$0.00	
	LABOR						\$0.00	
	MARS AIR CURTAIN						\$0.00	
	LABOR						\$0.00	
	CAMBRO SHELVING						\$0.00	
	LABOR						\$0.00	
	CAMBRO DUNNAGE RACKS						\$0.00	
	LABOR						\$0.00	
	WINHOLT CAN RACK						\$0.00	
	LABOR						\$0.00	
	NORLAKE WALK-IN						\$0.00	
	LABOR						\$0.00	
	RDT REFRIGERATION SYS						\$0.00	
	ALL TEMP INSTALLATION						\$0.00	
	LABOR						\$0.00	
	CAMBRO MOBILE SHELVING						\$0.00	
	LABOR						\$0.00	
	CAMBRO DUNNAGE RACKS						\$0.00	
	LABOR						\$0.00	
	CAMBRO SHELVING						\$0.00	
	LABOR						\$0.00	
	ADVANCE FLOOR MOP SINK						\$0.00	
	LABOR						\$0.00	
	ACE POT/PAN SINK W/OVERSHELF						\$0.00	
	T&S FAUCET						\$0.00	

**Division 11 – Equipment [Continued]**

	LABOR						\$0.00	
	ADVANCE HAND SINKS						\$0.00	
	LABOR						\$0.00	
	SPARE NUMBER						\$0.00	
	METRO PROOFER/WARMER						\$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	LABOR						\$0.00	
	CRESCOR PAN RACKS						\$0.00	
	LABOR						\$0.00	
	ACE BAKER'S TABLE						\$0.00	
	LABOR						\$0.00	
	PIPER INGREDIENT BINS						\$0.00	
	LABOR						\$0.00	
	HOBART 60 QUART MIXER						\$0.00	
	LABOR						\$0.00	
	CAMBRO SHELVING						\$0.00	
	LABOR						\$0.00	
	ACE WORK TABLES						\$0.00	
	LABOR						\$0.00	
	BLODGETT CONV OVEN						\$0.00	
	LABOR						\$0.00	
	GROEN BRAISING PAN						\$0.00	
	LABOR						\$0.00	
	GROEN CONV STEAMER						\$0.00	
	LABOR						\$0.00	
	GARLAND 2 BURNER RANGE						\$0.00	
	LABOR						\$0.00	
	ALTO-SHAAM COMBI OVEN/STEAMER						\$0.00	
	LABOR						\$0.00	
	AVTEC UDS SYSTEM						\$0.00	
	LABOR						\$0.00	
	AVTEC HOOD						\$0.00	
	LABOR						\$0.00	
	R&M FIRE SUPP SYSTEM						\$0.00	
	ACE DRAIN TROUGHS						\$0.00	
	LABOR						\$0.00	
	ACE WORKTABLE						\$0.00	
	LABOR						\$0.00	
	ACE WORKTABLE						\$0.00	
	LABOR						\$0.00	
<b>Division 11 – Equipment [Continued]</b>								
	HOBART EQUIP STAND						\$0.00	
	LABOR						\$0.00	
	HOBART SLICER						\$0.00	
	LABOR						\$0.00	
	ACE PREP COUNTER						\$0.00	
	T&S FAUCET						\$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	LABOR						\$0.00	
	ROBOT COUPE FOOD PROCESSOR						\$0.00	
	LABOR						\$0.00	
	MANITOWOC ICE MACHINE						\$0.00	
	LABOR						\$0.00	
	LAKESIDE UTILITY CARTS						\$0.00	
	LABOR						\$0.00	
	TRAULSEN REFRIGERATOR						\$0.00	
	LABOR						\$0.00	
	TRAULSEN WARMERS						\$0.00	
	LABOR						\$0.00	
	SHARP MICROWAVE OVEN						\$0.00	
	LABOR						\$0.00	
	ACE TRAY/SILVERWARE COUNTER						\$0.00	
	LABOR						\$0.00	
	ACE HOT FOOD COUNTERS						\$0.00	
	APW HOT FOOD WELLS						\$0.00	
	HATCO DISPLAY LAMPS						\$0.00	
	LABOR						\$0.00	
	ACE COLD FOOD CTRS						\$0.00	
	DELFIELD COLD PANS						\$0.00	
	LABOR						\$0.00	
	TRUE MILK COOLERS						\$0.00	
	LABOR						\$0.00	
	ACE CASHIER COUNTERS						\$0.00	
	LABOR						\$0.00	
	POS SYSTEM - NIC						\$0.00	
	SPARE NUMBER						\$0.00	
	COOKSON DOOR						\$0.00	
	LABOR						\$0.00	
	ACE SOILED DISHTABLE						\$0.00	
	T&S FAUCET						\$0.00	
	LABOR						\$0.00	
<b>Division 11 – Equipment [Continued]</b>								
	HOBART DISHWASHER						\$0.00	
	LABOR						\$0.00	
	ACE PANT LEG DUCT AND EXHAUST DUCT						\$0.00	
	LABOR						\$0.00	
	ACE CLEAN DISHTABLE						\$0.00	
	LABOR						\$0.00	
	ACE STUDENT HAND SINKS						\$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	T&S FAUCETS						\$0.00	
	LABOR						\$0.00	
	PERFORMANCE BOND						\$0.00	
	Projection Screens						\$0.00	
	Folding and Portable Stages						\$0.00	
	Stage Curtains						\$0.00	
	Gymnasium Equipment						\$0.00	
	Interior Scoreboards						\$0.00	\$0.00

<b>Division 12 – Furnishings</b>								
	Horizontal Louver Blinds						\$0.00	
	Manufactured Wood Casework						\$0.00	
	Library Casework						\$0.00	
	Laboratory Casework						\$0.00	
	Entrance Floor Mats and Frames						\$0.00	
	Telescoping Stands						\$0.00	
	Site Furnishings						\$0.00	\$0.00

<b>Division 14 – Convey Systems</b>								
	Engineering / Pre-production Elevator 1						\$0.00	
	Material Elevator 1						\$0.00	
	Labor Elevator 1						\$0.00	
	Engineering / Pre-production Elevator 2						\$0.00	
	Material Elevator 2						\$0.00	
	Labor Elevator 2						\$0.00	\$0.00

<b>Division 21 – Fire Suppression</b>								
	Submittals						\$0.00	
	Material Section 1 first floor						\$0.00	
	Labor Section 1 first floor						\$0.00	
	Material Section 1 second floor						\$0.00	

<b>Division 21 – [Fire Suppression Continued]</b>								
	labor Section 1 second floor						\$0.00	
	Material Section 2 first floor						\$0.00	
	Labor Section 2 first floor						\$0.00	
	Material Section 2 second floor						\$0.00	
	Labor Section 2 second floor						\$0.00	
	Material Section 2 third floor						\$0.00	
	Labor Section 2 third floor						\$0.00	
	Material Section 3 first floor						\$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Labor Section 3 first floor						\$0.00	
	Material Section 3 second floor						\$0.00	
	Labor Section 3 second floor						\$0.00	
	Material Section 3 third floor						\$0.00	
	Labor Section 3 third floor						\$0.00	\$0.00

**Div. 22 & 23 - Plumbing - HVAC**

	Mobilize						\$0.00	
	Fees						\$0.00	
	Start-Up						\$0.00	
	Submittals/Shop Drawings						\$0.00	
	O&M'S/As-Builts						\$0.00	
	Underground Piping Labor Section 1						\$0.00	
	Underground Piping Material Section 1						\$0.00	
	Plumbing Labor Section 1, Floor 1						\$0.00	
	Plumbing Material Section 1, Floor 1						\$0.00	
	HVAC Piping Labor Section 1, Floor 1						\$0.00	
	HVAC Piping Material Section 1, Floor 1						\$0.00	
	Sheet Metal Labor Section 1, Floor 1						\$0.00	
	Sheet Metal Material Section 1, Floor 1						\$0.00	
	Insulation Labor Section 1, Floor 1						\$0.00	
	Insulation Material Section 1, Floor 1						\$0.00	
	Plumbing Equipment Section 1, Floor 1						\$0.00	
	HVAC Equipment Section 1, Floor 1						\$0.00	
	Thimble and Insert Section 1, Floor 2						\$0.00	
	Plumbing Labor Section 1, Floor 2						\$0.00	
	Plumbing Material Section 1, Floor 2						\$0.00	
	HVAC Piping Labor Section 1, Floor 2						\$0.00	
	HVAC Piping Material Section 1, Floor 2						\$0.00	
	Sheet Metal Labor Section 1, Floor 2						\$0.00	

**Div. 22 & 23 - Plumbing - HVAC {Continued}**

	Sheet Metal Material Section 1, Floor 2						\$0.00	
	Insulation Labor Section 1, Floor 2						\$0.00	
	Insulation Material Section 1, Floor 2						\$0.00	
	Plumbing Equipment Section 1, Floor 2						\$0.00	
	HVAC Equipment Section 1, Floor 2						\$0.00	
	Thimble and Insert Section 1, Floor 3						\$0.00	
	Plumbing Labor Section 1, Floor 3						\$0.00	
	Plumbing Material Section 1, Floor 3						\$0.00	
	HVAC Piping Labor Section 1, Floor 3						\$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	HVAC Piping Material Section 1, Floor 3						\$0.00	
	Sheet Metal Labor Section 1, Floor 3						\$0.00	
	Sheet Metal Material Section 1, Floor 3						\$0.00	
	Insulation Labor Section 1, Floor 3						\$0.00	
	Insulation Material Section 1, Floor 3						\$0.00	
	Plumbing Equipment Section 1, Floor 3						\$0.00	
	HVAC Equipment Section 1, Floor 3						\$0.00	
	Controls Section 1, Floor 1						\$0.00	
	Controls Section 1, Floor 2						\$0.00	
	Controls Section 1, Floor 3						\$0.00	
	Test & Balance Floor 1						\$0.00	
	Test & Balance Floor 2						\$0.00	
	Test & Balance Floor 3						\$0.00	
	LEED Submittal Process						\$0.00	\$0.00

Division 26 – Electrical								
	Electrical Wall Rough-In Section 1, Floor 1						\$0.00	
	Electrical Overhead Rough-In Section 1, Floor 1						\$0.00	
	Install Light Fixtures Section 1, Floor 1						\$0.00	
	Install Intercom Equipment Section 1, Floor 1						\$0.00	
	Install Fire Alarm Section 1, Floor 1						\$0.00	
	Electrical Trim-Out Section 1, Floor 1						\$0.00	
	Pull Electrical Wire Section 1, Floor 1						\$0.00	
	Install Cameras/Security Fixtures Section 1, Floor 1						\$0.00	
	Electrical Wall Rough-In Section 1, Floor 2						\$0.00	
	Electrical Overhead Rough-In Section 1, Floor 2						\$0.00	
	Install Light Fixtures Section 1, Floor 2						\$0.00	
	Install Intercom Equipment Section 1, Floor 2						\$0.00	
	Install Fire Alarm Section 1, Floor 2						\$0.00	
	Electrical Trim-Out Section 1, Floor 2						\$0.00	
Division 26 – Electrical {Continued}								
	Pull Electrical Wire Section 1, Floor 2						\$0.00	
	Install Cameras/Security Fixtures Section 1, Floor 2						\$0.00	
	Electrical Wall Rough-In Section 1, Floor 3						\$0.00	
	Install Chillers/Pumps/Mech Equip Section 1, Floor 3						\$0.00	
	Set Electrical Panels and Equip Section 1, Floor 3						\$0.00	
	Pull Electrical Wire Section 1, Floor 3						\$0.00	
	Install Light Fixtures Section 1, Floor 3						\$0.00	
	Set Generator Section 1 - Roof						\$0.00	
	Electrical Penetrations Section 1 - Roof						\$0.00	
	Electrical Site Utilities - Duct Bank to Transformer Site Work						\$0.00	

Division	Description	Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Electrical Underground Section 1 - Parking						\$0.00	
	Electrical Underground Section 1						\$0.00	
	Furnish & Delivery Lighting Fixtures Section 1, Floor 1						\$0.00	
	Furnish & Delivery Lighting Fixtures Section 1, Floor 2						\$0.00	
	Furnish & Delivery Lighting Fixtures Section 1, Floor 3						\$0.00	
	Furnish & Delivery of Electrical Gear						\$0.00	
	Furnish & Deliver Generator Set						\$0.00	
	Furnish & Deliver Lightning Protection						\$0.00	
	Direct Job Costs (Permit Fees, Mobilization, etc.)						\$0.00	
	Temporary Power						\$0.00	
	Submittals						\$0.00	
	LEED Submittal Process						\$0.00	\$0.00

Div. 31 - Earthwork		Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Site work						\$0.00	
	Termite Control						\$0.00	
	Timber Piles Section 1						\$0.00	
	Cut Piles						\$0.00	\$0.00

Div. 32 - Exterior Improvements		Labor	Materials	Equipment	O&HP	Ins/Bonds	Subtotal	Total
	Decorative metal Fencing and Gates						\$0.00	
	Tree Protection Material						\$0.00	
	Tree Protection Labor						\$0.00	
	Turf and Grasses material						\$0.00	
	Turf and Grasses Labor						\$0.00	
	Alt #1 Relocation and Installation of Playground Equipment						\$0.00	\$0.00

<b>Grand Total</b>	<b>\$0.00</b>
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PROJECT NUMBER: \_\_\_\_\_

DUE DATE FOR BIDS: \_\_\_\_\_

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

**AFFIDAVIT**  
**REGARDING E-VERIFY**

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

**BEFORE ME**, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid Parish and State, personally came and appeared \_\_\_\_\_ (hereinafter “Affiant”), who being duly sworn, affirms under oath as follows:

1.

I am of full age of majority and fully competent to testify to the statements contained herein.

2.

I am the duly authorized and lawful representative of \_\_\_\_\_ (hereinafter “Bidder”), which is a private employer bidding on the State of Louisiana, Department of Education, Recovery School District (“RSD”) Public Works Project No. \_\_\_\_\_, seeking the Contract to perform the Work on said Project. My job title with Bidder is \_\_\_\_\_, and I have full authority to attest to the statements contained herein on behalf of Bidder.

3.

As of the date Bids are due bidding on the above-referenced RSD Project, Bidder is registered and participates in the E-Verify status verification system, in order to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

4.

If awarded the Contract, Bidder shall continue, during the term of the Contract, to utilize the E-Verify status verification system, in order to verify the legal status of all new employees in the state of Louisiana.

5.

If awarded the Contract, Bidder shall require all subcontractors to submit to Bidder a sworn affidavit attesting that the subcontractors are registered and participate in the E-Verify status verification system, in order to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens, and that the subcontractors, during the term of the contract, shall utilize the E-Verify status verification system to verify the legal status of all new employees in the state of Louisiana.

6.

I have read this Affidavit and attest that all of the statements contained herein are true and correct. If called to testify as a witness, I will testify as set forth in this Affidavit.

**THUS DONE, READ AND SIGNED** in the Parish of \_\_\_\_\_,

State of Louisiana, on this \_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Title of Affiant

\_\_\_\_\_  
Printed Name of Bidder

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_ DAY OF \_\_\_\_\_, 201\_:

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



# G

# GENERAL

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## SECTIONS

Future Proofing

Hardening Against Water and Wind Damage

Protection Against Insects and Animals

NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)



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## MAINTENANCE and FUTURE-PROOFING

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### FUTURE-PROOFING

The following areas will require attention in the design phase:

- 1) Accessibility to ceiling cavities and interstitial spaces.
- 2) Ability to reconfigure space as curriculum dictates.
- 3) Cable trays and other infrastructure sized to accommodate future expansion.
- 4) Initial placement of systems to allow additional runs.
- 5) Site planning for building additions and expansion
- 6) Architectural and Engineering considerations for building additions and expansion

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NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)

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## **HARDENING AGAINST WATER AND WIND DAMAGE**

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### **SYSTEMS**

No essential systems shall be placed below the agreed-upon flood elevation. Electrical, mechanical, fire alarm, and technology main distribution components shall be placed in areas that will insure their safety and ability to continue effective operation.

### **MATERIALS**

Flooring materials need to be water-resistant both in composition and in installation.

### **ROOFING SYSTEMS**

Roofing systems must be approached as a complete assembly from the main structural supports and must be able to withstand at least 130mph winds and the resulting uplift.

NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)

## HARDENING AGAINST WATER AND WIND DAMAGE

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## PROTECTION AGAINST INSECTS AND ANIMALS

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### DESIGN APPROACH

The District has requirements in place for addressing these issues:

- Formosan termites –
  - Utilize only termite-targeted treated wood at all locations, including concealed blocking.
  - Soil under building slabs and those portions of abutting sidewalks should be treated with approved chemicals to prevent infestation, with provisions for periodic re-treatment.
  - A termite baiting system should be provided.
  
- Birds and Bats
  - Screens must be provided at all windows, louvers, and wall openings to prevent nesting.
  - Open-cell masonry screen walls and similar products that provide nesting areas shall not be used.
  - Do not create perching areas.
  
- Insects, rats and mice
  - Screens must be provided at all windows, louvers, and wall openings to prevent infiltration.
  - All wall penetrations must be filled with backing material and closed with sealants.
  - No elevated planting beds should be placed immediately adjacent to exterior walls.
  - Enclose crawl spaces with an opaque, weather resistant panel or partition. Provide locking access panels for maintenance. Provide required flood vents.

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# C

# CIVIL

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## SECTIONS

Site Design Criteria

Topography

Soil Characteristics

Codes and Zoning

Adjacent Property Facilities

Easements/Rights-of-Way

Site Preparation

Vehicular Access

Vehicular Circulation

Pedestrian Circulation

Bicycle Circulation

Directional Signage

Site Utilities

Mechanical/Electrical Yard

Storm Drainage & Sanitary Sewerage

Exterior Security Provisions

NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)

### SITE DESIGN FACTORS

1. Factors to be used for judging the developmental characteristics and challenges of a site include:
  - a. Site Size
  - b. Flood Elevation
  - c. Topography and Drainage
  - d. Vehicle Access
  - e. Soil Characteristics
  - f. Site Utilities
  - g. Site Preparation
  - h. Codes and Zoning
  - i. Adjacent Property
  - j. Easements/Rights-of-Way
2. The order of the factors does not establish importance or priority of each factor.
3. Where requirements differ between local/state authorities and these guidelines, the project must comply with the greater of the two.

NEW ORLEANS SIGNATURE CENTER CAMPUS (DENHAM SITE)

### SITE DESIGN REQUIREMENTS

1. The specific design requirements address:
  - a. Vehicular circulation
  - b. Pedestrian circulation
  - c. Emergency vehicle access
  - d. Bicycle circulation
  - e. Storm drainage
  - f. Sanitary sewerage
  - g. Directional signage
  - h. Play yards
  - i. Fencing
  - j. Lighting
  - k. Mechanical/electrical yard
  - l. Landscaping
  - m. Exterior security provisions
2. Where items listed are not applicable due to site constraints, confirm extent of site development possibilities with Owner.

NEW ORLEANS SIGNATURE CENTER CAMPUS (DENHAM SITE)

### GENERAL

1. It is imperative that a thorough analysis of the expected flood elevation line be conducted, and first floor height be established based on this information.
2. A relatively level area is required to accommodate buildings, perimeter walks, vehicular circulation, mechanical/service yard, parking areas, outdoor student playgrounds, and physical education areas.
3. There should be sufficient slope across the site to allow for positive drainage to a storm sewer outlet, legal storm drain, or other discharge point.

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NEW ORLEANS SIGNATURE CENTER CAMPUS (PERHAM SITE)

### SOIL CHARACTERISTICS

1. Soil conditions and characteristics may impact total building design.
2. Soil characteristics will determine foundation design, pavement design, storm sewer design, and excavation requirements.
3. Soil drainage characteristics and the presence of high ground water may result in the need for an under drainage system.
4. Erosion characteristics will affect the need for temporary devices, such as silt fence, and permanent devices, such as erosion control blanket and riprap, to prevent topsoil and subsoil loss.

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**CODES AND ZONING**

1. The Design must meet the requirements of the City of New Orleans has the Land Use Plans and Zoning Ordinances.
2. Zoning ordinance sets guidelines and restrictions for items such as building height, setback, fence height, landscaping, screening requirements, placement and design of site signage, and parking requirements.
3. Refer to appropriate sections of the New Orleans Comprehensive Zoning Ordinances (CZA).

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## ADJACENT PROPERTY FACILITIES

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### ADJACENT PROPERTY

1. Screening of noise and views may be required.
2. Consider the safety of children walking to and from the school site and during use of outdoor athletic and play facilities.
3. Adjacent railroad rights-of-way or busy streets may require the use of earth berms, landscaping, and/or fencing.

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## EASEMENTS/RIGHTS-OF-WAY

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### EASEMENTS/RIGHTS-OF-WAY

1. Easements and rights-of-way for roads, sewers, gas, power, water, and oil lines should be researched for potential development restrictions.
2. Consult local, parish, and state highway departments for proposed rights-of-way that are required with the development of a new school.
3. Acquisition of additional rights-of-way may be required to accommodate left turn lanes, tapers, passing blisters, and utility extensions.
4. Presence of an existing legal storm water drain through the site may require replacement or relocation. A legal drain may impact building location on the site.

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### CONSTRUCTION STAGING

1. Adequate space should be available on site for construction staging--location for soil stockpiles, portable field offices, storage of construction materials, recycling bins, and equipment.
2. Minimize negative impacts on surrounding streets and residential property.

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### VEHICULAR ACCESS

1. The site shall be accessible from collector or arterial roads that are suitable for buses, cars, and service vehicles, including both deliveries and dumpster service.
2. Limited access roads that are congested at peak times of arrival and dismissal of students from the school site should not be considered.
3. Two or three entry/exit points into the site are recommended where possible to provide the appropriate separation of car and bus traffic. A high volume of cars at special events may necessitate more than one entry/exit point for safe and efficient circulation.
4. A careful evaluation of vehicular, bicycle, and pedestrian traffic must be performed to reduce the potential hazards of merging, crossing, and turning traffic.
5. Consideration should be given to the necessity and the impacts of special "No-Parking" signs for freight, buses, passenger drop-off, and fire lanes.

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## VEHICULAR CIRCULATION

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### BUS LOADING AND UNLOADING

1. Maintain separate car and bus circulation.
2. Provide space to queue a minimum of 5 buses.
3. Buses should not be required to back up.
4. Provide a curbed sidewalk along the bus drop-off/pick-up lane.
5. Bus pavement shall be concrete.

### VEHICLE DROP-OFF/PICK-UP DRIVE

1. Maintain separation from bus circulation patterns.
2. Maintain one-way traffic with right side of vehicle facing building area that receives passengers.
3. Locate near main building entrance, close to administration office.
4. Pavement is to be concrete. The drive width should be a minimum of 24 feet.
5. Provide necessary signage.

### PARKING

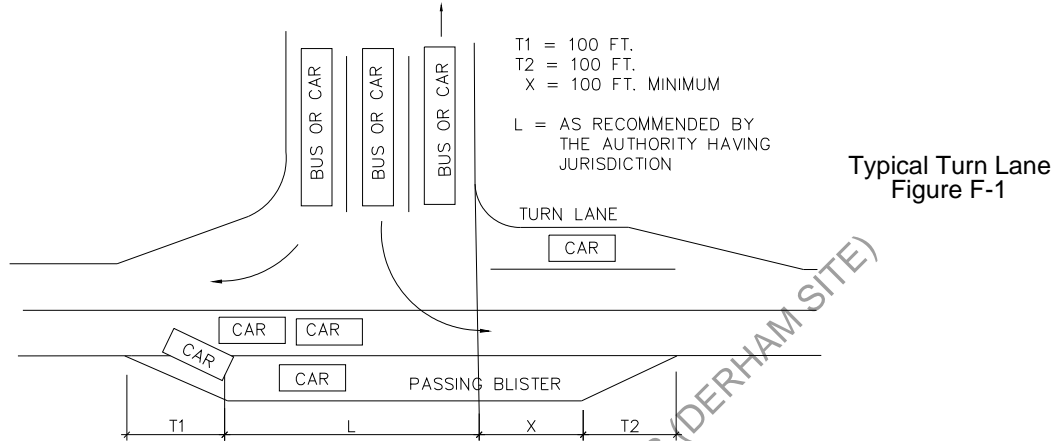
1. Provide a minimum of 10 parking spaces near main building entrance, close to administration.
2. Minimum space size is 9-feet w. by 19-feet long with 24-foot wide aisles.
3. Provide Accessible Parking Spaces per Code.
4. Provide required signage.
5. Provide a minimum of 8 parking spaces near delivery/receiving area for food service and custodial staff.

### DRIVEWAY ENTRANCE

1. Design passing blisters with extended turn lanes.

## VEHICULAR CIRCULATION

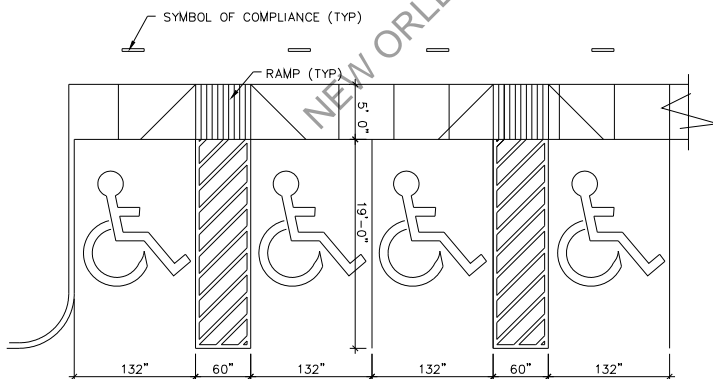
2. Provide left turn lanes and taper lanes as directed by the authority having jurisdiction. See Figure F-1.
3. Provide 2 outgoing lanes and 1 incoming lane for bus exit drive. The minimum width is 30 feet.



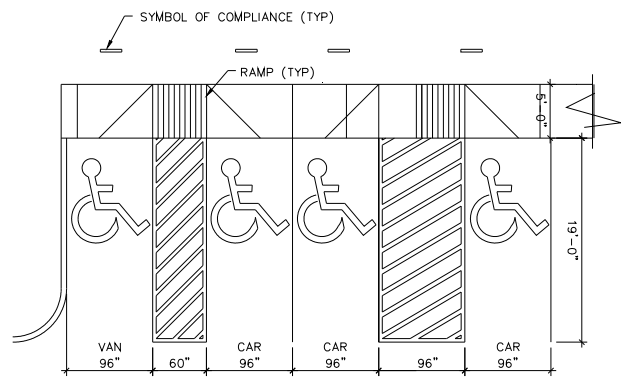
NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)

## ACCESSIBLE PARKING SPACES

1. Comply with the authorities having jurisdiction. Codes may exceed or override the minimum recommendations. Comply with the Americans with Disabilities Act guidelines.
2. Provide a minimum of 1 accessible parking space or 2 percent of the total number of parking spaces in each parking lot (whichever is greater).
3. Locate at least one parking space on the shortest accessible route of travel to the main public building entrance.
4. Accessible pedestrian routes should not cross drives or vehicular parking areas, where possible. If necessary, provide crosswalk painted on pavement and signs to designate pedestrian rights-of-way.
5. Provide universal parking space for all accessible spaces as shown in Figure G-1 or provide typical car parking spaces to be 96 inches with 60-inch wide aisle and van parking spaces to be 96 inches with 96-inch wide aisle as shown in Figure G-2.
6. Provide 1 van parking space for every 8 accessible spaces if universal space is not used.
7. Two adjacent parking spaces may share common access aisle.
8. Provide sign with international symbol at each accessible parking space. Refer to Chapter 3, Section 3207, for signage requirements of typical parking, van parking, and universal parking spaces.



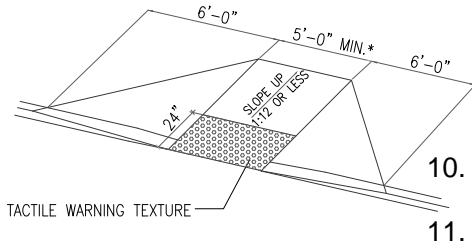
ADA: Universal Parking Space  
Figure G-1



ADA: Typical Car/Van Parking Space  
Figure G-2

## VEHICULAR CIRCULATION

NOTE: INSTALL TACTILE WARNING TEXTURE AT THE TOP OF ALL EXTERIOR STEPS AND RAMPED WALKS THAT EXCEED 1:20 SLOPE, IN A BAND 3'-0" DEEP x WIDTH OF WALK.



Typical Curb Ramp  
Figure G-3

9. Provide curb ramps along accessible route. Ramp is to be a minimum of 5-foot wide with a maximum 1:12 slope, and a maximum 6-inch rise. Flared ramp sides shall not exceed 1:10. If the distance to the back of the ramp is less than 4 feet, sides shall not exceed a 1:12 slope. See Figure G-3.
10. The accessible route is not to exceed a 1:20 slope.
11. Ramp surface is to have medium broom finish, and include detectable warning surface per ADAAG, if not otherwise designated by local codes.

## TRASH PICK-UP AND SERVICE DRIVE

1. Pavement is to be heavy-duty concrete pad area with highway mesh reinforcing for truck front or rear axle dumpster approach.
2. Provide T-turn with 50-foot radius for maneuvering of large trucks. See Figure H-1.
3. Dumpster areas shall be screened with opaque fencing.
4. Provide a pad capable of accommodating two (2) 10 cy front loading dumpster.



T-turn at End of Service Drive  
Figure H-1

## PERIMETER CURBS

1. Provide curbing to separate car and pedestrian circulation routes.

## VEHICULAR CIRCULATION

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2. Locate curbs as required to direct flow of storm water toward storm sewer inlets.
3. Provide curb at planted islands.
4. Provide curbs along drives adjacent to storm detention areas or other abrupt slopes adjacent to drive.
5. Provide wheel stops where parking is perpendicular to edge of pavement and curbs are not used. Do not use wheel stops in front of curbs.
6. Straight curb or curb and gutter may be used.
7. All curb cuts will require the approval of the City Public Works Department.

## TRAFFIC CONTROL

1. Provide adequate signage to promote safety and to facilitate traffic flow.
2. Consider the use of bollards, fencing, and/or landscaping to protect play areas and structure from vehicles in constricted areas.

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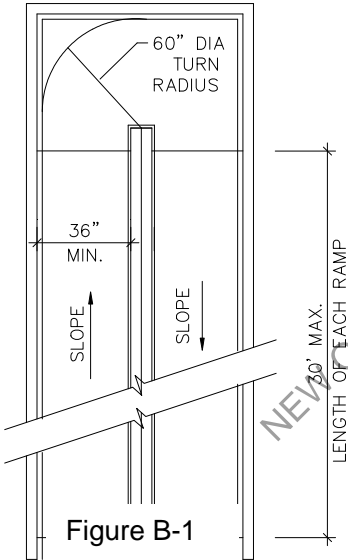
NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)

**PEDESTRIAN CIRCULATION**

**WALKS**

- 1. Provide walks a minimum of 6-foot wide from major drop-off drives to major entrances. Refer to Emergency Vehicle Circulation, for additional requirements.
- 2. Provide walks from the building to public walks if public walks serve the school site. This is a minor connecting walk and is to be a minimum of 4 feet wide.
- 3. Walks are to be reinforced concrete, a minimum of 4-inches thick, with light broom finish.
- 4. Walk slope is to be a minimum of 1 percent and a maximum of 1:20. If walk exceeds 1:20, it shall be designed as a ramp.
- 5. If soil subsidence is a problem, provide a hinging joint at the building.

**RAMPS**



- 1. The maximum slope is 1:12 with a maximum 30-inch rise per ramp segment. There shall be a 36-inch clearance between handrails. The ramp surface is to be non-slip.
- 2. At the top and bottom of each ramp segment, provide a landing at least as wide as the ramp section leading to it. Landing length is a minimum of 60 inches clear. If the direction of the ramp changes, provide 60-inch diameter wheelchair turning radius. See Figure B-1.
- 3. Handrails are to be 1 1/4 inches in diameter, and a minimum of 34 inches to a maximum of 38 inches above the ramp surface. Provide handrails on both sides of ramp and extend the handrails a minimum of 12 inches beyond the top and bottom of each ramp segment. Handrails are to be parallel to the ramp surface.
- 4. If soil subsidence is a problem, pile-support ramps and provide a hinging joint at the walkway.

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### BICYCLE CIRCULATION

1. Provide bicycle parking at all schools. Provide one bike parking spot for every 50 students.
2. Racks should be located within 50 feet of building entrances (where bicyclists would naturally transition into pedestrian mode), if possible.
3. Racks should be installed in a public area within easy viewing distance from the main pedestrian walkway, usually on a wide sidewalk with 5 or more feet of clear sidewalk space remaining (a minimum of 24 inches of clear space from the parallel wall, and 30 inches from the perpendicular wall).
4. Racks are placed to avoid conflicts with pedestrians.
5. Bicycle rack specifications; include rack type, rack spacing and site selection should follow industry best practices as defined in the Association of Pedestrian and Bicycle Professionals (APBP) Bicycle Parking Guidelines. See Attached.
6. Safe bicycle connections should be made from the neighborhood to the school. On-street bicycle improvements should be made in conjunction with the Department of Public Works to establish connections between schools and city's planned bicycle network. These improvements will vary depending on the characteristics of individual streets.

### MIXED BICYCLE AND PEDESTRIAN CIRCULATION

1. Sidewalks with mixed bicycle and pedestrian circulation linking the school to the neighborhood should be at least 6 feet in width and in compliance with ADA requirements.
2. Maintain separation between pedestrians and bicycles on sidewalks. In situations where both users need access, a shared-use path should be constructed with a minimum 6-foot width to accommodate pedestrian traffic and bicycle traffic.

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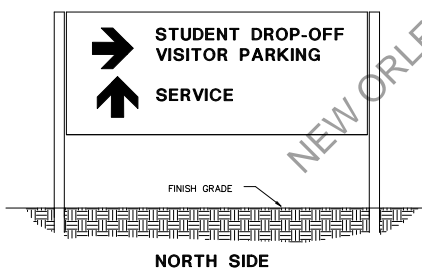
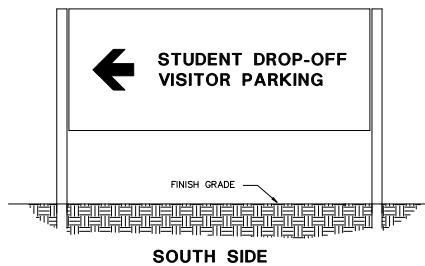
## DIRECTIONAL SIGNAGE

### BUILDING IDENTIFICATION SIGN

1. Provide sign on building face if it is visible from the road.
2. Provide an independent, internally illuminated marquee sign near entry drive or center sign between entrance drives visible to the primary right of way bounding the school site.
3. Sign should be readable from an appropriate distance along the major access road to the site, but should not block view of cars entering or exiting site.
4. Verify with authorities having jurisdiction over signage for any limitations or requirements that may override these design parameters.

### DIRECTIONAL SIGNAGE

1. Provide adequate signage to direct separation of bus loading and unloading areas, staff parking, visitor parking, and vehicle drop-off/pick-up drive.
2. Signage shall provide direction to delivery trucks and other service vehicles.
3. Graphics are to be reflective white on a contrasting background.
4. The design shall be post and panel, low profile.
5. The minimum letter height is 3 inches.
6. Verify with authorities having jurisdiction over signage for any limitations or requirements that may override these design parameters.



Example of Directional Signage  
Figure B-1

## DIRECTIONAL SIGNAGE

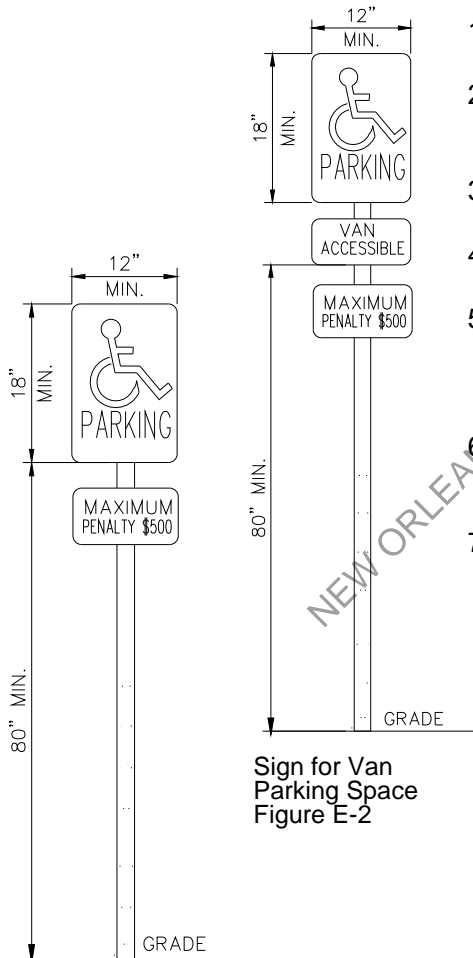
### TRAFFIC REGULATORY SIGNAGE

1. Provide "Stop," "Yield," "No Parking," "One-Way," "Do Not Enter," or other signs as necessary to maintain a fluid traffic stream.
2. Signs, and the installation of signs, are to meet the requirements of the authority having jurisdiction.

### SIGN PLACEMENT

1. All signs placed at all intersections should be checked using appropriate sight distance requirements in accordance with the American Association of State Highway and Transportation Officials Design Guide.

### ACCESSIBLE PARKING SIGNS



Sign for Car Parking or  
"Universal" Parking Space  
Figure E-1

Sign for Van  
Parking Space  
Figure E-2

1. Provide 1 sign for each accessible parking space.
2. Mount signs on posts and locate out of accessible route of travel, centered on each parking space.
3. The minimum height of signs is 80 inches above grade.
4. The minimum sign size is 12 inches wide by 18 inches high.
5. If the universal parking space design is not used, an additional sign will be required at each van accessible space to read "Van Accessible." See Figure E-1 and Figure E-2.
6. All signage and pavement markings should be in accordance with the *Manual of Uniform Traffic Control Devices*.
7. 6" x 12", 18 gauge steel sign with lettering "Maximum Penalty \$500".

**STORM SEWER**

1. Storm water must be detained on site and released at a rate that will not exceed current runoff rates and meets requirements of the authority having jurisdiction.
2. A storm sewer line, legal drain, or other approved outlet should be located close to the site.
3. Consider opportunities for multiple, low-volume detention basins (in lieu of single large-volume basin).

**SANITARY SEWER**

1. An evaluation of the expected sewage impact from the facility is required. The following values are typically used:
  - a. School Population: 20 gallons per student per day
2. Sewage from school buildings shall be discharged into an approved sewage system.

**DOMESTIC WATER**

1. A domestic water system is required. Coordination with The Sewerage and Water Board will be necessary.
2. A flow test will provide data on the available flow in gallons per minute (gpm), static pressure available, and available residual pressure for fire protection systems.
3. It should be noted that local fire departments or water companies may have additional requirements for the incoming service that are specific to that particular community and must be fully investigated by the Site Design Professional.

**GAS SERVICE**

1. The Site Design Professional is required to evaluate the need and method to provide gas service to the building.

**ELECTRICAL**

1. Adequate electrical service must be evaluated for all sites under consideration. The minimum requirement is a 480-volt, 3-phase service.

**PHONE**

1. Coordination with the local Service Provider (SP) will be necessary.
2. Underground Conduit(s) will be required from the SP's facilities or between buildings located on the same campus.
3. Depending on the length of the conduit(s), underground splice points or pulling points (hand-holes or man-holes) may be required.

**CATV**

1. Coordination with the local Service Provider (SP) will be necessary.
2. Underground Conduit(s) will be required from the SP's facilities or between buildings located on the same campus.
3. Depending on the length of the conduit(s), underground splice points or pulling points (hand-holes or man-holes) may be required.

**FIBER/DA-Site**

1. Coordination with the local Service Provider (SP) will be necessary.
2. Underground Conduit(s) will be required from the SP's facilities or between buildings located on the same campus.
3. Depending on the length of the conduit(s), underground splice points or pulling points (hand-holes or man-holes) may be required.

## **MECHANICAL/ELECTRICAL YARDS**

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### **SURFACE TREATMENT**

1. Provide 3-inch deep stone over woven geotextile and underdrain tubing between equipment pads in mechanical/electrical yard areas.

### **PERIMETER OF YARD**

1. Provide curb or edging separation between stone and adjacent lawn or pavement areas.
2. Provide fence around perimeter of mechanical/electrical yards.

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## STORM DRAINAGE & SANITARY SEWERAGE

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### STORM SEWER SYSTEM

1. Create positive drainage away from the building. Visibly slope grade within 10 feet of building foundation.
2. Slope the site grades to allow natural drainage of storm water toward inlets and detention area.
3. Collect storm water in a series of inlets or swales to be detained on site. Pay special attention to on-site subsurface drainage, which can be a maintenance problem.
4. Connect the building site storm drainage system by means of downspouts or roof drains to the building storm drainage system.
5. All storm piping shall be designed using the 10-year return period and intensity-duration curves consistent with the region.
6. All castings shall be heavy-duty for both paved and lawn areas. No "beehive" or "dome" castings are to be used.
7. All manholes shall be lettered "storm."
8. All storm piping and culverts shall have a smooth interior. All pipe with a diameter greater than 24 inches shall be concrete, aluminized steel, or HDPE. For pipes 24 inch and smaller, see page 9102-15, Section 2630.
9. All storm pipe jointing shall be water and silt tight.
10. Runoff from adjoining properties must be verified and the storm sewer system shall be designed to accommodate the runoff.
11. All castings are to comply with the Americans with Disabilities Act guidelines and be bicycle safe.

### DISCHARGE REQUIREMENTS

1. All discharge rates shall meet the requirements of the authorities having jurisdiction over release rates.
2. Regardless of the authority having jurisdiction over release rates, the downstream capacity of the storm sewer, legal drain, or approved outlet must be verified by the Site Design Professional, and downstream capacity must not be exceeded.

## **STORM DRAINAGE & SANITARY SEWERAGE**

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### **SANITARY SEWERAGE**

1. Provide sanitary sewerage disposal for the facility via municipal sewage system.
2. The disposal of sanitary sewerage to the local utility shall be approved by the Sewerage and Water Board.

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## SITE SECURITY PROVISIONS

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### EXTERIOR PROTECTION

1. Provide an exterior perimeter defense system consisting of site fencing and exterior lighting with interior facing surveillance cameras.

### FENCING

2. Provide decorative metal fence around public portions of the site and a wood fence at abutting residential properties. Provide rolling gates to control main vehicular and pedestrian arteries. Do not use chain link fencing or barbed/razor wire.

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# L

# LANDSCAPE

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## SECTIONS

Landscaping

Fencing

Playground Overview

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**LAWNS**

1. Seed all disturbed areas of the site. Do not exceed 3:1 slope on lawn areas where mowing is required
2. Utilize sod in close proximity to primary building entrance and in flow line of storm drainage swales.
3. A fiber mulch seeding and mulching operation may be used when necessary to establish a quick catch for erosion prevention or sediment control. Avoid use of wood-based mulch where it may provide a termite pathway into the building.

**EROSION CONTROL**

1. On slopes greater than 3:1 provide slope-controlled vegetation to retard erosion.
2. Prior to seeding, provide erosion control fabric in disturbed areas where slope is 4:1 or greater.

**PERIMETER STREET FRONTAGE**

1. All trees to be planted between the street curb and the perimeter sidewalks require approval by the City Parkway and Park Commission.
2. Avoid overhead and underground utilities at mature growth.

**WIND AND VISUAL SCREEN**

1. Provide visual screen of service areas, dumpsters, and adjacent properties that may be incompatible with school use.

**MAIN BUILDING ENTRIES**

1. Provide low maintenance shrubs and flowering trees to emphasize main building entries.

**TREES AND PLANTINGS**

1. Protect existing mature trees to the maximum extent possible.
2. Trees, shrubs and other plantings should be chosen for their appropriateness to be in areas frequented by children and for their contribution to the school's educational program.

3. Contractors are to call "Louisiana One Call" at 1-800-272-3020 several days before scheduled digging in order to have underground utilities and facilities marked.
4. Include within the initial construction and landscaping contract a one-year service and replacement contract under the supervision of a licensed arborist or horticulturalist. The service contract should include pruning, fertilizing, mulching, dead plant replacement, disease and insect prevention, and an orientation for school staff on the care and maintenance of the plantings, as well as one-year stake removal.

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### GENERAL

1. Locate fence in curb in high maintenance areas.

### SITE PERIMETER FENCE

1. Provide fencing at the portion of the site where adjacent to open water, busy street, railroad tracks, and where other safety hazards occur.
2. Utilize decorative metal fence in lieu of standard chain-link fencing where necessary to harmonize with neighborhood aesthetics and local zoning requirements.
3. Use opaque fencing where required by function, zoning, or screening conditions.

### FENCE INTERIOR TO THE SITE

1. Provide fence to enclose mechanical yards, equipment, trash/service areas, and where other safety hazards occur.
2. Use opaque fencing around trash and service areas, and at other areas that should be screened.

### PLAYGROUND FENCING

1. Provide decorative metal fencing around playground perimeter where there is a potential for children to run out into parking areas, adjacent streets, and/or other hazardous conditions.
2. Provide a minimum of 4-foot high fencing for pre-kindergarten and grade 1 play areas.
3. No barbed or razor wire is permitted

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## **PLAYGROUND OVERVIEW**

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### **PLAYGROUND DESIGN**

1. Playground equipment is not funded and therefore not in the project scope. These guidelines are provided for information purposes for the Designer and the Operator. Designer should make provisions to provide space for future equipment.

### **LOCATION OF PLAY AREAS**

1. Locate near exit from classrooms for each age group and centrally locate close to student dining.
2. Provide 3500 square feet of enclosed play area for Pre-K and Kindergarten students.
3. Do not obscure view into play areas. Design the play areas to promote careful supervision and quick emergency response.
4. Provide separation between play areas and vehicle areas.

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# STRUCTURAL

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## SECTIONS

Design Criteria/Evaluation

Materials and Systems

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## STRUCTURAL DESIGN CRITERIA/EVALUATION

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### GENERAL DESIGN CRITERIA

- A. Structural systems shall be selected during the early stages of the Design.
- B. Structural systems shall be designed in strict conformance with national, state, and local codes and with current structural material codes and specifications.
- C. Structural design calculations shall be performed for major structural members.

### FOUNDATIONS AND RETAINING STRUCTURES

- A. Geotechnical Investigation and Report
  - 1. Geotechnical investigations and reports shall be accomplished for school projects involving new construction on foundations of 5,000 square feet and larger.
  - 2. Where foundation system design is based upon presumed soil conditions, the following shall be included in the Construction Documents:
    - a. Structural Design Professional shall identify all pertinent soil strength criteria used in his design within the Contract Documents.
    - b. Soil bearing capacity values shall be verified in writing during construction by a registered Geotechnical Engineer, confirming such conditions.

### ROOF FRAMING SYSTEMS

- A. Roof systems shall be designed in strict conformance with national, state, and local codes and with current structural material codes and specifications.
- B. Steel Roof Deck on Open Web Steel Joists
  - 1. Roof deck
    - a. Design in accordance with SDI *Design Manual (Publication No. 27)*
    - b. Design deck as a diaphragm in accordance with SDI *Diaphragm Design Manual*
  - 2. Open web steel joists
    - a. Design in accordance with SJI *Standard Specifications and Load Tables*
    - b. Design low slope or flat joists to resist ponded water in accordance with SJI *Technical Digest #3 – Ponding*
    - c. Supplier of joists shall furnish certification by a Professional Engineer that joists comply with SJI *Standard Specifications and Load Tables*
  - 3. Steel framing members
    - a. Design in accordance with AISC *Manual of Steel Construction*

### FLOOR FRAMING SYSTEMS

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**STRUCTURAL  
DESIGN CRITERIA/EVALUATION**

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- A. Deck/Slab
1. Concrete on steel form deck
    - a. Design in accordance with Steel Deck Institute *Design Manual*
    - b. Design deck/slab as diaphragm in accordance with Steel Deck Institute *Diaphragm Design Manual*
  2. Concrete on steel composite floor deck
    - a. Design in accordance with Steel Deck Institute *Design Manual*
    - b. Design deck/slab as diaphragm in accordance with Steel Deck Institute *Diaphragm Design Manual*
  3. Cast-in-place flat slabs (1 way or 2 way)
    - a. Design in accordance with American Concrete Institute 318
  4. Precast concrete plank
    - a. Design in accordance with ACI 318 and PCI *Prestressed Concrete Design Handbook*
- B. Horizontal Framing Members
1. Open web steel joists
    - a. Design in accordance with SJI *Standard Specifications*
    - b. Floor Vibrations
      - 1) Design of floor members shall include consideration of the relative perceptibility of floor vibrations based on the use of the space.
      - 2) Floor vibration analysis and design shall generally conform to the "Criteria for Human Comfort" as indicated in Figure 2.1 in the AISC "Steel Design Guide Series II – Floor Vibrations Due to Human Activity".
    - c. Verify that standard camber in joists is accurate for anticipated dead load deflection and that any residual camber does not significantly reduce capacity of floor deck. Specify nonstandard camber where required.
    - d. Joists shall be certified by a Professional Engineer as capable of supporting the design loads as shown on the construction documents.
  2. Composite open web steel joists
    - a. Design in accordance with joist suppliers design criteria.
    - b. The joist manufacturer shall furnish certification by a Professional Engineer that composite joists are capable of supporting design loads as shown in the contract documents.
  3. Rolled steel beams and channels
    - a. Design in accordance with AISC *Manual of Steel Construction and Specifications*
    - b. Specify camber for all rolled steel members in floor systems requiring

## STRUCTURAL DESIGN CRITERIA/EVALUATION

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1/2 inch camber or larger.

4. Composite rolled beams and channels
    - a. Design in accordance with AISC Manual of Steel Construction and Specifications
    - b. Composite rolled shapes shall be used where floor vibration is considered by the Design Engineer as being important serviceability criteria.
  5. Precast concrete beams
    - a. Design in accordance with American Concrete Institute 318 and PCI *Pre-stressed Concrete Design Handbook*
- C. Columns
1. Steel rolled sections
    - a. Design in accordance with AISC *Manual of Steel Construction*
  2. Hollow structural sections
    - a. Design in accordance with AISC *Manual of Steel Construction*
    - b. Detail connections in accordance with AISC *HSS Connections Manual*
  3. Reinforced concrete columns
    - a. Design in accordance with American Concrete Institute 318
    - b. Reinforced concrete columns shall be used where practical for columns exposed to the weather.
  4. Precast concrete columns
    - a. Design in accordance with American Concrete Institute 318 and PCI *Pre-stressed Concrete Design Handbook*
  5. Masonry columns
    - a. Design in accordance with American Concrete Institute 530/ASCE 5/TMS 402 and National Concrete Masonry Association *Design Specifications*
- D. Floor Vibrations
1. Design steel floor systems to generally conform to the Acceptance Criteria for Human Comfort as indicated in Figure 2.1 in the AISC, "Steel Design Guide Series 11, Floor Vibrations Due to Human Activity."
    - a. Analyze steel framed floor systems using the procedures in the AISC, "Steel Design Guide Series 11, Floor Vibrations Due to Human Activity."
    - b. Precast concrete floor systems designed for normal stress or strength criteria are generally within acceptable limits for floor vibrations.

### MASONRY WALL SYSTEMS

- A. Engineered masonry design procedures shall be used for all masonry elements in load-bearing, exterior enclosures and shear walls in school buildings.

- B. Empirical masonry design procedures shall not be used for load-bearing, exterior enclosure walls and shear walls.
- C. Design all exterior, load-bearing and shear walls for moments, shears, and axial stress or capacity criteria in accordance with American Concrete Institute 530/ASCE 5/TMS 402 as reinforced masonry walls.

#### **LATERAL LOAD SYSTEMS**

- A. The Structural Design Professional shall ensure that code-required lateral loads are applied to the structure and those systems and connections between systems are adequate to transmit the loads to the ground.
  - 1. Seismic load resisting systems shall be designed and detailed in accordance with the current provisions of the International Building Code.
  - 2. Wind loads shall be based upon the current provisions of the International Building Code.

#### **SLABS ON GRADE**

- A. Design in accordance with American Concrete Institute 318 and American Concrete Institute SCM-25 *Concrete Slabs on Grade*.

#### **LINTELS**

- A. Design all lintels supporting masonry to limit deflection to **1/600** of the span or **0.3"**, whichever is smaller.
- B. Design steel lintels in accordance with AISC *Manual of Steel Construction and Specifications*.
- C. Design masonry lintels in accordance with ACI530/ASCE 5/TMS 402.

**GENERAL**

- A. The Structural Design Professional shall be responsible for the adequacy, economy, and serviceability of all structures for which he/she is assigned design responsibility. Good engineering judgment shall be used in addition to compliance with all national, local, and applicable codes.

**FOUNDATION AND RETAINING STRUCTURES**

- A. Geotechnical Investigation and Report
  - 1. Geotechnical engineering investigations and reports are required for all new construction and for additions to existing buildings.
- B. Selection of Foundation Types Shall Be Based On:
  - 1. Recommendations of the Geotechnical Engineer
  - 2. Economical comparison of foundation systems when the Geotechnical Engineer offers foundation alternatives.
  - 3. Soil design strengths, criteria, and loads
  - 4. Deep foundations when recommended by the Geotechnical Engineer, and when more economical than shallow foundations
  - 5. Shallow foundations when recommended by the Geotechnical Engineer, and when determined to be more economical than deep foundations
    - a. Spread and wall footings:
      - 1) Earth-formed footings shall be considered where cohesive soil is encountered and the sides of the excavation can be cut true and maintained through the concrete placement.
      - 2) Earth-formed excavations shall be to a tolerance of +6 inches, -0 inches.
      - 3) Formed footings shall be used in granular soil and where the sides of the excavation cannot be cut true and maintained through the concrete placement.
      - 4) Minimum concrete compressive strength of 3,000 psi at 28 days
      - 5) Minimum reinforcing according to American Concrete Institute 318
    - b. Trenched footings shall be considered where:
      - 1) Recommended by the Geotechnical Engineer
      - 2) Cohesive soil is encountered
      - 3) Sides of the excavation can be cut true and maintained through the concrete placement
      - 4) The footing can be combined with the foundation wall in one structural element
      - 5) Minimum concrete compressive strength of 3,000 psi at 28 days
      - 6) Minimum reinforcing according to American Concrete Institute 318
      - 7) Excavation shall be to a tolerance of +6 inches, -0 inches.
    - c. Reinforced concrete foundation walls

## MATERIALS AND SYSTEMS

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- 1) Minimum concrete compressive strength of 4,000 psi at 28 days
  - 2) Minimum reinforcing according to American Concrete Institute 318
- d. Reinforced and fully grouted concrete masonry foundation walls
- 1) Minimum design flexural strength of 1,500 psi at 28 days
  - 2) Use normal weight concrete masonry unit (CMU) for buried foundation walls
  - 3) Grout all concrete masonry unit cores
  - 4) Minimum reinforcing in accordance with reinforced masonry criteria in American Concrete Institute 530, American Society of Civil Engineers 6, and TMS 402.
- e. Other special foundation systems may be used if acceptable to the Geotechnical Engineer and the Structural Design Professional.
- C. Retaining Structures
1. Reinforced concrete retaining walls:
    - a. Minimum concrete compressive strength of 4,000 psi at 28 days if exposed to exterior
    - b. Minimum concrete compressive strength of 4,000 psi at 28 days if within a building enclosure
    - c. Use 6 percent (+/- 1.5%) air entrainment for exterior concrete
    - d. Minimum reinforcing in accordance with American Concrete Institute 318
    - e. Minimum concrete cover of reinforcing steel in accordance with American Concrete Institute 318
    - f. Space vertical control joints at 25 feet on center or less. Extend horizontal reinforcing through control joints.
    - g. Space vertical expansion joints at 75 feet on center or less. Stop horizontal reinforcing at each side of expansion joints and provide a full-height keyway. Install 1 inch thick minimum preformed joint material in expansion joints.
  2. Reinforced concrete masonry retaining walls:
    - a. Minimum design flexural strength of 1,500 psi at 28 days
    - b. Grout all concrete masonry unit cores below grade
    - c. Use 9-gauge W1.7 or 0.148 inch hot dipped galvanized, horizontal joint reinforcing at maximum spacing of 8 inches
    - d. Use vertical reinforcing at maximum spacing of 48 inches
    - e. Locate reinforced bond beams at top of wall and at maximum vertical spacing of 12 feet
    - f. Minimum reinforcing in accordance with American Concrete Institute 530, American Society of Civil Engineers 5, and TMS 402 as "reinforced masonry"
    - g. Space vertical control joints at 24 feet on center or less. Extend horizontal reinforcing through control joints.
    - h. Space vertical expansion joints at 72 feet on center or less. Stop horizontal reinforcing each side of expansion joints.
    - i. Use normal weight concrete masonry units.
  3. Proprietary unit masonry retaining walls may be used if recommended and certified by the Structural Design Professional, or if accepted by the school district on the basis of certification of the system by a Professional Engineer selected by the manufacturer of the system.
  4. Steel sheet piling may be used in lieu of concrete or masonry retaining walls

where acceptable to the Geotechnical Engineer, the Structural Design Professional, and the school district.

### ROOF FRAMING SYSTEMS

- A. General
  - 1. Use American Institute of Steel Construction, Type 2 "simple framing" systems with shear walls or braced frames wherever possible.
  - 2. Use columns and beams, where possible, rather than masonry bearing walls for interior lines of support in classroom areas to allow for maximum flexibility for future use of these spaces.
  - 3. Use concrete masonry and and/or reinforced concrete backup for exterior walls of educational, corridor, and physical education spaces.
  - 4. The use of light-gauge framing shall be avoided for exterior walls in educational and physical education areas of buildings, but could be considered for interior walls and for exterior walls for administrative areas.
- B. Steel Roof Deck on Open Web Steel Joists
  - 1. Roof deck
    - a. Minimum galvanizing ASTM A525, G90 (90 ounces per square foot)
    - b. Minimum 22-gauge deck
    - c. Use puddle welds, self-tapping screws, or pneumatic fasteners (rivets) to attach deck to supporting structural steel members. Metal fasteners to be compatible with deck material.
  - 2. Open web steel joists
    - a. For roof slopes greater than 1:12, joists shall preferably span parallel to the slope. These joists shall be detailed as special joists.
    - b. For roof slopes greater than 1:12, where joists span perpendicular to the slope and are canted, cross bridging shall be used between joists.
- C. Prefabricated wood trusses or glue-laminated beams shall not be used for roof systems.
- D. Precast concrete roof systems may be used where justified based on cost comparisons with other systems, fire-resistance, and impact on the design of supporting structural elements.
  - 1. Pre-stressed single and double tees
  - 2. Precast plank
- E. Light-gauge metal framed or light-gauge metal truss framed roof systems may be used for roof systems.
- F. Plywood and oriented strand board shall not be used as structural roof deck; except in renovation of older buildings, plywood may be used if recommended by the structural engineer.

**FLOOR FRAMING SYSTEMS**

- A. Metal Deck/Concrete Slab
  - 1. Comply with SDI *Design Manual (Publication No. 27)*
  - 2. Concrete on steel form deck:
    - a. Concrete Deck Fill; minimum compressive strength of 3,500 psi at 28 days
    - b. Use minimum reinforcing of 0.0018 of the area of concrete.
    - c. Fibrous reinforcement shall not be substituted for welded wire fabric or deformed bar reinforcement, but may be used in addition.
    - d. Use G90 galvanized deck
  - 3. Concrete on steel composite floor deck:
    - a. Concrete deck fill; minimum compressive strength of 3,500 psi at 28 days
    - b. Use minimum reinforcing of 0.0018 of the area of concrete
    - c. Use G90 galvanized deck
  - 4. Cast-in-place flat slabs (1 way or 2 way):
    - a. Use minimum compressive strength of 4,000 psi at 28 days
  - 5. Precast concrete plank:
    - a. Use minimum 2-inches of concrete topping with 1.5 pounds per cubic foot of fibrillated polypropylene fibrous reinforcing

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### B. Framing Members

1. Open web steel joists:
  - a. Comply with Steel Joist Institute *Standard Specifications*
2. Composite open web steel joists:
  - a. Comply with joist manufacturer's design recommendations.
  - b. The Professional Engineer shall certify that the system has the capacity to support the design loads shown on the contract documents.
3. Rolled steel members
  - a. Use ASTM A992, Grade 50; ASTM 572, Grade 50; steel for wide flange shapes.
  - b. Use ASTM A36 or ASTM A572, Grade 50 for angles and plates.
4. Composite rolled beams shall be considered when justified on the basis of cost and serviceability.
5. Precast concrete floor systems shall be considered when justified on the basis of cost, fire-resistance, and impact on the design of supporting members.

### C. Columns

1. Steel rolled sections:
  - a. Use ASTM A992, Grade 50; ASTM A572, Grade 50; steel for wide flange shapes.
  - b. Comply with AISC *Manual of Steel Construction*
2. Hollow structural sections (HSS)
  - a. Use ASTM A500, Grade B (46,000 psi yield strength) or ASTM A53, Grade B.
  - b. Comply with AISC *Manual of Steel Construction*
  - c. Comply with AISC *HSS Connections Manual*
3. Reinforced concrete columns
  - a. Minimum concrete compressive strength of 3,500 psi at 28 days
  - b. Minimum reinforcing of 0.01 percent of the gross area of column
  - c. Comply with American Concrete Institute 318 *Building Code Requirements for Structural Concrete*
4. Precast concrete columns
  - a. Precast concrete systems shall be certified by a Professional Engineer to be capable of supporting the design loads shown on the construction documents.
5. Masonry columns
  - a. Minimum flexural strength of 1,500 psi at 28 days
  - b. Minimum reinforcing of 0.005 percent of the gross area of column

**MASONRY WALL SYSTEMS**

- A. Engineered masonry systems shall be used for load-bearing and shear walls, and are recommended for exterior walls.
- B. Minimum reinforcing in exterior walls shall be in accordance with American Concrete Institute 530/American Society of Civil Engineers 5/TMS 402 for either "reinforced masonry walls" or "partially reinforced masonry walls." In no case shall vertical reinforcement in exterior masonry walls be less than the following:

<u>Nominal Wall Thickness</u>	<u>Reinforced Size and Spacing</u>
6"	#3 at 72"
8"	#4 at 96"
10"	#5 at 96"
12" and 14"	#6 at 96"

- C. Minimum reinforcing in masonry bearing walls shall be in accordance with American Concrete Institute 530/American Society of Civil Engineers 5/TMS 402 for either "reinforced masonry walls" or "partially reinforced masonry walls." In no case shall vertical reinforcement in masonry bearing walls be less than the limits shown for exterior masonry walls.
- D. Minimum horizontal joint reinforcing in interior walls shall be 9-gauge W1.7 or 0.148 inch horizontal joint reinforcing at 16-inch spacing vertically.
- E. Minimum horizontal joint reinforcing in exterior walls shall be in accordance with American Concrete Institute 530/American Society of Civil Engineers 5/TMS 402 for "reinforced masonry walls." Use reinforced masonry bond beams to supplement the area of reinforcing steel furnished by horizontal joint reinforcing to meet the minimum reinforcing requirements.
- F. Floor and roof members supported by load-bearing masonry shall bear on bond beams with embedded bearing plates designed to resist bearing, uplift, and lateral loads. Anchor rods on bearing plates shall be a minimum of two 1/2-inch diameter headed studs or two #3 hooked anchor rods with 6-inch embedment.

**LATERAL BRACING SYSTEMS**

- A. Reinforced Concrete
  - 1. Minimum concrete compressive strength of 3,500 psi at 28 days
  - 2. Use minimum reinforcing in accordance with American Concrete Institute 318
- B. Masonry Shear Walls
  - 1. Masonry shear walls shall be reinforced in accordance with American Concrete Institute 530/American Society of Civil Engineers 5/TMS 402 as "reinforced masonry walls." In no case shall vertical reinforcement for masonry shear walls be less than that shown for exterior masonry walls.

## MATERIALS AND SYSTEMS

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2. Vertical reinforcing shall be lapped with dowels projecting from the footing.
3. Attachment of steel frames to masonry shear walls shall be through embedded or adhesive anchor bolts in fully grouted or solid masonry units. Expansion or wedge anchors shall not be used to attach steel frames to masonry shear walls.

### C. Steel

1. Wide flange shapes
  - a. Use ASTM A992, Grade 50; ASTM A572, Grade 50; or ASTM A36 certified for yield strength of 50,000 psi.
2. Hollow Structural Sections (HSS)
  - a. Use ASTM A500, Grade B (46,000 psi yield strength) or ASTM A53, Grade B.
3. Rods, clevises, and turnbuckles
  - a. Use ultimate safety factor of not less than 4.5:1 for the manufacturer's breaking load.
4. Angles and plates
  - a. Use ASTM A36 or ASTM A572, Grade 50.

### SLABS ON GRADE

- A. Comply with American Concrete Institute SCM-25 *Concrete Slabs on Grade*
- B. For classroom and corridor areas, use a minimum 4-inch thick concrete slab with 6 by 6-W1.4 by W1.4 welded wire fabric.
- C. Concrete minimum compressive strength of 3,500 psi at 28 days

### LINTELS

- A. Lintels in exterior walls consisting of angles, tees, and wide flange shapes, 8 inches or less in depth and 12 feet or less in length, shall be hot-dipped galvanized in accordance with ASTM A123, Grade 65 (1.5 ounces per square foot).
- B. Steel lintels in exterior walls, consisting of members larger than 8 inches in depth and 12 feet in length, shall be mill galvanized in accordance with ASTM A641.
- C. Steel lintels, other than angles supporting masonry, shall have rigid masonry anchors or dowels at 32-inch maximum spacing to secure masonry to steel.
- D. Reinforced masonry or concrete lintels shall be used in exterior walls, wherever possible.

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NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)

# A

# ARCHITECTURAL

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## SECTIONS

Exterior Wall Systems

Modified Bitumen Roof

Roof Systems

Interior Wall, Steel Stud and Gypsum Wallboard

Interior Wall Systems

Exterior Door Systems

Interior Door System

Window Opening Systems

Miscellaneous Materials

## ARCHITECTURAL APPENDICES

A-1 Roof Contractor Guarantee

A-2 Roof Manufacturer Guarantee

A-3 Specification 134200 PRE-FABRICATED PRECAST CONCRETE STRUCTURES

# A

# ARCHITECTURAL

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## EXTERIOR WALL SYSTEMS

**PURPOSE**

The purpose of this section is to provide a guide to designers for selecting appropriate exterior wall systems. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Pre-Fabricated Pre-Cast Concrete Structures</b>	Use	Modular enclosure
	Product	Plant-cast, insulated structural pre-cast concrete module. Construction consisting of architectural concrete face, insulation plane and structural concrete substrate.
	Manufacturers	PCI Certified Plant for type of system
	Notes	Exterior walls shall have a minimum insulation value of R-11 or higher. System should be structural load bearing. Modular system connections and reinforcing designed and engineered by pre-cast panel fabricator. Exterior of modules shall be Architectural grade, Finish options shall include textures and or up to two colors (field color and accent color). Interior finish of substrate panels per the Program Requirements and Performance Standards. See Architectural Appendix A-3 for full Specification Requirements.

**\*Notes:**

1. All construction assemblies must comply with loading requirements outlined in the International Building Code 2009 and ASCE 7.

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**ROOFS**  
**MODIFIED BITUMEN ROOF**

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**A. APPLICATION**

1. All low sloped roof areas. Minimum 0.25:12 slope.

**B. COMPONENTS**

1. Roof Membrane
  - a. Modified bituminous sheet
2. Recovery Board
3. Roof Insulation
  - a. Rigid insulation
4. Vapor Retarder
  - a. Where required.
5. Thermal Barrier
  - a. Where required.
6. Structural Support
  - a. Steel deck

**C. PERFORMANCE**

1. Entire system must meet NOPS Custom Warranty Requirements
2. Entire system from building structure to top of panels must be engineered to withstand hurricane-force winds and uplift and installed as a complete system.
3. Features
  - a. Impact resistant
  - b. Moisture resistant
  - c. Thermal resistant

**D. WARRANTY**

1. Standard New Orleans Public Schools Custom Warranty for Modified Bituminous Roofing, see Appendix.

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## ROOF SYSTEMS

### PURPOSE

The purpose of this section is to provide a guide to designers for selecting appropriate roof systems. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Metal Roof Panels</b>		
	Use	Finish roof system
	Product	Aluminum zinc alloy coated steel sheet, ASTM A 792, with Class AZ-50 coating, Grade 40, structural quality, 22 gauge
	System	Vertical rib, seamed-joint, standing seam metal roof panel with intermediate stiffening ribs. Design for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels engaging opposite edge of adjacent panels, and mechanically seaming panels together. System shall accommodate expansion and contraction of panels. Steel panel system shall comply with ASTM E 1514.
	Manufacturers	Centria Architectural Systems; AEP Span; Peterson Aluminum, Berridge
	Notes	Entire roofing system and assembly from building structure to finish roof system must be engineered as a complete system capable of withstanding the wind and uplift loading requirements outlined in ASCE 7. Finish shall be 2-coat Fluoropolymer, AAMA 621 with 20 year warranty. NOPS Custom Warranty. Gutters and downspouts should be provided as part of system in same material as roof. Provide self-adhering underlayment, 30-40 mils thick, at perimeter, valleys, hips and ridges. Verify acceptability other types of metal roofs with Owner.
<b>Modified Bituminous Membrane Roofing</b>		
	Use	Finish roof system
	Product	Modified Bitumen SBS Roof membrane, MBS (2)-I-(T, M or L)-M, torched, hot mopped or cold liquid applied adhesive. Reinforced base sheet and cap sheet per ASTM D6162.
	Manufacturers	Johns Manville, Soprema, Siplast
	Notes	Entire roofing system and assembly from building structure to finish roof system must be engineered as a complete system capable of withstanding the wind and uplift loading requirements outlined in ASCE 7. Provide aggregate surfacing on Cap Sheet, white in color. Provide walkway pads at any roof access points and to any rooftop mounted equipment requiring service. NOPS Custom Warranty. Comply with NRCA requirements for system type and installation. Cover board shall be water resistant gypsum board composition type, minimum 1/4 inch thick. Prior to Contract Award, each Contractor or roofing subcontractor that submits a bid for the Work shall submit the following documentation of a single roofing system that they are proposing to use:

## ROOF SYSTEMS

		<ol style="list-style-type: none"> <li>1. Letter from the proposed primary roofing manufacturer confirming that the bidder is an acceptable Contractor, authorized to install the proposed system.</li> <li>2. Letter from the primary roofing manufacturer stating that the application will comply with the manufacturer's requirements in order to qualify the project for the specified warranty.</li> <li>3. Letters from the primary roofing manufacturer and the roofing contractor or subcontractor stating that the proposed application will comply with the manufacturer's requirements in order to qualify the project for the specified warranty.</li> <li>4. Letter from the primary roofing manufacturer and the roofing contractor or subcontractor stating that specified warranty will be signed without changes or exceptions.</li> </ol>
<b>Rigid Insulation</b>		
	Use	Roof Insulation
	Product	Polyisocyanurate Board Insulation, ASTM C 1289, Type II, felt or glass-fiber mat facer on both major surfaces. Extruded polystyrene board insulation, ASTM C 578, Type IV.
	System	Flat panel and tapered insulation as required by roof design in a multiple layer assembly.
	Manufacturers	Dow, Owens Corning
	Notes	Insulation and insulation attachment is part of overall roofing assembly, engineering to comply with ASCE 7. Insulation thickness and R-Value as required to comply with Energy Code.
<b>Vapor Retarder</b>		
	Use	Vapor Retarder within roofing system assembly
	Product	Polyethylene vapor retarder, ASTM D4397, 6 mils thick minimum with a maximum permance rating of 0.13 perm.
	Notes	Provide calculations showing roof assemblies thermal and moisture transmission properties to confirm use and location of vapor retarder. Tape/seal all penetrations and joints.
<b>Thermal Barrier</b>		
	Use	Thermal Barrier at roof deck below roof system assembly
	Product	Glass mat water resistant gypsum substrate, ASTM C1177 or gypsum wood fiber composite/fiber reinforced gypsum board, ASTM C1278.
	Manufacturers	USG; Georgia Pacific
	Notes	Utilize Thermal Barrier where required by Building Code and insulation type. Thermal barrier installation and attachment is part of overall roofing assembly, engineering to comply with ASCE 7.

## ROOF SYSTEMS

Coping	
Coping	
Use	Wall coping
Product	Aluminum (0.063 inch thick minimum) or Prepainted metallic-coated steel sheet (0.034 inch thick minimum)
System	Manufactured coping system consisting of a formed-metal coping cap, concealed anchorage, concealed splice plates, continuous cleat with continuously welded corners.
Manufacturers	Johns Manville, Soprema, Siplast
Notes	Comply with ANSI/SPRI-ES-1 and ASCE 7 for wind loading, attachment and engineering design required. For general guidelines refer to SMACNA. Finish shall be 2-coat Fluoropolymer with 20 year warranty.
Roof Edge Fascia/Gravel Stop	
Roof Edge Fascia/Gravel Stop	
Use	Roof edge finish
Product	Aluminum or Prepainted metallic-coated steel sheet.
System	Manufactured two-piece edge system and concealed anchorage and cleat.
Manufacturers	Johns Manville, Soprema, Siplast
Notes	Comply with ANSI/SPRI-ES-1 and ASCE 7 for wind loading, attachment and engineering design required. For general guidelines refer to SMACNA. Roof edge fascia/gravel stop shall be part of the NOPS custom warranty. Finish shall be 2-coat Fluoropolymer with 20 year warranty.
ROOF DRAINAGE SYSTEM, Gutters and Downspouts	
ROOF DRAINAGE SYSTEM, Gutters and Downspouts	
Use	Sloped roof drainage components.
Product	Aluminum or Prepainted metallic-coated steel sheet.
System	Gutter and downspout system complete with end pieces, gutters spacers, gutter hangers, outlet tubes, expansion joints, downspout hangers.
Manufacturers	Metal Era; W.P. Hickman; Architectural Products
Notes	Size of gutters downspouts to be determined utilizing SMACNA guidelines. Coordinate downspout outlet with Site and Civil for connection to underground storm drainage system or surface outlet. Back edge of gutter shall be elevated 1 inch above front rim of gutter. Flat stock gutter straps and gutter support brackets required. Expansion joints and expansion joint covers as required by base material. No higher roof shall drain directly onto a lower roof except through a secondary, emergency scupper. Due to maintenance issues, the use of internal roof drains is discouraged and should be minimized. Where internal roof drains are used, an access panel shall be provided at each elbow. The preferred method for draining build-up roofs is to slope the structure or warp the deck to drain the roof surface to the

**ROOF SYSTEMS**

		perimeter and minimize the use of tapered insulation. Rainwater shall be collected by a gutter or through a scupper/collector head and directed downspout. The downspout shall direct rainwater to the storm drainage system or water retention/detention area. Rainwater from meal roof systems shall similarly be collected in a gutter and directed to the storm drainage system.
<b>Warranty</b>		
	Requirements	Standard New Orleans Public Schools Custom Warranty for Roofing Systems – see Appendix A
	Forms	Designer to include Department of Education State of Louisiana Roof Membrane/System Guarantee Form in Specifications for Contractor to provide as part of Contractual Agreement between Owner and Contractor.

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**INTERIOR WALLS  
STEEL STUD AND WALLBOARD**

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**A. APPLICATION**

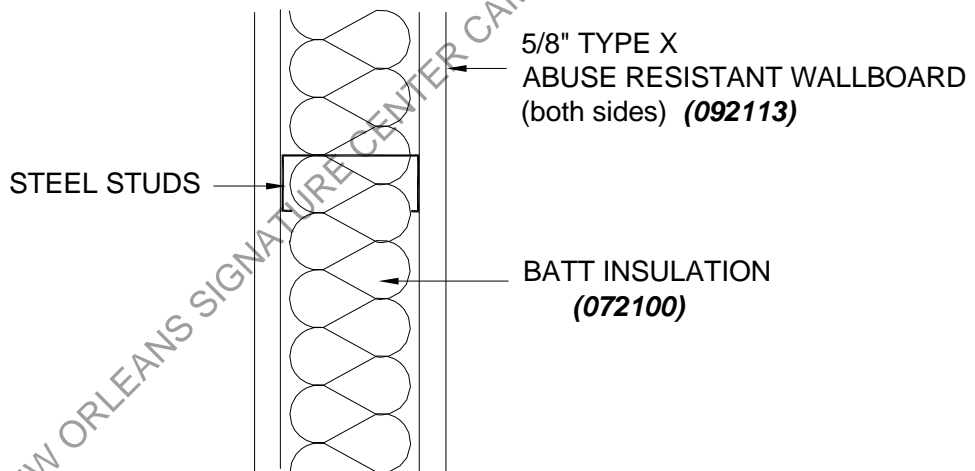
1. Extend to deck and caulk perimeter for acoustics.

**B. COMPONENTS**

1. Fire resistance rating
2. Finish for painting

**C. PERFORMANCE**

1. Abuse-resistant
2. Acoustically efficient



**Steel Stud and Wallboard**

**INTERIOR WALL SYSTEMS**

**PURPOSE**

The purpose of this section is to provide a guide to designers for selecting appropriate interior wall systems. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Gypsum Wall Board</b>		
	Use	Interior Wall System substrate
	Product	Abuse/Impact Resistant Gypsum Wallboard, ASTM C36 and C1396, C1629, Type X, 5/8 inch thick minimum
	Manufacturers	National Gypsum; USG; Lafarge; Georgia Pacific
	Notes	Utilize moisture and mold resistant gypsum board in areas prone to high humidity. Provide additional layers of gypsum board as required by fire ratings. Abuse/impact resistant board not required for bulkheads and interior soffits.
<b>Steel Framing</b>		
	Use	Steel framing system for application of gypsum wallboard
	Product	Steel studs and runners, ASTM C 754, C 645, minimum base metal thickness of 0.0296 inches. Cold rolled steel channels, carrying channel and furring channels as required.
	Notes	Maximum deflection calculations shall utilize L/240 factor. Extend partition framing full height to structural supports or substrates above suspended ceiling where required for separation. Partitions that extend to supports above should have a slip-type head joint/track. Framing installation shall comply with ASTM C754, C840 and GA-600. All framing in exterior walls to be galvanized G90.
<b>Sound Attenuation Insulation</b>		
	Use	Sound Attenuation insulation within metal stud walls
	Product	Type I blankets without facing produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool or rock wool. ASTM C 665.
	Notes	Provide insulation in compliance with fire rated assembly requirements within fire rated walls. Extend insulation full height of metal stud wall where acoustical separation is required. Walls with sound attenuation insulation within shall be specified to be sealed at the perimeter of the partition with appropriate acoustical sealant.

## EXTERIOR DOOR SYSTEMS

### PURPOSE

The purpose of this section is to provide a guide to designers for selecting appropriate exterior door systems. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Aluminum Doors</b>	Use	Exterior Entrance and Interior Entrance Doors
	Product	Extruded 6063-T5 aluminum alloy doors, 0.125 thickness for major portion of door construction
	Manufacturers	Kawneer (and Traco); YKK AP America; US Aluminum
	Notes	Door and glazing assembly shall comply with ASCE-7 and wind borne debris protection. Engineering calculations and testing should be provided showing compliance. Coordinate door access And intrusion detection systems. Utilize with aluminum door frames. Anodized or fluoropolymer painted finish.
<b>Hollow Metal Doors</b>	Use	Exterior doors
	Product	Cold rolled steel, ASTM A 1008. Metallic coated steel sheets, ASTM A653, commercial steel, Type B, with an A60 zinc-iron-alloy (galvannealed) coating. Extra Heavy Duty level per ANSI 250.8. 16 gauge minimum.
	Manufacturers	Steelcraft; Curries; Amweld
	Notes	Door and glazing assembly shall comply with ASCE-7 and wind borne debris protection. Engineering calculations and testing should be provided showing compliance. Coordinate inclusion of intrusion detection systems. Hollow metal door frames shall be 16 gauge. Factory prime doors for field finish.
<b>Overhead Coiling Doors</b>	Use	Exterior service/delivery doors
	Product	Insulated aluminum door with interlocking metal slats. Aluminum face slats , ASTM B209 or B 221.
	Manufacturers	Cornell Iron Works; The Cookson Co.; Overhead Door Corp.
	Notes	Door and glazing assembly shall comply with ASCE-7 and wind borne debris protection. Engineering calculations and testing should be provided showing compliance. Review other face material options with Owner. Electric door operation with push button control Factory applied powder coat or baked enamel finish. Provide accessories as required including weatherseal, jamb guides, locking devices, hoods and frames.

## INTERIOR DOOR SYSTEMS

### PURPOSE

The purpose of this section is to provide a guide to designers for selecting appropriate interior door systems. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Wood Doors</b>		
	Use	Interior doors
	Product	Solid core construction with particleboard core or SCL structural composite lumber core with stiles and rails glued to core. Custom Grade with grade "A" face veneers. Extra Heavy Duty. Factory Finish
	Manufacturers	Algoma Hardwoods; Eggers; VT Industries
Notes	Factory installed window in all classroom doors and support spaces where students have access. Provide acoustical wood door including appropriate acoustical hardware accessories (STC 40 min or match adjacent wall STC rating) in music classrooms and practice rooms. Utilize with hollow metal door frames, 16 gauge.	
<b>Hollow Metal Doors</b>		
<b>Hollow Metal Doors</b>		
	Use	Interior doors, interior service/delivery doors
	Product	Cold rolled steel, ASTM A 1008. Metallic coated steel sheets, ASTM A653, commercial steel, Type B, with an A60 zinc-iron-alloy (galvannealed) coating. Extra Heavy Duty level per ANSI 250.8. 16 gauge minimum.
	Manufacturers	Steelcraft, Curries, Amweld
Notes	Hollow metal door frames shall be 16 gauge. Factory prime doors for field finish. Provide window in door into rooms where students have access.	
<b>Overhead Coiling Doors</b>		
<b>Overhead Coiling Doors</b>		
	Use	Interior service/delivery doors
	Product	Non-insulated aluminum door with flat face slats.
	Manufacturers	Cornell Iron Works; The Cookson Co.; Overhead Door Corp
Notes	Electric door operation with push button control or manual operation. Factory applied powder coat or baked enamel finish. Review other potential material options with the Owner.	
<b>Door Hardware</b>		
<b>Door Hardware</b>		
	Use	Exterior and Interior as noted in the Hardware Description
	Product	Standard of quality will be equal to Corbin-Russwin 2000 Series with large format interchangeable core, 6 pin with temporary construction core.
	Manufacturer	Corbin Russwin, Sargent, Schlage, and Yale
Notes	KEYING: Grand Master: Opens all locks in the building except locks designated SK (Single Key).  Master: Facility will be divided into zones, areas or	

## INTERIOR DOOR SYSTEMS

	<p>certain exterior openings. One master key will open all locks in that zone except locks designated SK (Single Key). Examples of zones or areas would be exterior doors, Clinic, Library, ROTC, Athletics, Kitchen, Cafeteria, and classroom wings. Possible public access must be considered.</p> <p>Pass: Under each Master grouping, rooms that receive locks will have a pass key that unlocks that space.</p> <p>Teachers will have a key to their classrooms. A Principal can lock his/her office. Additionally, the pass key would also have access to any lockable storage that does not have cabinet hardware.</p> <p>Engineering or Custodial Master: Any space that has a lock would be unlocked by this key except for SK keys and lockable storage that does not have cabinet hardware. Engineering Master shall not have access to kitchen as it is maintained by Kitchen Staff.</p> <p>Exterior Openings: Can be opened <u>only</u> by Grand Master, an Exterior Master, a separate Pass key or the Engineering Master.</p> <p>SK: Single key designation. It is recommended that a single key be issued for dry food storage, the book-keeper's storage, nurse's storage, and testing materials. The person that holds these keys is responsible for access to these spaces.</p> <p>Provide the bitting list so Owner can coordinate rekeying, new keys, and great grand master designation.</p> <p>Provide language in specifications that keys are to be turned over to the Owner. Maintain construction keying until a meeting can be arranged for turn-over of keys. For facilities buildings where "in kind" hardware is required, match finishes of existing building. Where codes require a change to the type of hardware, follow these guidelines.</p> <p>HARDWARE SET #1: Classroom Entry Door Hinges (as required based on height of door): ball bearing, 4½" X 4½", US26D Mortise Lock: Classroom Security Type equal to ML2072 LWA, US 32D Closer (if required by Codes): Regular Arm Mounting,</p>
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## INTERIOR DOOR SYSTEMS

	<p>Aluminum  Kickplate: 8" x appropriate width of door (.050), US32D  Stop: Wall (at mortise lock) or floor, US32D  Door Mutes: Grey</p> <p><b>HARDWARE SET #2: Storage Room Doors</b>  Hinges (as required based on height of door): ball bearing, 4½" X 4½", US26D  Mortise Lock: Storeroom or Closet Type equal to ML2057 LWA, US 32D  Closer (if required by Codes): Regular Arm Mounting, Aluminum  Kickplate: 8" X 2" less width of door (.050), US32D  Stop: Wall (at mortise lock) or floor, US32D  Door Mutes: Grey</p> <p><b>HARDWARE SET #3: Offices and Conference Doors</b>  Hinges (as required based on height of door): ball bearing, 4½" X 4½", US26D  Mortise Lock: Entrance or Office Type equal to ML2051 LWA, US 32D  Kickplate: 8" X 2" less width of door LWA (.050), US32D  Stop: Wall (at mortise lock) or floor, US32D  Door Mutes: Grey</p> <p><b>HARDWARE SET #4: Stairwells' Doors &amp; Interior Corridors' Doors</b>  Hinges (as required based on height of door): ball bearing, 4½" X 4½", US26D  Exit Device: Panic-Listed Rim Exit Device equal to ED5200A (no exposed vertical rods), US32D.  Bar length to accommodate door width. Provide hex key dogging. Provide pull and thumbpiece trim.  Closer (if required by Codes): Regular Arm Mounting, Aluminum  Kickplate: 8" X 2" less width of door (.050), US32D  Stop: Wall (at mortise lock) or floor, US32D  Door Mutes: Grey  Hold open device may be used if design requires doors to be held in an open condition.</p> <p><b>HARDWARE SET #5: Staff Toilet Doors &amp; Clinic Toilets' Doors</b>  Hinges (as required based on height of door): ball bearing, 4½" X 4½", US26D  Mortise Lock: Privacy Type equal to ML2030 LWA, US 32D (Provide "OCCUPIED" notification when locked.  Provide emergency access key)</p>
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**INTERIOR DOOR SYSTEMS**

	<p>Closer (if required by Codes): Regular Arm Mounting, Aluminum          Kickplate: 8" X 2" less width of door (.050), US32D          Stop: Wall (at mortise lock) or floor, US32D          Door Mutes: Grey</p> <p><b>HARDWARE SET #6: Special Ed and single Student Toilets' Doors</b>          Hinges (as required based on height of door): ball bearing, 4½" X 4½", US26D          Mortise Lock: Passage Set equal to ML2010 LWA, US32D          Stop: Wall (at mortise lock) or floor, US32D          Door Mutes: Grey</p> <p><b>HARDWARE SET #7: Custodial, Mechanical, &amp; Electrical Doors</b>          Hinges (as required based on height of door): ball bearing, 4½" X 4½", US26D          Mortise Lock: Storeroom or Closet Type equal to ML2057 LWA, US 32D          Closer (if required by Codes): Regular Arm Mounting, Aluminum          Kickplate: 8" X 2" less width of door (.050), US32D          Stop: Wall (at mortise lock) or floor, US32D          Door Mutes: Grey</p> <p><b>HARDWARE SET #8: Practice Room Doors</b>          Hinges (as required based on height of door): ball bearing, 4½" X 4½", US26D          Mortise Lock: Passage Set equal to ML2010 LWA, US32D          Stop: Wall (at mortise lock) or floor, US32D          Door Mutes: Grey          Sound Gasket: Alum          Auto-Bottom: Alum</p> <p><b>HARDWARE SET #9: Student Dining Doors (Single Only)</b>          Hinges (as required based on height of door): ball bearing, 4½" X 4½", US26D          Exit Device: Panic-Listed Rim Exit Device equal to ED5200A (no exposed vertical rods), US32D.          Bar length to accommodate door width. Provide hex key dogging. Provide pull, cylinder, and thumbpiece trim at primary doors. Provide dummy trim with no pull at secondary exterior doors.          Closer: Closer: Regular Arm Mounting, Aluminum          Kickplate: 8" X 2" less width of door (.050), US32D</p>
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**INTERIOR DOOR SYSTEMS**

	<p>Threshold: ALUM Weatherstripping: ALUM</p> <p>HARDWARE SET #10: Student Dining Doors (Double Doors Only) Hinges (as required based on height of door): ball bearing, 4½" X 4½", US26D Exit Device: Panic-Listed Rim Exit Device equal to ED5200A (no exposed vertical rods), US32D. Bar length to accommodate door width. Provide hex key dogging. Provide pull, cylinder, and thumbpiece trim at primary doors. Provide dummy trim with no pull at secondary exterior doors. Closer: Closer: Regular Arm Mounting, Aluminum Kickplate: 8" X 2" less width of door (.050), US32D Threshold: ALUM Keyed Removable Mullion, USP Mullion Seal: Black</p> <p>HARDWARE SET #12: Primary Exterior &amp; Secondary Exterior Doors Continuous Hinge: ALUM Exit Device: Panic-Listed Rim Exit Device equal to ED5200A (no exposed vertical rods), US32D. Bar length to accommodate door width. Provide hex key dogging. Provide pull, cylinder, and thumbpiece trim at primary doors. Provide dummy trim with no pull at secondary exterior doors. Closer: Closer: Regular Arm Mounting, Aluminum Kickplate: 8" X 2" less width of door (.050), US32D Threshold: ALUM Weatherstripping: ALUM</p> <p>HARDWARE SET #13: Roll-Down doors Cylinder Lock: Provide cylinder that matches other hardware.</p>
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## WINDOW OPENING SYSTEMS

**PURPOSE**

The purpose of this section is to provide a guide to designers for selecting appropriate window opening systems. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Aluminum Storefront</b>	Use	Exterior and interior framing for doors and windows
	Product	Extruded aluminum, ASTM B221 tubular framing system utilizing shear block attachment system with elastomeric gaskets on both sides of glazing. Nominal 2"x4" size.
	Manufacturers	Kawneer (and Traco); Tubelite; YKK AP America, Inc.; US Aluminum
	Notes	Framing system and glazing assembly shall comply with ASCE 7 and wind borne debris protection requirements. Engineering calculations and testing should be provided showing compliance. Utilize thermally broken frames at exterior locations. Provide steel reinforcement within members as required by size of opening and loading factors. Finish shall be anodized or high performance fluoropolymer factory painted. Trim and closures to be same material as the framing members.
<b>Aluminum Windows</b>	Use	Exterior building windows
	Product	Extruded aluminum framing not less than 0.125 inch thick. Thermally broken. Performance Class, AW Architectural. Flush face unit with inside glazing.
	Manufacturers	Traco; Wausau Metals Corp.; Modu-Line; US Aluminum
	Notes	Framing system and glazing assembly shall comply with ASCE 7 and wind borne debris protection requirements. Engineering calculations and testing should be provided showing compliance. Utilize fixed, non-operable windows. Finish shall be anodized or high performance fluoropolymer factory painted. Integral sill, trim and flashing shall be same material as window assembly. Factory glazed.

## WINDOW OPENING SYSTEMS

<b>Hollow Metal Frame</b>		
	Use	Interior window frame systems
	Product	Cold Rolled Steel Sheet, ASTM A 1008, commercial steel, type B, 16 gauge.
	Manufacturers	Steelcraft; Curries; Amweld
	Notes	Factory prime for field painting.
<b>Glazing</b>		
	Use	Exterior Window Glazing
	Product	Insulated glazing unit with Low-emissivity coating, ASTM E2190 and Laminated glazing unit with Low-emissivity coating.
	Manufacturers	PPG; Oldcastle; Pilkington
	Notes	Glazing thickness and assembly shall be engineered to comply with ASCE 7 and wind borne debris protection. Calculations showing compliance should be provided. Glazing shall be included as part of engineering calculations required for the opening where the glazing will be utilized. Glazing insulation value along with opening assembly shall comply with Energy Code. Provide tempered and laminated glass as required by Code. Utilize spandrel glass as require.
<b>Glazing</b>		
	Use	Interior Window Glazing
	Product	Annealed clear float glass, 6mm monolithic.
	Manufacturers	PPG; Oldcastle; Pilkington
	Notes	Provide tempered, laminated and fire rated glazing where required by code.

## MISCELLANEOUS MATERIALS

### PURPOSE

The purpose of this section is to provide a guide to designers for selecting appropriate materials. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Handrails &amp; Guardrails</b>		
	Use	Stairway handrail and guardrails
	Product	Hot Dipped galvanized steel ASTM A 123 pipe, ASTM A 53, or tube, ASTM A 500 for exterior and interior service areas.
	Notes	Handrails and guardrails are to be hot dipped galvanized. Design/engineer railings and guardrails to comply with Building Code. Provide appropriate engineering calculations for confirmation. Provide guardrails in configuration required to comply with Building Code.
<b>Roof Hatch</b>		
	Use	Roof access from interior
	Product	Metal roof hatch unit with lid, insulated with single wall integral curbs, continuous lid to curb counterflashing and weathertight perimeter gasketing.
	Manufacturers	Bilco; J.L. Industries; Nystrom
	Notes	Single or double leaf lid based on size of unit. Aluminum or galvanized steel. Safety railings as required by Building Code and location. Ladder assist post. Access via a straight ladder or ship's ladder.
<b>Heat and Smoke Vents</b>		
	Use	Vents for stages and as required by code.
	Product	Double leaf, hatch type heat and smoke vent with integral double wall insulated curb and frame equipped with automatic self lifting mechanical fusible link, UL 793 compliant.
	Manufacturers	Bilco; J.L. Industries; Nystrom
	Notes	Include manual controls for testing and inspection as required by Building Code.
<b>Firestopping</b>		
	Use	Penetration firestopping and fire resistive joint systems.
	Product	Material or combination of materials to retain integrity of fire rated construction that are designed, tested and rated for specific times. Joint systems to resist spread of fire and passage of smoke or gases through rated construction.
	Manufacturers	HILTI; 3M Fire Protection; Tremco
	Notes	Products or Assemblies shall carry UL Listing and show compliance with UL assembly.

## MISCELLANEOUS MATERIALS

<b>Applied Fireproofing</b>	Use	Fireproofing of building elements required by the Building Code.
	Product	Cementitious sprayed fire resistive material, dry formulation of gypsum or Portland cement, binders, additives, and aggregates mixed with water.
	Manufacturers	W.R. Grace Co.; Isolatek; Carbolite Co.
	Notes	Products and applications shall carry UL Listing and show compliance with UL assembly. Review with Owner other types of sprayed fiber materials and intumescent materials. Auxiliary products include primers, metal lath, reinforcing mesh and sealers as required by the assembly.
<b>Louvers and Vents</b>	Use	Exterior and interior mechanical louvers and vents
	Product	Factory fabricated aluminum or galvanized steel, drainable, louver with fixed blades, interior sills, and a channel frame. Frame 0.080 inch thick, minimum. Blades 0.060 inch thick, minimum.
	Manufacturers	Construction Specialties; Ruskin; Airolite, Co.
	Notes	Louver design and installation must comply with ASCE 7 and wind borne debris protection requirements. Provide louver screens. Provide insulated blank off panels as required. Factory painted high performance finish.

**ROOFING GUARANTEE**

1. Designer to include the attached Roofing Guarantee for the Roofing Contractor (or subcontractor) in the roofing specifications.
2. The attached roofing guarantee is provided by the Owner.
3. Designer to confirm with the Project Manager if the attached guarantee is the latest version approved by the Owner.

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# ROOFING GUARANTEE FOR

OWNER: STATE OF LOUISIANA

ADDRESS: Department of Education  
Purchasing and Contract Section  
P. O. Box 94064  
Baton Rouge, LA 70804-9064

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 the 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 incase 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: \_\_\_\_\_

WITNESSES: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

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**APPENDIX A-2**  
**ROOF MANUFACTURER GUARANTEE**

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**ROOFING GUARANTEE**

1. Designer to include the attached Roofing Guarantee for the Roofing Manufacturer in the roofing specifications.
2. The attached roofing guarantee is provided by the Owner.
3. Designer to confirm with the Project Manager if the attached guarantee is the latest version approved by the Owner.

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**Department of Education  
State of Louisiana**

**ROOF MEMBRANE/SYSTEM GUARANTEE  
For**

\_\_\_\_\_ (manufacturer) \_\_\_\_\_ has sold materials which have been used in applying a Roof Membrane/System comprised of \_\_\_\_\_ (list all membranes, insulation, substrates, fasteners and other components for a complete system) \_\_\_\_\_; 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) \_\_\_\_\_ guarantees to the Owner, subject to the terms, conditions, limitations stated herein, that the Roof Membrane/System listed above for the above building will remain in a watertight condition for a period of **20 years**, and the \_\_\_\_\_ (manufacturer) \_\_\_\_\_ will repair the Roof Membrane/System at its own expense with No Dollar Limit (NDL) over the life of this **TWENTY (20) YEAR WARRANTY** commencing with the date of Substantial Completion (as defined in the 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.

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 Owners claim be based in contract, tort, or strict liability.

**TERMS AND CONDITIONS**

1. \_\_\_\_\_ (manufacturer) \_\_\_\_\_ shall be liable under this Guarantee only if;
  1. The Roof Membrane/System is installed according to \_\_\_\_\_ (manufacturer) \_\_\_\_\_ specifications;
  2. The Rigid Rood Insulation is installed according to \_\_\_\_\_ (manufacturer) \_\_\_\_\_ specifications;
  3. The installation of the Roof Membrane and Roof Insulation is by a roofing Contractor approved in advance by \_\_\_\_\_ (manufacturer) \_\_\_\_\_;
  4. The use of \_\_\_\_\_ (manufacturer) \_\_\_\_\_

- materials has been approved in advance by \_\_\_\_\_  
(*manufacturer*) \_\_\_\_\_.
2. During the Term of this warranty; the Owner shall permit \_\_\_\_\_  
(*manufacturer*) \_\_\_\_\_, or manufacturer's agent access to the roof during regular business hours.
  3. Failure of either party to exercise or enforce specific terms, conditions or provisions shall not be construed to be a waiver of same.
  4. 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.
  5. 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.
  6. A fully executed original of this Warranty is required after acceptance by the Manufacturer and prior to Substantial Completion of the Project.

#### NOTICE OF CLAIM

1. Owner shall provide \_\_\_\_\_ (*manufacturer*)  
\_\_\_\_\_ with written notice within **THIRTY (30)** days of discovery of any leaks in the Roof System or should by reasonable diligence have been discovered; 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.
  1. 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.
  2. Further, by \_\_\_\_\_ (*manufacturer*) \_\_\_\_\_'s failure to respond as specified, subjects manufacturer to liability for full reimbursement 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).
  3. \_\_\_\_\_ (*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 provided the repairs are made by a manufacturer's

approved roofing contractor.

### EXCLUSIONS FROM COVERAGE

1. The \_\_\_\_\_ (*manufacturer*) \_\_\_\_\_ shall not have any liability under the terms of this **20-Year** NDL Warranty for any repair or replacement of the Roof Membrane/System caused by one or more of the following:
  1. Damage to the Roof Membrane/System caused by lightning, windstorm, hail, earthquake, tornado, hurricane, flood, malicious mischief, vandalism, chemical or organic deposits or other unusual occurrences.
  2. Damage to the Roof Membrane/System caused by:
    - (a) abuse or abnormal use of the roof or Roof Membrane/System or
    - (b) any deliberate or negligent act in maintaining the roof.
  3. Damage to the Roof Membrane/System caused by unauthorized repairs, alterations or modifications, or subsequent work on or through the roof done without prior written approval by \_\_\_\_\_ (*manufacturer*) \_\_\_\_\_ of the method and material to be used.
  4. Damage to the Roof Membrane/System caused by structural defects or failures (including, but not limited to, setting or shifting of the building, and cracking or movement or girders, beams, partitions or foundations) or defects or failure of any substrate component, including defects in application of any substrate component to which the Membrane/System is installed.
  5. Damage to the Roof Membrane/System caused by falling objects.
  6. Damage to the Roof Membrane/System caused by movement of metal work used in conjunction with the Roof Membrane/System.
  7. Damage to the Roof Membrane/System caused by installation of a sprinkler system, water or air conditioning equipment, radio or television antenna, framework for signs, water tower or other installation on the roof after the installation of the Roof Membrane without a prior written approval by \_\_\_\_\_ (*manufacturer*) \_\_\_\_\_ of the methods and materials to be used.
  8. Damage to the Roof Membrane/System resulting from other than occasional traffic across its surface or from its use as a storage area or recreational surface or for any other similar purposes.
  9. Damage to the Roof Membrane/System caused by a change in use of the building without prior written approval of \_\_\_\_\_ (*manufacturer*) \_\_\_\_\_.
  10. Damage to the Roof Membrane caused by ponding of water or other conditions resulting from improper drainage.

### LIMITATIONS OF LIABILITY

\_\_\_\_\_ (*manufacturer*) \_\_\_\_\_ shall be liable only for the cost of repair of such existing Roof Membrane/System by an approved \_\_\_\_\_ (*manufacturer*) \_\_\_\_\_ contractor and will not be liable for damages to other components of the roof assembly or the

building or the contents or for consequential damages. The expense of removing and replacing traffic surfaces built over the roof shall be borne by the Owner.

### **WARRANTY RESPONSIBILITY**

FIRST (1<sup>st</sup>.) year through the TWENTIETH (20<sup>th</sup>) 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 Substantial completion will be the Contractor per provisions of the Two Year Roofing Guarantee.

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, THE RECOVERY SCHOOL DISTRICT, AND/OR THE ORLEANS PARISH PUBLIC SCHOOLS AND IS NOT TRANSFERABLE OR ASSIGNABLE TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF THE MANUFACTURER, \_\_\_\_\_ (manufacturer) \_\_\_\_\_.

THIS WARRANTY REQUIRES THE ORIGINAL SIGNATURES OF ANY 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.



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**PREFABRICATED PRECAST CONCRETE STRUCTURES**

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**ROOFING GUARANTEE**

1. Following are the specification requirements for Prefabricated Precast Concrete Structures

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APPENDIX A-3  
**PREFABRICATED PRECAST CONCRETE STRUCTURES**

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## SECTION 13 42 00 – PRE-FABRICATED PRECAST CONCRETE STRUCTURES

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This section includes engineering and structural design, off-site fabrication, delivery, and on-site erection of all precast concrete structures and other related precast concrete elements that are included in the building manufacturer's scope of work.
- B. Pre-fabricated precast concrete structure includes the following:
  - 1. Exterior walls
  - 2. Interior walls
  - 3. Roof Slab (not final roofing)
  - 4. Floor Slab (not final flooring)
  - 5. Electrical components (as indicated on drawings)
- C. Building Sizes: Building shall consist of multiple sections designed so that the sections can be joined together to form a complete structure that maintains a positive alignment of floors, walls, and roof. The standard interior height, floor to roof slab shall be 11'-0".

#### 1.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide prefabricated concrete structure capable of withstanding the following design loads within limits and under conditions indicated:
  - 1. Wall Dead Load: 65 psf
  - 2. Floor Live Loads: 40 psf (100 psf at corridors)
  - 3. Floor Dead Load: 40 psf
  - 4. Roof Live Load: 20 psf
  - 5. Roof Dead Load: 40 psf
  - 6. Wind Loads: Wind Speed per Location Per Building Code
  - 7. Seismic Loads: Per Building Code
  - 8. Design framing system and connections to maintain clearances at openings, to allow for fabrication and construction tolerances, to accommodate live load deflection, shrinkage and creep of primary building structure, and other building movements. Member deflections shall meet the limits of ACI 318 and PCI MNL-116.
  - 9. Thermal Movements: Provide for thermal movements noted.
    - a. The precast system design shall consider the maximum seasonal climatic temperature change.
    - b. Member and connection design shall consider through thickness thermal gradients as appropriate.

#### 1.3 DESIGN REQUIREMENTS

- A. Structure Interface and Integration with Building: Design precast concrete units to integrate and interface with building components, concrete structures, mechanical and electrical components, and other related systems. Provide precast concrete units to conform to the dimensions and configurations shown on the contract bid documents.
- B. Precast concrete structures shall be cast as four, five, or six-sided as dictated by project design. All building units will incorporate insulated sandwich panel exterior walls.
- C. All work shall conform to the standards of the applicable building codes:

1. International Building Code, Current Edition
2. National Electrical Code, Current Edition
3. International Fire Code, Current Edition
4. International Energy Conservation Code, Current Edition

#### 1.4 REFERENCE STANDARDS

- A. American Concrete Institute (ACI)
  1. ACI 117, Standard Specifications for Concrete Construction and Materials.
  2. ACI 301, Structural Concrete for Buildings
  3. ACI 304, Measuring, Mixing, Transporting, and Placing Concrete.
  4. ACI 309, Consolidation of Concrete.
  5. ACI 318, Building Code Requirements for Reinforced Concrete
  
- B. American Society Testing and Materials (ASTM)
  1. ASTM A36, Carbon Structural Steel
  2. ASTM A497, Welded Deformed Steel Wire Fabric for Concrete Reinforcement
  3. ASTM A500, Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
  4. ASTM A615, Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
  5. ASTM A706, Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
  6. ASTM A992, Standard Specification for Structural Steel Shapes
  7. ASTM C31, Standard Practice for Making and Curing Concrete Test Specimens in the Field
  8. ASTM C33, Concrete Aggregates
  9. ASTM C39, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
  10. ASTM C94, Standard Specification for Ready-Mixed Concrete
  11. ASTM C143, Standard Test Method for Slump of Hydraulic-Cement Concrete
  12. ASTM C150, Portland Cement
  13. ASTM C172, Standard Practice for Sampling Freshly Mixed Concrete
  14. ASTM C330, Lightweight Aggregates
  15. ASTM C494, Chemical Admixtures for Concrete
  
- C. American Welding Society (AWS)
  1. AWS D1.1, Structural Welding Code – Steel
  2. AWS D1.4, Structural Welding Code – Reinforcing Steel
  
- D. Precast/Prestressed Concrete Institute (PCI)
  1. PCI MNL-116, Manual of Quality Control for Plants and Production of Precast and Prestressed Concrete Products
  2. PCI MNL-120, Design Handbook: Precast and Prestressed Concrete
  3. PCI MNL-124, PCI Design for Fire Resistance of Precast/Prestressed Concrete
  4. PCI MNL-127, Recommended Practice for Erection of Precast Concrete
  5. PCI MNL -135, Tolerance Manual

#### 1.5 SUBMITTALS

- A. Product Data: Manufacturers catalog cut-sheets, published specifications, and material description for each sub-component that is incorporated in the pre-fabricated precast concrete structure, and other if requested by Architect.

B. Shop Drawings:

1. Fabrication drawings and attachment of the various components, including reinforcement detailing, bending, and placing concrete reinforcement in compliance with ACI 318.
2. Elevations, sections, and dimensions for all precast concrete units including anchors, inserts, and embedded cast-in place items.
3. Mechanical, electrical, and plumbing layouts indicating location of all conduits and boxes, and plumbing line penetrations.
4. Drawings and structural calculations shall be signed and sealed by a Professional Engineer registered in the State of the project, who is experienced in the design of the precast concrete structure components.

1.6 QUALITY ASSURANCE

- A. General: Precast Concrete Structure Manufacturer shall perform work in compliance with applicable requirements of ACI 318, and PCI MNL-116, PCI MNL-120, PCI MNL-123, PCI MNL-124, and PCI MNL-127.
- B. Provide Owner and Architect access to manufacturing facility for inspections.
- C. Manufacturer Qualifications: A firm that complies with the following requirements and is experienced in producing precast concrete units similar to those indicated for this Project and with a record of successful in-service performance.
  1. Assumes responsibility for engineering structural precast concrete units to comply with performance requirements. The responsibility includes preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.
  2. Has sufficient production capacity to produce required units without delaying the Work.
  3. Is registered with and approved by authorities having jurisdiction.
  4. Plant of manufacturer shall be certified by the Precast/Prestressed Concrete Institute (PCI).
  5. Must have a minimum of five (5) years documented experience in the design and production of precast concrete building components.
- D. Design Standards: Comply with ACI 318 (ACI 318M) and the design recommendations of PCI MNL 120, "PCI Design Handbook – Precast and Prestressed Concrete," applicable to types of structural precast concrete units indicated.
- E. Quality-Control Standard: For manufacturing procedures and testing requirements and quality control recommendations for types of units required, comply with PCI MNL 116, "Manual for Quality Control for Plants and Production of Structural Concrete Products."
- F. Comply with camber and dimensional tolerances of ACI 318 and PCI MNL 135, "Tolerance Manual for Precast and Prestressed Concrete Construction."
- G. Product Options: Drawings indicate size, profiles and dimensional requirements of precast concrete units and are based on the specific types of units indicated.
- H. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code – Steel"; and AWS D1.4, "Structural Welding Code – Reinforcing Steel."

- I. Fire Resistance: Where indicated, provide structural precast concrete units whose fire resistance meets the prescriptive requirements of the governing code or has been calculated according to PCI MNL-124 “PCI Design for Fire Resistance of Precast/Prestressed Concrete“.

#### 1.7 PRODUCT STORAGE, DELIVERY, AND HANDLING

- A. Store units with adequate dunnage and bracing and protect units to prevent contact with soil, staining, and to prevent cracking, distortion, warping or other physical damage.
- B. Store units, unless otherwise specified, with dunnage across full width of each bearing point.
- C. Place stored units so identification marks are clearly visible, and units can be inspected.
- D. Deliver all structural precast concrete units in such quantities and at such times to assure compliance with the schedule and proper setting sequence to ensure continuity of installation.
- E. Handle and transport units in a position consistent with their shape and design in order to avoid excessive stresses which would cause cracking or damage.
- F. Lift and support units only at designated points shown on the Shop Drawings.

1.8 SEQUENCING: Furnish loose connection hardware and anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, templates, instructions, and directions, as required, for installation.

1.9 CONCRETE TESTING SERVICE: The fabricator shall employ a full time quality assurance person or persons to perform material evaluation tests and to design concrete mixes.

1.10 SINGLE-SOURCE ENGINEERING RESPONSIBILITY: Provide engineered pre-fabricated concrete structure to support the local design codes, with design approved and certified by a qualified professional engineer.

1.11 PROFESSIONAL ENGINEER QUALIFICATIONS: A Professional Engineer who is legally authorized to practice in the state of the project and who is experienced in providing engineering services of the kind indicated that have resulted in installing pre-fabricated concrete structures similar to those indicated for this Project and with a record of successful in-service performance.

### PART 2 – PRODUCTS

#### 2.1 GENERAL

- A. Provide materials and products to fabricate precast concrete structures in compliance with applicable requirements and reference standards.
  - 1. Provide pre-fabricated precast concrete structures consisting of four, five, or six-sided units. Coordinate installation of cast in hollow metal door and window frames, electrical, plumbing, fixtures and other items as indicated on the plans.

#### 2.2 ACCEPTABLE MANUFACTURERS

- A. Fibrebond Corporation.
- B. Or approved equal. Submit substitution request for approval.

## 2.2 FORM MATERIALS

- A. Forms for Exposed Finish Concrete: Metal or other acceptable panel-type materials to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Forms for Unexposed Finish Concrete: Metal or another acceptable material.
- C. Form Release Agent: Form release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

## 2.3 REINFORCING MATERIALS

- A. Rebar: ASTM A615 and/or A706.
- B. Welded Wire Fabric: ASTM A497.

## 2.4 STRUCTURAL MATERIALS

- A. Structural Beam/Channels: ASTM A992.
- B. Structural Tubing: ASTM A500 Gr. B.
- C. Angles/Flats: ASTM A36.

## 2.5 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I-II.
  - 1. Use one brand of cement throughout Project unless otherwise acceptable to Architect.
- B. Fine aggregate in accordance with ASTM C 33. Provide aggregates from a single source for exposed concrete.
- C. Aggregates: Normal-weight aggregate in accordance with ASTM C 33 and/or Light-weight aggregate in accordance with ASTM C 330. Provide aggregates from a single source for exposed concrete.
- D. Water: Potable.
- E. Admixtures, General: Provide concrete admixtures that contain not more than 0.1 percent chloride ions.
- F. Water-Reducing Admixture: ASTM C 494, Type A & F.
- G. High-Range Water-Reducing Admixture: ASTM C 494, Type A & F.

## 2.6 RELATED MATERIALS

- A. Epoxy Adhesive: Two-component gel epoxy suitable for use on dry or damp surfaces. Provide material type, grade, and class to suit Project requirements.

- B. Roof Joint Sealant: Roof joints must be sealed per manufacturer's recommendations.

## 2.7 PROPORTIONING AND DESIGNING MIXES

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301.
- B. Proportion of Light-weight concrete mixes: Expanded Clay Shale light weight concrete.
  - 1. Designed Unit Weight: 115 (+/- 5) pounds per cubic foot.
  - 2. Concrete strip strength: 2,500 psi at 18-24 hours.
  - 3. Concrete compressive strength: 5,000 psi at 28 days.
- C. Proportion of Normal-weight concrete mixes:
  - 4. Designed Unit Weight: 145 (+/- 5) pounds per cubic foot.
  - 5. Concrete strip strength: 2,500 psi at 18-24 hours.
  - 6. Concrete compressive strength: 5,000 psi at 28 days.
- D. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:
  - 1. The target slump limit shall be 7 1/2 (+/- 2 1/2) inches.
  - 2. The slump shall be monitored by full time quality assurance plant personnel.
- E. Adjustment to Concrete Mixes: Mix design adjustments may be required when characteristics of materials, job conditions, weather, test results, or other circumstances warrant.

## 2.8 ADMIXTURES

- A. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability or when pumping concrete.
- B. Use accelerating admixture in concrete slabs placed at ambient temperatures below 50 degrees F (10 degrees C).
- C. Use admixtures for water reduction and set accelerating or retarding in strict compliance with manufacturer's directions.

## 2.9 CONCRETE MIXING

- A. Concrete: Comply with requirements of ASTM C 94. Concrete must be produced/batched at the manufacturing facility location. Transit mixed concrete will not be accepted.

## PART 3 – EXECUTION

### 3.1 GENERAL

- A. Coordinate the installation of joint materials and other related materials with placement of forms and reinforcing steel.

### 3.2 FORMS

- A. General: Design, erect, support, brace, and maintain formwork to support vertical, lateral, static, and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances and surface irregularities per ACI 318 and PCI MNL-116 limits.
- B. Construct forms to sizes, shapes, lines, and dimensions shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, recesses, anchorages and inserts, and other features required in the Work.
- C. Fabricate forms for easy removal without hammering or prying against concrete surfaces.
- D. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.
- E. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before placing concrete. Retighten forms and bracing before placing concrete, as required, to prevent slurry leaks and maintain proper alignment.

### 3.3 PLACING REINFORCEMENT

- A. General: Comply with ACI 318 and PCI MNL-116 for details and methods of reinforcement placement and supports and as specified.
- B. Clean reinforcement of earth, ice, and other materials that reduce or destroy bond with concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers.
- D. Place reinforcement to maintain minimum coverages as indicated for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

### 3.4 INSTALLING EMBEDDED ITEMS

- A. General: Comply with PCI MNL-123 "Manual of Design for Connection for Precast and Prestressed Concrete Products" and as specified. Set and build into formwork anchorage devices and other embedded items required for other work that is attached to or supported by cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached.

### 3.5 PREPARING FORM SURFACES

- A. General: Coat contact surfaces of forms with an approved, nonresidual, form-coating compound before placing reinforcement.

### 3.6 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in.

- B. General: Comply with ACI 304, "Guide for Measuring, Mixing, Transporting, and Placing Concrete," and PCI MNL-116 "Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products" as specified.
- C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened sufficiently to cause seams or planes of weakness. Deposit concrete to avoid segregation at its final location.
- D. Consolidate placed concrete by mechanical vibrating equipment. Use equipment and procedures for consolidation of concrete complying with ACI 309 and PCI MNL-116.
- E. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of forms, until completing placement of a panel or section.
- F. Consolidate concrete during placement operations so that concrete is thoroughly worked around reinforcement, other embedded items and into corners.
- G. Bring slab surfaces to correct level with a straightedge and strike off.
- H. Maintain reinforcing in proper position on chairs during concrete placement.

### 3.7 FINISHING

- A. Smooth-Formed Finish: Provide a smooth-formed finish on formed concrete surfaces. Repair and patch defective areas with fins and other projections completely removed and smoothed.
- B. Non-Formed Finish: Provide an acceptable, level surface on non-formed concrete. Repair and patch defective areas with fins and other projections completely removed and smoothed.
- C. Stencil & Dye Finish: Provide stenciled brick pattern at exterior precast walls as indicated on the drawings. Provide dye as approved by Architect/Owner.

### 3.8 QUALITY CONTROL TESTING DURING FABRICATION

- A. General: The fabricator shall employ a qualified person or persons to perform tests and to submit test reports.
- B. Sampling and testing for quality control during concrete placement shall include the following.
  1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
  2. Slump: ASTM C 143; test at point of discharge as required by PCI MNL-116.
  3. Compression Test Specimen: ASTM C 31; one set of four standard cylinders for each compressive-strength test, unless otherwise directed. Mold and store cylinders for test specimens.
  4. Compressive-Strength Tests: ASTM C 39; multiple sets for each day's pour or as required by PCI MNL-116.
- C. Test results may be reported in writing to Architect and Contractor at their request. Reports of compressive strength tests shall contain the Project identification name and number, date of concrete placement, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength.

- D. Nondestructive Testing: Impact hammer or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.

### 3.9 CONSTRUCTION DESCRIPTIONS

#### A. Insulated Interior and/or Exterior Walls:

1. Exterior wall panels shall be of insulated sandwich panel construction with a final thickness of eight inches. Insulation shall be installed between the concrete layers to yield the specified R-value. Reinforcement shall be properly placed in both wythes of the concrete panel to provide adequate reinforcement and cover. Panels shall be poured to include all attachments necessary to lift and fully assemble the building units. Typical wall construction shall consist of two inches of 5000-PSI concrete, two inches of insulating foam, and four inches of 5000-PSI concrete respectively. Connectors shall be installed between the two wythes of concrete that pass through the foam and prevent floating or shifting in the foam during the pouring process. All concrete units shall be poured on flat smooth steel form-work that yields no visible seams in the finished panel. The side of the wall panels that faces the exterior shall be finished in one of the available finish options offered and will be selected by the Architect. The interior side of all panels shall yield a paintable surface. Wall panels must be bolted or welded to the adjoining floor and roof.

#### B. Interior Walls:

1. Interior wall panels shall be of solid or "ribbed" walls will be a minimum of four inches in thickness. Reinforcement should be properly placed in the concrete panel to provide adequate reinforcement and cover. Panels should be poured to include all attachments necessary to lift and fully assemble the building units. Wall panels should be poured on flat smooth steel form-work. Small air pockets (1/4") and pits will be acceptable.

#### C. Roofs:

1. Building roofs shall be constructed of six-inch "ribbed" panel construction. Roofs must be bolted to adjoining walls. Properly reinforced 5000-PSI concrete shall be used for all roof panels. Concrete ribs will be placed a maximum of 48" on center. Concrete ribs shall be of adequate size to resist the loadings applicable of the building design.

#### D. Floors:

1. Building floors shall be of six-inch ribbed construction with proper rib size and spacing to meet the required floor loadings. Properly reinforced 5000-PSI concrete shall be used for all floor panels. Concrete ribs will be placed a maximum of 48" on center. Concrete ribs will be of adequate size to resist the loadings applicable to the building design. Reinforcement shall be properly placed in the concrete panel to provide adequate reinforcement and cover. Panels shall be poured to include all attachments necessary to lift and fully assemble the building units. All concrete units shall be poured on flat smooth steel form-work. Floor must be bolted to adjoining walls. All structures to be shipped with floor systems fully assembled to walls.

#### E. Transportation:

1. All buildings must be shipped fully assembled including walls, floors and roof. Building units shall be transported to the site in a manner and with proper bracing to keep buildings from shifting or racking during the transportation process. Proper shipping protection shall be used under the building units to keep any concrete floors from contacting trailer decks and absorb bumps during transport. Any

openings must be weatherproofed during transport to the extent deemed necessary by the building supplier to keep any interior components from getting damaged.

F. Site Installation:

1. Building units to be set onto foundations adequately designed and installed for this type of construction. High density plastic shims are to be placed under each unit at intervals determined by the precast manufacturer to achieve a setting surface level to  $\pm 1/8"$ . During the installation process of the building units, all wall and roof joints shall be maintained flush and plumb with each other. All units to be square, plumb, level, flush, aligned, and at designed elevation and location. After final positioning of building units, all horizontal and vertical seams shall be weatherproofed by others. All building-to-foundation and building-to-building section interconnections shall be installed (anchored or welded) to meet code requirements for the installation. Connections must be designed and approved by a licensed structural engineer. All interior and exterior building joints shall be finished, by others, in a manner that complies with architectural finish schedule.

#### PART 4 – SPECIFIC LIST OF STANDARD COMPONENTS

Typical - (See plans for specific quantities, locations, and types)

- Exterior:
  - 6" flat concrete roof.
  - 1-ply roof coating for temporary roofing.
  - Stencil and dye exterior, or other finish as indicated.
- Interior
  - Smooth concrete walls ready to be primed, textured, and painted.
- Door Frames:
  - 16 gauge steel cast-in steel hollow metal frame primed.
- Windows:
  - Aluminum and glass insulated windows, as specified by others, installed in 16 gauge cast-in steel frame.
- Electrical: Electrical components may be composed of some or all of the following:
  - Cast-in junction box with associated conduit and pull strings for interior duplex receptacles
  - Cast-in junction box with associated conduit and pull strings for interior duplex receptacle for TV
  - Cast-in junction box with associated conduit and pull strings installed directly above marker board for clock installation
  - Cast-in junction box with associated conduit and pull strings installed adjacent to TV receptacle for CCTV
  - Cast-in junction box with associated conduit and pull strings installed for fire alarm/strobe
  - Cast-in 4" junction boxes with associated conduit and pull strings installed for data
  - Cast-in 4" junction box with associated conduit and pull strings installed for intercom
  - Cast-in junction box with associated conduit and pull strings installed for fire alarm pull box
  - Cast-in junction box with associated conduit and pull strings for light switches for interior lights
  - All wire, devices, equipment and conduit not cast-in concrete, by others.
  - Sleeves and/or block-outs not on approved precast shop drawings must be coordinated with precast manufacturer prior to cutting and/or installation. These items, and their installation, will not be the responsibility of the precast manufacturer.
- Plumbing, Fire Protection, & HVAC:
  - Provide sleeves and/or block-outs as required for penetrations.

- Sleeves and/or block-outs not on approved precast shop drawings must be coordinated with precast manufacturer prior to cutting and/or installation. These items, and their installation, will not be the responsibility of the precast manufacturer.

END OF SECTION 13 42 00

NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)



# I

# INTERIORS

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## SECTIONS

Finishes – Flooring

Finishes – Base and Accessories

Finishes – Wall Finishes

Finishes – Ceilings

NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)

# I

# INTERIORS

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## FINISHES - FLOORING

### PURPOSE

The purpose of this section is to provide a guide to designers for selecting appropriate room finishes. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). Owner will consider other materials if justified and appropriate.

<b>Vinyl Composition Tile</b>	Use	Floor finish
	Product	Class 2 (through pattern tile), 12 by 12 inches by 0.125 inch thick minimum.
	Manufacturer	Armstrong; Tarkett; Mannington Mills
	Notes	Extend vinyl tile under fixed casework and components. Coordinate patching and filling of subfloor with other Sections. Owner will not pay for additional patching and filling. Complete moisture testing, ASTM F1869, of concrete floor slabs prior to installation.
<b>Carpet</b>		
<b>Carpet</b>	Use	Floor finish on 2 <sup>nd</sup> levels, offices and specialty spaces
	Product	Tufted, Solution dyed nylon fibers, level or multi-level loop system with water proof backing system, sealed or welded seams.
	Manufacturer	Interface; Tandus; Shaw
	Notes	Carpet tiles Patterns are acceptable, confirm extent with Owner. Coordinate patching and filling of subfloor to provide a level installation surface with other Sections. Owner will not pay for additional patching and filling. Complete moisture testing, ASTM F1869, of concrete floor slabs prior to installation.
<b>Ceramic Tile</b>		
<b>Ceramic Tile</b>	Use	Restroom and locker room floor finish
	Product	Unglazed ceramic mosaic tile, 1x1 or 2x2, nominal 1/4 inch thick with abrasive admixture
	Manufacturer	Dal-Tile, Keystones, price groups 1-4; American Olean; Buchtal.
	Notes	Thin set installation according to TCA Handbook Thin set installation at public restroom locations according to TCA Handbook Provide waterproofing membrane on upper levels Provide crack suppression membrane on thin set installation for substrate cracks Provide metal edge or marble transitions at transitions to other materials Manufacturers standard tile patterns are acceptable. Grout shall be dark-colored

## FINISHES - FLOORING

<b>Sealed Concrete</b>	Use	Mechanical and service area floor finishes
	Product	Acrylic water based urethane clear sealer or modified silane system.
	Manufacturer	L.M. Scofield; Dayton Superior; Kemiko Concrete Products.
	Notes	Confirm use and location of pigmented sealer with Owner. Utilize a pigmented sealer under seating areas in Auditoriums.
<b>Resinous Flooring</b>	Use	Food Service area floor finish
	Product	Troweled or screeded epoxy flooring
	Manufacturer	Stonehard Stoneshield SLT, NEOGARD Neo-Quartz 125 Broadcast, Tnemec Deco-Tread Series 222 and Deco-Clear Series 284 Sealer
	Notes	VOC Content of Liquid-Applied Flooring not more than 100 g/L when calculated according to 40 CFR 59, Subpart D (EPA Method 24) Color selected by Owner from manufacturer's full range. Textured for slip resistance. Integral 6" cove base

NEW ORLEANS SIGNATURE CENTER CAMPUS (DET-AM 3/11)

## FINISHES - BASE AND ACCESSORIES

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**PURPOSE**

The purpose of this section is to provide a guide to designers for selecting appropriate room finishes. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Resilient Base (Rubber)</b>		
	Use	Floor/Wall base at VCT and Carpet and other finishes
	Product	Type TS, rubber vulcanized thermoset, Group 1, Cove base with 0.125 inch thickness. Standard height 4 inches.
	Manufacturers	Johnsonite; Armstrong; Mannington Mills; Flexco
Notes	Utilize preformed outside corners	
<b>Ceramic Tile</b>		
	Use	Floor/Wall base at Ceramic tile areas
	Product	Cove Type, 1x1 or 2x1
	Manufacturer	Dal-Tile; American Olean; Buchtal
Notes	Provide base cap, cove, external and internal corner pieces as required by installation	

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## FINISHES - WALL FINISHES

### PURPOSE

The purpose of this section is to provide a guide to designers for selecting appropriate room finishes. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Paint (GWB)</b>		
	Use	Wall finish for gypsum wallboard walls
	Product	Institutional low odor/voc latex system, MPI INT 9.2 M, 3 coat premium system. Water based epoxy coating system, MPI INT 9.2 F, 3 coat premium system.
	Manufacturers	Products by Manufactures on the MPI Approved Product List
	Notes	Work includes preparation of surfaces and priming. Comply with MPI standards for materials and installation. Utilize epoxy paint system in areas subject to abuse. Review gloss levels with the Owner.
<b>Paint</b>		
	Use	Coating for materials
	Product	Institutional low odor/voc latex system complying with MPI codes for specific materials. Three coat premium system.
	Manufacturers	Products by Manufactures on the MPI Approved Product List
	Notes	Work includes preparation of surfaces and priming. Comply with MPI standards for materials and installation. Review gloss levels with the Owner.
<b>Paint</b>		
	Use	High performance coating
	Product	Water based epoxy coating systems complying with MPI codes for specific materials. Three coat premium system.
	Manufacturers	Products by Manufactures on the MPI Approved Product List
	Notes	Work includes preparation of surfaces and priming. Comply with MPI standards for materials and installation. Review gloss levels with the Owner. Utilize in areas subject to abuse, high humidity or other environmental conditions.
<b>Glazed Ceramic Wall Tile</b>		
	Use	Wall finish in restrooms and shower areas
	Product	Flat, plain faced tile with cushioned edges. Bright opaque glaze.
	System	Thin set installation per TCA Handbook
	Manufacturers	Dal-Tile; American Olean; Buchtal
	Notes	

## FINISHES - CEILINGS

### PURPOSE

The purpose of this section is to provide a guide to designers for selecting appropriate room finishes. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Acoustical Tile Ceiling</b>		
	Use	Finish ceiling
	Product	Manufacturers standard panels, ASTM E 1264. Wet formed mineral fiber, Type III, Class A, 24 x 24 square edge, humidity and sag resistant
	Manufacturers	Armstrong, USG, Certainteed
	Notes	<p>Include suspension system, wide face.</p> <p>Utilize aluminum grid in food service, restrooms and locker room areas.</p> <p>Provide antimicrobial, fungicide and bacteria treatment.</p> <p>Provide impact resistant panels and hold down clips in areas subject to abuse.</p> <p>Fire rated systems, grid and panels, as required by Building Code.</p> <p>Provide high NRC and CAC type panels where required by specialty acoustic areas.</p> <p>Provide scrubbable, soil resistant, non-perforated panels in food service areas.</p>
<b>Paint (exposed structure)</b>		
	Use	Finish for exposed structure areas
	Product	Water based dry fall system over shop applied primer, MPI INT 5.1 CC
	Manufacturers	Products by Manufacturers on the MPI Approved Product List.
	Notes	<p>Work includes preparation of surfaces.</p> <p>Comply with MPI standards for materials and installation.</p>
<b>Paint (GWB)</b>		
	Use	Finished ceiling in restrooms and other areas.
	Product	<p>Institutional low odor/voc latex system, MPI INT 9.2 M, 3 coat premium system.</p> <p>Water based epoxy coating system, MPI INT 9.2 F, 3 coat premium system.</p>
	Manufacturers	Products by Manufactures on the MPI Approved Product List
	Notes	<p>Work includes preparation of surfaces and priming.</p> <p>Comply with MPI standards for materials and installation.</p> <p>Utilize epoxy paint system in areas subject to abuse.</p> <p>Review gloss levels with the Owner.</p>

## FINISHES - CEILINGS

Gypsum Wall Board		
Use	Interior Ceiling System substrate at restrooms	
Product	Moisture and Mold Resistant Gypsum Wallboard, ASTM C1396, D3272, Type X, 5/8 inch thick minimum, with moisture and mold resistance.	
Manufacturers	National Gypsum; USG; Lafarge; Georgia Pacific	
Notes	Provide additional layers of gypsum board as required by fire ratings.	

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# Q

# EQUIPMENT

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## SECTIONS

Specialties

Equipment

Food Service Equipment

Furnishings

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# Q

# EQUIPMENT

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**PURPOSE**

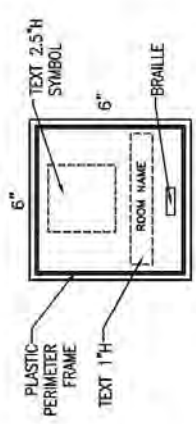
The purpose of this section is to provide a guide to designers for selecting appropriate building specialties. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Markerboards</b>		
	Use	Visual Display Board in Classroom and support spaces
	Product	Factory assembled high pressure factory laminated markerboard assembly of 3 ply construction consisting of backing sheet, 3/8 inch thick particleboard core, and 0.021 inch thick, minimum, porcelain enamel face sheet with high gloss finish. Extruded anodized aluminum trim.
	Manufacturers	Claridge; AARCO Products; Platinum Visual Systems
	Notes	Mechanically attach to walls. Accessories include 2 inch high display rail, end stops, map hooks, map clips, flag holder and paper holder. No lines or graphics.
<b>Tackboards</b>		
	Use	Tackboards in Classrooms and throughout building
	Product	Factory assembled tackboard assembly of natural cork, plastic impregnated cork sheet or vinyl faced fabric over industrial fiberboard with factory applied anodized aluminum trim.
	Manufacturers	Claridge; AARCO Products; Platinum Visual Systems
	Notes	Mechanically attach to walls. Factory assembled combination units with markerboard acceptable.
<b>Interior Signage</b>		
	Use	Interior identification signage
	Product	Acrylic sheet assembly with CNC cut chemically welded to surface characters and embedded Braille.
	Notes	Provide room signs at all spaces, provide signage in compliance with ADAAG and local codes.  Signs to be mechanically attached with concealed fasteners. Double-stick pads are not acceptable  Provide acrylic sheet CNC cut signage with chemically welded surface characters, embedded Braille and inserts. The minimum requirements are as indicated on the attached sketch.  Provide "Maximum Capacity" signs for the spaces classified as assembly occupancy or any other space which requires an Occupant Load Posting.  Provide "No Smoking" signs at all public entries.  Provide "Exit #" signs at all exterior doors.

**SPECIALTIES**

		<p>Provide "Baby Changing Station" sign at public group restrooms.</p> <p>Number each space consecutively in each wing starting at a 1000 series on the first floor. Number the rooms even on one side of the corridor and odd on the opposite side of the corridor. Subsequent wings should be 1200 series, 1300 series, etc. The second floor would start with the 2000 series.</p> <p>Unless otherwise required by code, interior signs shall be 60" high a.f.f. to the centerline of the sign and 6" from the edge of the latch side of the adjacent door frame to the edge of the sign.</p>
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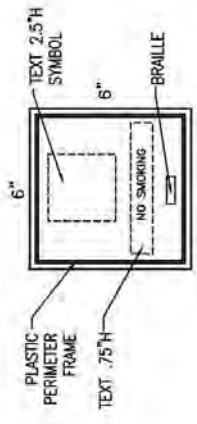


6" H X 6" W X 1/8" ID PLASTIC FRAMED ADA RESTROOM/STAIR SIGN WITH 2.5" H RAISED GENDER/STAIR SYMBOL, 1.5" H RAISED WHEELCHAIR SYMBOL (RESTROOM SIGNS ONLY), 1" H RAISED COPY AND BRAILLE

STYLE: HELVETICA MEDIUM

MOUNTING:  
INSERT-MAGNETIC TAPE  
FRAME-VINYL TAPE & MECH. FASTENED

**RESTROOM & STAIR**

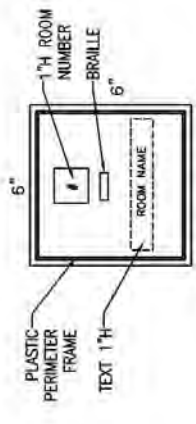


6" H X 6" W X 1/8" ID PLASTIC FRAMED ADA NON SMOKING SIGN WITH 1" H RAISED COPY AND BRAILLE

STYLE: HELVETICA MEDIUM

MOUNTING:  
INSERT-MAGNETIC TAPE  
FRAME-VINYL TAPE & MECH. FASTENED

**NO SMOKING**



6" H X 6" W X 1/8" ID PLASTIC FRAMED ADA MISC. SIGN WITH 1" H RAISED COPY AND BRAILLE

STYLE: HELVETICA MEDIUM

MOUNTING:  
INSERT-MAGNETIC TAPE  
FRAME-VINYL TAPE & MECH. FASTENED

**MEP, IT, SERVICE & UTILITY**

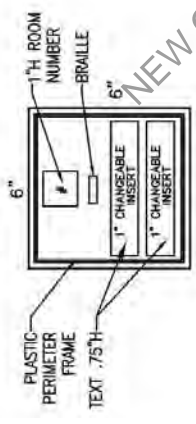


6" H X 6" W X 1/8" ID PLASTIC FRAMED ADA MAXIMUM CAPACITY SIGN WITH 1" H RAISED COPY AND BRAILLE

STYLE: HELVETICA MEDIUM

MOUNTING:  
INSERT-MAGNETIC TAPE  
FRAME-VINYL TAPE & MECH. FASTENED

**MAXIMUM CAPACITY**



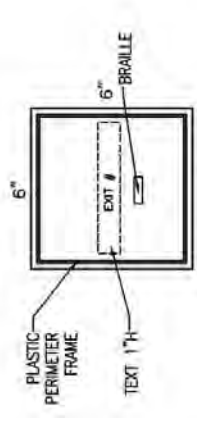
6" H X 6" W X 1/8" ID PLASTIC FRAMED ADA CLASSROOM SIGN WITH (1) 6" H X 6" W INSERT AND 1" H RAISED ROOM NUMBER & BRAILLE

SIGN HAS (2) POCKETS TO EACH HOLD (1) 1"X6" WX.020 CLEAR LEXAN INSERT WITH 3/4" H SURFACE VINYL COPY

STYLE: HELVETICA MEDIUM

MOUNTING:  
INSERT-MAGNETIC TAPE  
FRAME-VINYL TAPE & MECH. FASTENED

**TYPICAL ROOM (INCLUDING STORAGE)**



6" H X 6" W X 1/8" ID PLASTIC FRAMED ADA MISC. SIGN WITH 1" H RAISED COPY AND BRAILLE

STYLE: HELVETICA MEDIUM

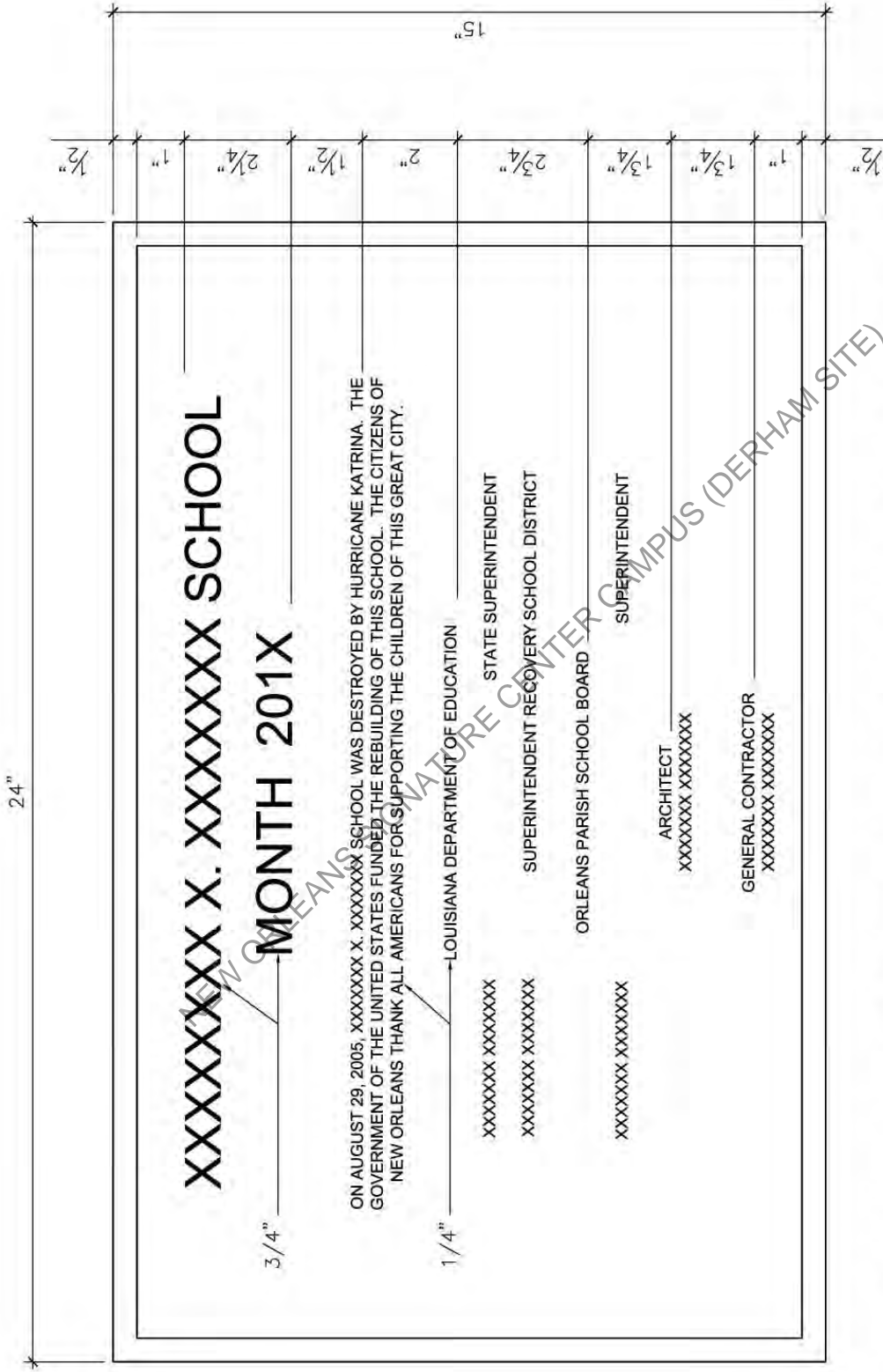
MOUNTING:  
INSERT-MAGNETIC TAPE  
FRAME-VINYL TAPE & MECH. FASTENED

**EXTERIOR EXIT**

**Interior Signage Templates**

## SPECIALTIES

<b>Exterior Marquee</b>	Use	Exterior school marquee signage
	Product	A single or double sided translucent, interior case with interior lighting with a 6'-0" wide X 4'-0" high face
	Notes	<p>Sign to have the school name in a removable panel with Charter's name and provision for removable lettering below.</p> <p>The base and surround should be masonry or concrete.</p> <p>Marquee sign visible to the primary right of way bounding the school site.</p> <p>The marquee sign assembly must comply with ASCE 7 and wind load requirements to withstand applicable wind speeds. Design must also comply with all local codes and ordinances.</p> <p>Review final marquee sign design and features with the Owner for final approval.</p>
<b>Exterior Door Identification Signs</b>	Use	Exterior door identification signage
	Product	Aluminum panel sign with die-cut vinyl applied characters. Applied die-cut vinyl characters adhered to glazing. Cut aluminum plate letters 0.25 inch thick.
	Notes	Identify exterior doors for emergency operations.
<b>Dedication Plaques</b>	Use	Building dedication plaque
	Product	Cast bronze or etched metal (zinc)
	Manufacturers	A.R.K. Ramos; Matthews Int. Corp; Metal Arts
	Notes	<p>Provide a 24" wide X 15" tall school dedication plaque at or near the main entrance to the school. Final location to be approved by Owner. Sign to be cast bronze, etched zinc, or aluminum. The required copy for the sign is as per the attached sketches for RSD schools. A similar sign is required for OPSB Schools. Architect to confirm requirements for OPSB schools with Owner.</p> <p>Text to be confirmed with the Owner.</p>



STANDARD DEDICATION PLAQUE

## SPECIALTIES

<b>Toilet Compartments</b>	Use	Toilet compartments for restrooms
	Product	Solid Polymer 1 inch thick HDPE with homogenous color throughout.
	Manufacturers	Scranton Products (Comtec, Santana); Bradley; Accurate Partitions Corp.
	Notes	Full height, floor to ceiling pilasters with stainless steel connection hardware/brackets. Heavy duty stainless steel hardware. Urinal screens shall be wall hung with full height, floor to ceiling supports. Vandal resistant fasteners.
<b>Toilet Accessories</b>	Use	Toilet accessories in classrooms, restrooms, locker rooms
	Product	Stainless Steel, galvanized steel,
	Manufacturers	Bobrick; Bradley; American Specialties , (and Excel Dryer Inc.; for electric hand dryers)
	Notes	Grab bars, towel dispensers, folding shower seats, shower rods, towel hooks, sanitary napkin disposals, robe hooks, electric hand dryers, mirrors, and recessed waste receptacles  Install with vandal resistant fasteners.  Locate diaper changing station in a handicap accessible stall in each of the public group restrooms.  Provide all restrooms with sensor activated electric hand dryers in a stainless steel or enameled heavy duty metal housing.  Locate Owner provided, Contractor installed, soap dispensers at all lavatories, sinks, utility sinks, and gang hand wash stations; one at each sink/lavatory and 3-4 at each gang hand wash station.  Locate Owner provided, Contractor installed toilet paper dispensers at all toilets.  Locate Owner provided, Contractor installed paper towel dispensers at all sinks and hand wash stations Verify roll or fold type dispensers with Owner.  Detail and specify required blocking and fasteners at all wall mounted equipment.  Provide all student and public accessible restrooms with stainless steel mirrors.  Restrooms only accessible by staff are to have glass mirrors with a stainless steel channel frame.

## SPECIALTIES

<b>Staff Lockers</b>	Use	Staff lockers
	Product	Angle frame all welded locker configuration. Doors shall be 14 gauge with perforated or expanded metal in a steel frame. Recessed latching
	Manufacturers	Lyon; Republic Storage Systems; Penco Products, Inc.; Art Metal; Debourgh; List Industries
	Notes	Provide two staff lockers in each Coach Office. Provide staff lockers at other locations per the Educational Specifications. Single tier locker units, 12"W x 18"D x 72"H.  Provide strike and eye for padlocking Integral or freestanding locker bench optional. Provide wall at end of all locker bays for protection. Provide box, double height or other combination of locker sizes as required by user numbers. Lifetime Warranty Factory applied baked enamel or powder coat finish.
<b>Flagpole</b>	Use	School flagpole
	Product	At each school, provide one, external halyard, prefinished aluminum flagpole  Ground Set: Alloy aluminum tubing flagpole with uniform conical taper. Directional sanded satin ground, anodized or powder coat finish. Gold anodized, aluminum ball with flush seam finial. Stationary, single metal sheave cast aluminum revolving with stainless steel bearing truck. One set of braided polypropylene ropes each with chrome plated bronze swivel snap hooks to accommodate two flags. One 9-inch cast aluminum cleat. Aluminum flash collar to match pole.
	Manufacturers	Baartol Company Inc.; Concord Industries; Elder Flag Manufacturing Company
	Notes	Flag pole and foundation assemble must comply with ASCE 7 and wind load requirements to withstand applicable wind speeds with two 4'-0" x 6'-0" flags flying. State and National flags to be provided by Owner.
<b>Fire Extinguisher Cabinets</b>	Use	Fire extinguisher cabinets
	Product	Rolled edge (2 ½"), semi-recessed, stainless steel, stainless steel door with vertical duo panel and red vinyl die cut letters.
	Manufacturers	Larsen; Potter-Roemer; J.L. Industries; Kidde

## SPECIALTIES

<b>Cubicle Curtains</b>	Use	Cubicle curtain separation in health centers
	Product	Flameproof nylon reinforced anti-bacterial 100% polyester material, solid bottom and mesh top portion. Extruded aluminum track 1-1/4 inch wide by 3/4 inch high with minimum wall thickness of 0.050 inch.
	Manufacturers	ADC Hospital Equipment; General Cubicle; Imperial Fastener.
	Notes	Provide breakaway curtain carriers. Surface mounted tracks.
<b>Operable Partition</b>	Use	Operable partition separating spaces
	Product	Paired and individual panels, manual operation, steel or aluminum frame, steel/gypsum board face liner with vinyl fabric wall covering finish
	Manufacturers	Modernfold; Hufcor; Panelfold
	Notes	STC 50 minimum Provide markerboards on panels where required Tackable surface optional

NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)

## EQUIPMENT

### PURPOSE

The purpose of this section is to provide a guide to designers for selecting appropriate equipment. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Dock Bumpers</b>		
	Use	Wall mounted bumpers at loading dock
	Product	Molded rubber or laminated tread with galvanized fasteners and accessories.
	Manufacturers	Pawling Corporation; Kelley Company; Rite Hite Corporation
	Notes	Mount horizontal, vertical or integral to leveler. Also Provide at delivery and trash locations with a dock.
<b>Goggle Cabinet</b>		
	Use	Goggle storage and sterilization
	Product	Metal goggle storage cabinet with UV sterilization
	Manufacturers	
	Notes	30 goggle capacity 110V, Designer to coordinate location of power outlets White baked enamel finish Key lock safety feature Auto UV light shut-off when doors are open Timer and ON indicator light

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NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)

## FOOD SERVICE EQUIPMENT

### PURPOSE

The purpose of this section is to provide a guide to designers for selecting appropriate furnishings. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>FOOD SERVICE</b>	Use	Equipment for Food Service spaces including but not limited to the food preparation area, serving area, storage, ware washing and the loading dock.
	Product	Varies by type, see below.
	Manufacturers	Varies by type, see below.
	Notes	See the Educational Specifications for detail and specific program requirements.
<b>Mixing Faucets w/Hose Threads</b>	Use	Faucets in Ware Washing, Kitchen/Food Preparation and the Can Wash.
	Product	Service Sink Faucet
	Manufacturers	T & S Brass No. B-0665-BSTP or approved equal
	Notes	For use with ¾" garden hose (by others).
<b>Air Curtain</b>	Use	At food service door to loading dock or receiving area.
	Product	Air Curtain
	Manufacturers	Mars Air Door No. N72-2U or approved equal.
	Notes	Provide with switch for on/off operation
<b>Storage Shelving</b>	Use	At food service Dry Storage and Cooler/Freezer
	Product	Storage Shelving
	Manufacturers	Cambro Camshelving or approved equal
	Notes	Units approximately 21" wide x 48" long. Number of units to fit room Approximately 40% of linear storage to be shelving.
<b>Dunnage Racks</b>	Use	At food service Dry Storage and Cooler/Freezer
	Product	Dunnage Racks
	Manufacturers	Cambro No DRS480 or approved equal
	Notes	Units approximately 21" wide x 48" long x 12" high. Approximately 60% of linear storage to be dunnage, Number of units to fit the room.
<b>Can Rack</b>	Use	At food service Dry Storage
	Product	Can rack
	Manufacturers	Win-holt No. CR-156F or approved equal
	Notes	Front load #10 can dispensing rack

## FOOD SERVICE EQUIPMENT

<b>Stainless Steel Floor Mop Sink</b>	Use	At Ware Washing or Chemical Storage
	Product	Mop Sink
	Manufacturers	Advance Tabco No. 9-OP-28 or approved equal
	Notes	a. No. K-240 faucet b. No. K-242 mop hanger c. No. K-244 hose and bracket
<b>Pot/Pan Sink</b>	Use	Pot/Pan Sink in Food Preparation/Kitchen
	Product	Pot/Pan Sink w/Overshelf
	Notes	Approximately 30" wide x 12'-0" long x 36" high, arrangement is stainless steel open base type with components/features/accessories as follows: a. Three (3) 24" x 30" x 14" deep sink compartments b. Two (2) splash-mount faucets c. Two (2) 27" long drainboard sections d. Undershelves except at sinks e. 15" wide x 12'-0" long stainless steel overshelf, mounted on tubular uprights and cantilever brackets 24" above sink top
<b>Hand Sinks</b>	Use	In food service areas including Kitchen/Food Preparation, Ware Washing and Serving Area
	Product	Hand Sinks
	Manufacturer	Advance Tabco No. 7-PS-51 or approved equal
	Notes	a. Splash-mounted faucet (hands free, battery operated electronic faucet) with batteries b. Lever drain c. Overflow d. Chrome plated "P" trap e. Number required per code
<b>Mobile Proofer/Warmers</b>	Use	In Kitchen/Food Preparation Area
	Product	Mobile Proofer/Warmers
	Manufacturers	Metro No. C599-SDC-U or approved equal
	Notes	Provide full height insulated cabinet, each with clear dutch doors; two (2) units are required
<b>Mobile Pan Racks</b>	Use	In Kitchen/Food Preparation Area
	Product	Mobile Pan Racks
	Manufacturers	CresCor No. 207-1820 or approved equal
	Notes	Provide each unit with corner bumpers
<b>Mobile Work Table</b>	Use	In Kitchen/Food Preparation Area
	Product	Mobile Work Table
	Manufacturers	
	Notes	30" wide x 60" long x 36" high as indicated on drawing, custom fabricated open base type with components/features/accessories as follows:

## FOOD SERVICE EQUIPMENT

		<ul style="list-style-type: none"> <li>a. Undershaft</li> <li>b. Swivel casters, two (2) with brakes</li> <li>c. Two units are required</li> </ul>
<b>Floor Drains</b>		
	Use	In Kitchen/Food Preparation Area as required by code
	Product	Floor Drain
	Manufacturers	
	Notes	Type and number per code
<b>Ice Machine</b>		
	Use	In Kitchen/Food Preparation Area
	Product	Ice Machine (Cuber) w/Storage Bin
	Manufacturers	Manitowoc No. SY-0854A (CEE Tier 3) or approved equal
	Notes	Air-cooled unit with components/features /accessories as follows: <ul style="list-style-type: none"> <li>a. B-570 ice bin</li> <li>b. Manufacturer recommended water filter</li> </ul>
<b>Mobile Utility Carts</b>		
	Use	At the Serving Area
	Product	Mobile Utility Cart
	Manufacturers	Lakeside No. 943 or approved equal
	Notes	Provide with vinyl corner bumpers
<b>Pass-Thru Cooler</b>		
	Use	At the Serving Area
	Product	Pass-Thru Cooler
	Manufacturers	Traulsen No. RHT-232-NPUT HHS or approved equal (Pass-Thru)
	Notes	Provide each with components /features/accessories as follows: <ul style="list-style-type: none"> <li>a. Half doors</li> <li>b. Ten (10) sets stainless steel universal pan slides on left side</li> <li>c. Six (6) wire shelves on right side</li> <li>d. Pass-Thru models are preferred</li> </ul>
<b>Pass-Thru Warmers</b>		
	Use	At the Serving Area
	Product	Pass-Thru Warmers
	Manufacturers	Traulsen No. RHF232-WP HHS or approved equal (Pass-Thru)
	Notes	Provide each with components/features/accessories as follows: <ul style="list-style-type: none"> <li>a. Half doors</li> <li>b. Twenty (20) sets stainless steel universal pan slides</li> <li>c. 36" long NEMA 14-20P cord/plug assembly</li> <li>d. Pass-Thru models are preferred</li> </ul>
<b>Microwave Oven</b>		

## FOOD SERVICE EQUIPMENT

	Use	In Kitchen/Food Preparation Area
	Product	Microwave Oven
	Manufacturers	Sharp No. R-22GTF or approved equal
	Notes	
<b>Mobile Tray/ Silverware Carts</b>	Use	At the Serving Area
	Product	Mobile Tray/Silverware Carts
	Manufacturers	Piper No. 715-1-A10 or approved equal
	Notes	Provide each with components/features/accessories as follows: a. Silverware holder of each cart to be modified to include one (1) 1/3 size 6" deep counter pan in center and four (4) stainless steel cylinders on each side of pan
<b>Mobile Hot Food Counters</b>	Use	At the Serving Area
	Product	Mobile Hot Food Counters
	Manufacturers	Ace Fabrication Design Series No. HFC-60-US or approved equal
	Notes	Approximately 32" wide x 60" long x 34" high unit, each with components/features/ accessories as follows: a. Four (4) hot food wells with drains, drain manifold, shut-off valve, and provisions for plastic drain hose b. 60" long x 18" high single service buffet food guard w/Hatco No. HL-54-2, display lamp w/protected incandescent lights bulbs to meet latest NSF requirements, and concealed electrical wiring c. 12" wide x 60" long solid-type stainless steel fold-down tray slide d. Plastic laminate base panels (verify color/pattern with Architect) e. Line-up locks for adjacent counter f. 60" long NEMA 14-30P cord/plug assembly g. Ace No. 47223 stainless steel floor mounted outlet box with NEMA 14-20R (GFI) receptacle

## FOOD SERVICE EQUIPMENT

<b>Mobile Cold Food Counters</b>		
	Use	At the Serving Area
	Product	Mobile Cold Food Counters
	Manufacturers	Ace Fabrication Design Series No. CMC-50-M (modified) or approved equal
	Notes	Approximately 32" wide x 74" long x 34" high unit, each with components/features/accessories as follows: a. Flat top space adjacent to Hot Food Counter b. One (1) 3-pan refrigerated cold pan c. 74" long x 18" high single service buffet food guard with pre-wired fluorescent light d. 12" wide x 74" long solid-type stainless steel fold-down tray slide e. Plastic laminate base panels (verify color/pattern with Architect) f. Line-up locks for adjacent counters g. 60" long NEMA 5-20P cord/plug assembly h. Ace No. 47223 stainless steel floor mounted outlet box with two (2) NEMA 5-15R (GFI) receptacles for this item
<b>Mobile Milk Coolers</b>		
	Use	At the Serving Area
	Product	Mobile Milk Coolers
	Manufacturers	True No. TMC-49-S-DS-SS (forced air cooled dual sided type) or approved equal
	Notes	Provide each with components/features/accessories as follows: a. Wrap around bumpers b. Ace No. 47223 stainless steel floor mounted outlet box with two (2) NEMA 5-15R (GFI) receptacles for this item
<b>Mobile Cashier Counters</b>		
	Use	At the Serving Area
	Product	Mobile Cashier Counters
	Manufacturers	Ace Fabrication Design Series No. CSC-28 or approved equal
	Notes	Approximately 32" wide x 28" long x 34" high unit, each with components/ features/accessories as follows: a. 12" wide x 28" long solid-type stainless steel fold-down tray slide on each side to accommodate two lines b. Plastic laminate base panels (verify color/pattern with Architect) c. 2" diameter holes in top for computer cables/cord/plug assemblies d. Cash drawer w/drawer lock e. Ace No. 47223 stainless steel floor mounted outlet box with one (1) NEMA 5-15R (GFI) receptacle and data

## FOOD SERVICE EQUIPMENT

		receptacle
<b>Reach-In Cooler/Refrigerator</b>		
	Use	At the Preparation Area
	Product	Reach-In Refrigerators; two units required
	Manufacturers	Traulsen G20010 or approved equal (Reach-In) and as required by space
	Notes	Provide each with components /features/accessories as follows: a. Half doors b. Ten (10) sets stainless steel universal pan slides on left side c. Six (6) wire shelves on right side d. Pass-Thru models are preferred
<b>Reach-In Freezer</b>		
	Use	At the Serving Area
	Product	Reach-In Refrigerators
	Manufacturers	Traulsen G22010 HHS or approved equal (Reach-In) and as required by space
	Notes	Provide each with components /features/accessories as follows: a. Half doors b. Ten (10) sets stainless steel universal pan slides on left side c. Six (6) wire shelves on right side d. Pass-Thru models are preferred

## FURNISHINGS

### PURPOSE

The purpose of this section is to provide a guide to designers for selecting appropriate furnishings. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Educational Casework</b>		
	Use	Classroom and support room fixed storage casework
	Product	Manufactured plastic laminate faced casework, custom grade. Base, wall and tall storage units. Reveal overlay with wire pull design.
	Manufacturers	TMI; LSI; Stevens; Commercial Casework of Jacksonville, FL
	Notes	Cabinet bodies shall be 3/4 inch thick core. Shelves shall be 1 inch thick. Provide moisture resistant particle board core Countertops shall be plastic laminate with 3mm PVC edging. Confirm locking requirements with Owner. Provide grommets within countertops at computer or electrical equipment locations.
<b>Laboratory Casework</b>		
	Use	Science lab fixed storage casework
	Product	Manufactured wood casework with chemical resistant finish. Manufactured of solid wood and plywood construction, no particle board. Mortised and tenoned type construction with all joints glued and screwed together. Lipped overlay with radius edge design. Laboratory countertops should be 1 inch thick epoxy resin.
	Manufacturers	Fisher Hamilton; Kewaunee; Leonard Peterson & Company
	Notes	Basic cabinet construction panels shall be 3/4 inch thick core. Shelves shall be 1 inch thick. Plastic Laminate or metal casework may be utilized with Owner approval. No 3mm edge banding on wood shelves. Hinges must attach into solid lumber not plywood. Full webframe construction of solid lumber with no part of cabinet frames to be less than 1-3/4 inch in width. Drawers to fit into fully boxed or framed compartments providing top, bottom and side guiding of drawers. Side or bottom mounted drawer slides not acceptable. Provide water, gas and air fixtures with this work. Epoxy resin sinks shall be utilized Chemical storage units shall be lined for chemical resistance with lipped edge shelves. Verify venting requirements with the type of chemicals to be stored. Specialty chemical storage units can be utilized. Provide specialty units as required by programmed spaces including but not limited to microscope storage, skeleton storage, student workstations, tote tray storage, demonstration tables, mobile storage units. Paper/map storage. Review framed glass door usage with Owner. Coordinate emergency eye wash and emergency shower requirements with function of space and plumbing systems.

**FURNISHINGS**

<b>Roller Window Shades</b>	Use	Interior and exterior window shades
	Product	Steel or aluminum tube roller designed for easy removal form mounting brackets and shade band material.
	Manufacturer	Mechoshade Systems; Draper Inc.; Hunter Douglas
	Notes	Provide electric shades at windows above 6'-0" a.f.f. Provide black-out shades at performance type spaces. Shade band material shall be selected based on location and function of space. Provide recessed pocket for shade assembly or aluminum fascia to conceal shade assembly. Manual shades shall operate with a pull cord/chain or crank. Coordinate electrical requirements and rough-ins for electrically operated shades. Group shade operators together where possible.
<b>Entrance Floor Mats and Frames</b>	Use	Floor mats at entrance areas
	Product	Extruded aluminum recessed mat frame, ASTM B 221. Roll-up vinyl or aluminum linked tread floor mat with fusion bonded carpet inserts, 28 oz. per sq. yd. or textured resilient inserts.
	Manufacturers	Balco Inc.; C/S Group; Pawling Corp.
	Notes	Review optional type entrance mats including carpet type tiles with Owner. Floor mat must be removable for cleaning.

NEW ORLEANS SIGNATURE CENTER - NEW ORLEANS, LOUISIANA - DERHAM SITE

# P

# PLUMBING

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## SECTIONS

Design Criteria

Plumbing Materials and Systems

NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)

# P

# PLUMBING

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NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)

**1.01 GENERAL**

- A. This section establishes the minimum design requirements that must be met by the Plumbing Design Professional. Local codes and standards may take precedence over these requirements.

**1.02 SITE DESIGN PARAMETERS**

- A. Determination of the available site services with regard to gas service, sanitary systems, domestic water system, and fire suppression system is necessary as a part of the site selection process.
- B. The building plumbing system design is to be complete to 5 feet outside the perimeter of the building foundation system. There may be some exceptions to this requirement for placement of food service grease interceptors, science room acid neutralizing sumps, water services, gas piping and regulators, and storm water structures. In these cases, the piping structures will be included as part of the building plumbing system design.
- C. The Plumbing Design Professional is required to evaluate the need and method to provide gas service to the building. If natural gas service is not available, the installation of liquid propane gas should be investigated with the School District before a decision is reached. The estimated gas loads for operation of the heating water boilers, domestic water heaters, food service equipment, science program usage, and miscellaneous items are obtained from the appropriate disciplines by the Plumbing Design Professional and totaled with the inclusion of a 10 percent safety factor. Discussion with the local gas company is necessary, both to determine potential service costs and to determine the responsibilities of the building owner and the gas company regarding installation. It is also important to determine the gas pressure requirements for the equipment in the building and communicate this need to the gas company.

**1.03 POTABLE WATER SYSTEM**

- A. All buildings shall include a potable domestic water system serving all sinks, toilets, showers, food service, custodial needs, hose bibbs, heating and chilled water plant fill systems, and drinking water coolers/fountains. All municipal domestic water entering the building must pass through a reduced pressure backflow preventer to protect the outside water source from contamination in the building. A main pressure-reducing valve is required if the incoming water pressure exceeds 80 psi.
- B. Water distribution throughout the facility will be through piping systems located above ceiling areas. Piping installed under slab areas will not be permitted, unless accessible for maintenance on the system.
- C. Domestic water systems within the building shall be non-metallic and copper tubing as approved by state and local codes. PEX shall be utilized on all piping 1 1/2" and smaller. Copper or polypropylene shall be utilized for sizes 2" and larger.
- D. Water piping and gas piping to island sinks on the ground floor shall be in an accessible trench in the floor with a removable cover.

- E. The required pressure for operation of the furthest fixture from the incoming service shall be no less than 30 psi, otherwise a pressure booster system will be required. The booster system should be a packaged unit that includes all controls. Provide a constant-speed or Variable Speed Controller (VFC) duplex or triplex pump package with bladder-type compression tank to meet the flow requirements. The booster system is to be placed on the emergency generator system so that operation can continue in the event of power outages such that the building can be used during emergency-type occupancies. Coordination with the Electrical Design Professional will be necessary. Minimum pressure required at the furthest fixture connection shall be 40 psi.
- F. Insulate the piping to minimum requirements of current ASHRAE 90.1 standard.

#### 1.04 DOMESTIC WATER HEATER SYSTEM

- A. A hot water return system with a recirculating pump shall be required if the building hot water piping is more than 50 feet in length.
- B. The on/off operation of the domestic hot water return pumps shall be controlled by a time clock or the temperature control system.
- C. Instantaneous water heaters with a storage tank, or direct vent, tank type water heaters shall be required for use applications in buildings with kitchens and/or shower room facilities. All water heaters shall have sealed combustion.
- D. The use of thermostatic mixing valves is required to maintain hot water temperature consistent with the plumbing code requirement to hand washing sinks and showers. Use a single valve or a high/low valve system based on minimum and maximum flow rates.
- E. An optional application to the building-wide hot water system is the use of a point-of-use instantaneous water heater for remote locations.

#### 1.05 SANITARY PIPING SYSTEM

- A. Piping materials shall include Schedule 40 polyvinyl chloride with solvent joints, cast iron, no hub, or cast iron, hub and spigot. Do not use Schedule 40 polyvinyl chloride piping where water temperatures could exceed 140 degrees F., including kitchen and cafeteria sinks and floor drains.
- B. Fill material around piping below slab shall be compacted granular material. Piping shall not be installed parallel/directly under walls. Minimum parallel distance from a wall to the pipe shall be 3 feet for repair access. See Figure B-1.

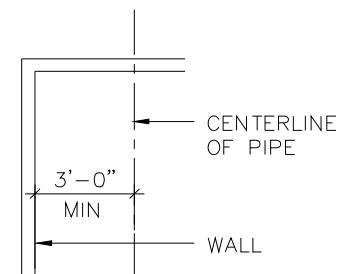


Figure B - 1

- C. Piping above grade shall be Schedule 40 polyvinyl chloride or cast iron, no hub with approved hanger spacing. Piping in a plenum shall be cast iron, no hub. Schedule 40 polyvinyl chloride is not approved for use in an air plenum space.
- D. Acid waste piping below grade will be Schedule 40 polypropylene with fusion joints. All acid waste piping above grade shall be Schedule 40 polypropylene with mechanical joints. Acid waste piping in a return air plenum shall be fire- and smoke-rated polyvinylidene fluoride or glass. Acid neutralizing sumps shall be located on the exterior of the building with access to grade and shall be accessible to staff for ease of inspection and maintenance.
- E. Provide information to the Site Design Professional as to the depth of the sewer(s) exiting the building. Provide information to the Structural Design Professional as to the location and depths of the sewer in relationship to footings and columns as they pertain to the project.
- F. Where the temperature of water in the sanitary line can reach 140 degrees, cast iron waste and vent piping shall be installed. Kitchen waste piping is an example.
- G. Sanitary sewer cleanouts shall be accessible, installed at 50 feet on center, at changes in direction of 90 degrees or more, at the bottom of vertical risers, and as the sewer exits the building.

#### 1.06 PLUMBING FIXTURES/PLUMBING SPECIALTIES

- A. Water closets and urinals shall be china, white, standard flush valve, wall hung, and low water consumption type. For kindergarten and pre-K levels, provide 10" high floor mount water closet. Automatic/battery or direct wired flush valve is optional.
- B. Lavatories shall have lever handles for hot and cold water. An option to the lever handle faucet shall be a battery or hardwired infrared faucet. Faucets accessible to students shall be infrared sensor battery with the battery and electronics/solenoid built into the spout. Temperature control shall be integral with the faucet or remote mixed. All fixtures shall have low-flow trim for sustainable operation.
- C. Showers shall be low water consumption, pressure-balanced type.
- D. Sinks shall be 18-gauge, 302 or 304 stainless steel.
- E. All plumbing fixtures and trim designed or designated for use by the handicapped shall meet the Americans with Disabilities Act guidelines.
- F. Water supply (hot and/or cold) to the lavatories, sinks, and drinking fountains shall have angle stops with loose key handles.
- G. All lavatories, water closets, and urinals shall have wall carriers.
- H. Floor drains with trap primers shall be installed in each large group restroom, locker room, mechanical room, and kitchen area. Provide a sediment bucket in the floor

drain if conditions exist where solids may enter the drain. Trap seal guards may be used in lieu of trap primers except where required by state and local plumbing codes, such as public toilet rooms.

- I. Sanitary and storm sewer cleanouts shall be installed at 50 feet on center and at changes in direction of 90 degrees or more, at the bottom of vertical risers and as the sewer exits the building.
- J. Service sinks shall be floor-mounted, molded stone, 10 inches high, with a wall-mounted faucet.
- K. Install a cold water hose bibb in each large group restroom, locker room, and mechanical room. The hose bibb shall be recessed mounted behind a lockable door in restrooms and locker rooms, with access by a removable key handle. Provide hose bibb in recessed, insulated, lockable enclosure at the building's exterior perimeter every 100', 24" above grade minimum. The intent is to allow the Owner to reach any point on the building with a 50' hose for exterior washing and cleaning of the building. These or additional hose bibs shall also be located within 50' of exterior mechanical equipment such as air cooled chillers and condensers including those which are located on the roof.
- L. Reduced pressure backflow preventers are required on the water supplies to each HVAC makeup water system.
- M. A water pressure reducing station requiring 2 pressure reducing valves sized for 1/3 and 2/3 flow shall maintain the water pressure in the building to a maximum of 80 psi, if the incoming water pressure can exceed 80 psi.
- N. Clay traps shall be provided in art rooms or where required to prohibit clay and solids from entering the sanitary sewer. The clay trap shall be accessible to clean out the trap.
- O. Trap primers are required at all floor drains. Trap primers shall be accessible for repair. Trap seal guards may be used in lieu of trap primers except where required by state and local plumbing codes, such as public toilet rooms.
- P. Provide high/low stainless steel, wall mounted drinking fountains which have push button activation and are ADA accessible.
- Q. On an exterior wall at play yards and play fields, provide high/low wall mounted drinking fountains which have push button activation and are ADA accessible. Provide freeze protection. Coordinate locations with Owner.
- R. Provide floor mounted mop sink with curb in Janitors closet.
- S. Provide an emergency thermostatic mixing valve to provide tepid water to the emergency eyewash and/or showers.
- T. In mechanical rooms, the entire floor slab should slope to the floor drain. Plumbing Designer to coordinate floor slope and locations with Designer.

### 1.07 PLUMBING SYSTEMS FOR FOOD SERVICE AREAS

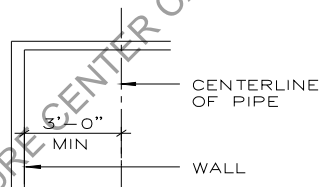
- A. Provide 3-compartment sink with 140-degree water.

- B. Provide a grease interceptor on the sanitary sewer line serving the food service area. The grease interceptor shall be located on the exterior of the building and will be sized for a 500-gallon minimum capacity, constructed of concrete, cast iron, or fiberglass, with access to grade. Interceptor shall meet the Plumbing Code requirements. Locate the interceptor as close to the building as possible, but a minimum distance from the building to the interceptor of 10 feet.
- C. Provide 140-degree water to all kitchen equipment except hand washing lavatories.
- D. Option to use fiberglass interceptor if installation will support possible traffic loads.

### 1.08 ROOF DRAIN/STORM SEWER SYSTEMS

- A. Piping materials shall include Schedule 40 polyvinyl chloride (PVC) with solvent joints, cast iron, no hub or cast iron, hub and spigot.
- B. Fill material around piping below slab shall be compacted granular material to 95 percent-modified proctor. Piping shall not be installed parallel/directly under walls. Minimum parallel distance from a wall to the pipe shall be 3 feet for repair access. See Figure B-1.

Figure B - 2



- C. Piping above grade shall be Schedule 40 polyvinyl chloride or cast iron, no hub, with approved hanger spacing. Piping above plenum shall be cast iron, no hub. Schedule 40 polyvinyl chloride is not approved for use in a plenum space.
- D. Provide connections to all roof drains.
- E. Adherence to state and local plumbing codes will be required.
- F. Provide information to the Site Design Professional as to the depth of the sewer(s) exiting the building. Provide information to the Structural Design Professional as to the location and depths of the sewer in relationship to footing and column pass as they pertain to the project.
- G. Storm sewer cleanouts shall be installed at 50 feet on center and at changes in direction of 90 degrees or more, at the bottom of vertical risers and as the sewer exits the building.
- H. Provide overflow drains, as required.
- I. Insulate all elbows and horizontal runs of storm drainage piping.

**1.09 GAS PIPING SYSTEMS**

- A. Gas piping shall be Schedule 40 black steel with screw fittings for piping 1 1/2 inches or less and welded fittings for piping 2 inches or larger. Routing shall be reviewed with the School District before decisions are reached. HDPE shall be acceptable for underground piping installations.
- B. Gas piping in plenums shall not contain valves or unions.
- C. A gas regulator shall be provided to maintain the correct inlet pressure to each gas appliance. The inlet and outlet piping to each regulator shall be valved with American Gas Association approved valves.
- D. The maximum gas pressure into the building shall be as established by the local gas company. Provide the gas company with the gas load for each appliance, and the minimum and maximum operating pressures for each appliance as early in the design process as possible.
- E. Provide a valve and a dirt leg at each appliance connection.
- F. LP gas piping shall not be concealed.
- G. Natural gas piping to island sinks shall be in an accessible trench in the floor with a removable cover.
- H. An alternative to the steel piping for natural gas is the use of corrugated stainless steel tubing with a yellow vinyl outer coating for the final low pressure connection to the gas equipment in an accessible / concealed space not accessible to the student.
- I. An option to the Schedule 40 steel piping for natural gas in the plenum space can be corrugated stainless steel tubing up to 2 inches in diameter per NFPA 54 state and local gas company requirements. Also follow manufacturer's installation procedures. Tubing shall be approved for plenum use per ASTM E84.

**1.10 BUILDING FIRE SUPPRESSION SYSTEMS**

- A. All buildings shall have a complete fire suppression (sprinkler) system throughout. Available static water pressure, residual pressure, and water flow must be evaluated as a part of this determination.
- B. Installation of a water storage system along with the fire pump installation may be required where insufficient water, flow, and pressure are present.
- C. A backflow preventer shall be included on all incoming systems.

**1.11 VALVING**

**PERFORMANCE STANDARDS**

- A. Valves will be installed to isolate individual plumbing fixtures and groups of plumbing fixtures to permit shut down of the fixture or equipment item without affecting the remainder of the building.
- B. The domestic water system valves shall be bronze construction with a ball-type conventional port.

**1.12 HANGERS**

- A. Provide hangers for all horizontal, suspended, domestic, water, gas, sanitary, and storm piping with distances as noted in the state and local codes.

**1.13 IDENTIFICATION**

- A. Piping shall be identified in mechanical rooms, unfinished spaces without ceilings, above suspended lay-in acoustical ceilings, and crawl spaces for the type of service and direction of flow. Equipment shall be identified with nameplates.

**1.14 TESTING**

- A. Domestic water, storm and sanitary sewers, sprinkler, air, and gas piping shall be tested per state and local codes.

**1.15 ENERGY USAGE**

- A. All systems shall be designed in compliance with the correct ASHRAE Standard 90.1 "Energy Standard for Building Except Low-Rise Residential Buildings", and the energy usage requirements prescribed by the Building Code and the Department of Energy.

**1.16 SYSTEM COMPONENTS FOR EMERGENCY POWER**

- A. None.

**1.17 OPERATIONS AND MAINTENANCE DATA/MATERIALS**

- A. Architect shall coordinate and integrate the following requirements into their OPERATION AND MAINTENANCE DATA specifications:
  - 1. The Contractor shall provide three (3) hard-bound sets and six (6) CD digital copies of O&M information which shall contain the following:
    - a) all O&M manuals
    - b) all required warranty certificate
    - c) a letter from the General Contractor stating the start date and duration of all warranty items
    - d) the name and phone numbers of the General Contractor's point-of-contact for all warranty repairs

- e) a list with the contact information of the warranty providers for all systems and equipment “
- B. The Contractor shall deliver the copies of the reviewed, final O&M documentation to the Architect. The Architect shall transmit the O&M documentation to the Owner's Representative Project Manager (PM) for final distribution to the Owner's parties.

NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)

**PLUMBING  
MATERIALS AND SYSTEMS**

**PURPOSE**

The purpose of this section is to provide a guide to designers for selecting appropriate plumbing equipment. All final product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Common Work Results for Plumbing</b>	Use	Common plumbing work in building
	Product/ Manufacturers	Transition fittings: Fernco, Mission Dielectric Fittings: Gruvlok, Perfection, Precision Mechanical Sleeves: Calpico, Link Seal, Metraflex Sleeves: Schedule 40 galvanized pipe Escutcheons: Wall, ceiling, and floor plates/split rings Supports and Anchorages
	Notes	Include in all sections of plumbing work
<b>Identification</b>	Use	Identification of equipment, valves, pipe
	Product	Pipe labels, valve tags, adhesive backed labels
	Manufacturers	Brady, Panduit, Brimar
	Notes	Provide identification on all equipment valves with valve chart and piping including all plumbing utilities. Provide color dots on ceiling grid for valve locations above ceilings with colors associated with the type of service.
<b>Plumbing Insulation</b>	Use	Insulation of domestic water, sanitary (condensate), storm, and exposed hot water/drain piping for ADA compliant sinks.
	Product	Jacketed fiberglass, elastomeric foam
	Manufacturers	Glass Fiber: Johns-Manville, Knauf, Owens-Corning Flexible Elastomeric Foam: Aeroflex, Armacell, Rubatex
	Notes	Insulation of domestic hot water, hot water return, cold water, storm water and sanitary above-floor carrying condensate from an air handler
<b>Domestic Water Piping</b>	Use	Domestic hot water, cold water, hot water return piping
	Product	PEX (as allowed for domestic water by the S&WB of New Orleans. Copper and polypropylene piping may be used for domestic water lines 2" diameter and larger.
	Manufacturers	Charlotte Pipe, Harvel, Lewis Pipe Co., NIBCO
	Notes	Piping in air plenums must be ASTM E84 rated for smoke and fire rating

**PLUMBING  
MATERIALS AND SYSTEMS**

<b>Hot Water Return Circulating Pumps</b>	Use	Domestic hot water circulation
	Product	Close coupled, in-line centrifugal pumps
	Manufacturers	Bell & Gossett, Grundfos, Taco
	Notes	To circulate hot water throughout the building Stop/start controlled by aquastat or building automation system
<b>Domestic Water Pressure Booster System</b>	Use	To provide positive water pressure in the domestic water system
	Product	2 or 3 pumps with variable-speed motors with control panel
	Manufacturers	Bell & Gossett, Taco, Goulds, Canariis
	Notes	Provide a bladder-type pressure tank Outlet water pressure shall not exceed 75 psi Pumps shall alternate on/off operation
<b>Sanitary, Waste, and Vent Piping System</b>	Use	To convey the sanitary waste out of the building and vent the system to eliminate positive and/or negative pressures
	Product	Heavy-duty cast-iron hub and spigot and no hub and Schedule 40 PVC solvent weld joints
	Manufacturers	AB & I, Tyler, Charlotte, Harvel, US Plastic, NIBCO
	Notes	Includes pipe, floor drains, cleanouts, grease interceptors, solid interceptors, trench drains PVC cannot be used in a return air plenum Cast iron pipe shall meet the requirement of "CISPI" Cast Iron Soil Pipe Institute Provide cast iron pipe in the kitchen, conveying the waste to the grease interceptor
<b>Storm Drainage Piping System within Facility</b>	Use	Convey storm water to the exterior storm system
	Product	Heavy-duty cast-iron hub and spigot and no hub and Schedule 40 PVC solvent weld joints
	Manufacturers	AB & I, Tyler, Charlotte, Harvel, US Plastic, NIBCO
	Notes	Includes pipe, roof drains, overflow drains, overflow scuppers Cast iron shall meet the requirements of "CISPI" Cast Iron Soil Pipe Institute
<b>Sump Pumps</b>	Use	To provide drainage of a low area in the building
	Product	Cast-iron submersible sump pump with integral float, 3-prong plug
	Manufacturers	Zoeller, Weil, Goulds, Hydromatic
	Notes	Provide 1-1/2-inch to 2-inch outlet piping with check valve and valve Terminate per local codes Provide a high water float sensor alarmed locally and to the B.A.S.

**PLUMBING  
MATERIALS AND SYSTEMS**

<b>Domestic Water Heaters</b>	Use	To provide hot water throughout the building for hand washing and cleaning; also to provide 140 degrees water to the kitchen equipment
	Product	2 instantaneous water heaters and a storage tank or multiple tank-type heaters depending upon hot water usage requirements. Units shall be of the sealed combustion-type and be a minimum of 85% efficient. Each unit shall be sized for 70% of the domestic water load
	Manufacturers	Lockinvar, A.O. Smith, Rheem, Bradford-White, Laars, PVI, State
	Notes	The instantaneous heaters shall be provided with an integral circulating pump The storage tank with a thermostat will provide on/off operation of the heaters The tank-type heaters shall heat and store the required water for the building The thermostats in the heater shall be offset for lead/lag operation  An option for a remote area of the building fixture or wash fountains is an electric instantaneous water heater
<b>Plumbing Fixtures</b>	Use	Plumbing fixtures used throughout the building
	Product	Water closets, urinals, lavatories, showers, wash fountains, wall service sinks, floor service sinks, stainless sinks, toilet seats, fixture supports, emergency eyewash and showers
	Manufacturers	Water closets, urinals, lavatories – American Standard, Kohler, Crane, TOTO, Sloan, Zurn Showers – Bradley, Acorn, Symmons Wash fountains – Bradley, Acorn, Wiloboughy Wall and floor service sinks – Fiat, Zurn, Mustee Stainless steel sinks – Elkay, Sterling, Kindred, Just Toilet seats – Church, Bemic, Centoco, TOTO Fixture supports – Wade, Watts, Zurn, Smith Flush valves – Sloan, Zurn, Delaney, TOTO Fixture Trim – Chicago, Zurn, T & S Brass, Delta Emergency eyewash/showers – Haws, Bradley, Acorn
	Notes	Designated units must be ADA-accessible Units shall meet ASME and ASSE standards

**PLUMBING  
MATERIALS AND SYSTEMS**

<b>Drinking Fountains and Water Coolers</b>	Use	Provide either room temperature or chilled drinking water
	Product	Stainless steel vandal-resistant construction, NSF61-compliant refrigeration unit with approved refrigerant (HFC R134a)
	Manufacturers	Halsey Taylor, Oasis, Haws, Elkay
	Notes	Units shall meet ARI Standard 1010 Designated units will be wall-mounted and ADA accessible
<b>Fire Protection System</b>	Use	To provide a wet sprinkler system throughout the building consisting of a Schedule 10 or 40 steel pipe system and sprinkler heads located as required for coverage of each area; a fire pump shall be provided if the local water pressure cannot provide the necessary flow and pressure required for the sprinkler system
	Product/ Manufacturers	Heads – Victaulic, Viking, Grinnell Valves – Victaulic, Viking, Grinnell Flow switches - Victaulic, Viking, Grinnell Fire pump/jockey pump – Patterson, Aurora, Peerless Pump Controller/transfer switch – Josyln, Cutler-Hammer, Firetrol
	Notes	The sprinkler system shall be designed and installed per NFPA, state, and local codes A recent fire hydrant test will determine the necessity for a fire pump to boost the local water flow and pressure to acceptable limits if local water pressure will not meet the building sprinkler design Types of sprinkler heads shall include: upright brass – mechanical rooms and storage rooms; upright brass with wire guards – gymnasiums; semi-recessed heads – at all lay-in ceiling areas; concealed heads – rest rooms, locker/shower rooms, administration areas, corridors, and auditoriums; dry heads – freezer/cooler Provide a storage tank(s) for the water supply if the local water supply is not adequate along with a vertical turbine fire pump

# M

# MECHANICAL

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## SECTIONS

Design Criteria

Systems Description

Common Work Results for HVAC

Identification for HVAC

Testing, Adjusting, and Balancing for HVAC

HVAC Insulation Systems

Ductwork Systems

Air Handling Unit Systems

Exhaust/Relief Air Systems

VAV Terminal Device Systems

Air Distribution Devices

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# M

# MECHANICAL

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**1.01 GENERAL**

- A. The heating, ventilating, and air conditioning system design criteria denoted have been developed or are obtained directly from accepted engineering design references such as the ASHRAE manuals and standards, the state of Louisiana code references, and good engineering practice. The HVAC Design Professional should review each requirement and obtain or develop the necessary information for each specific building before proceeding with the systems evaluation / energy modeling as denoted in the previous section HVAC Systems Evaluation.
- B. School hours of operation are year round 6am - 6pm Monday through Friday and 6am-12pm on Saturdays. These hours of operation are to be the standard used for mechanical equipment design.

**1.02 OUTDOOR AIR DESIGN VALUES**

- A. Summer and winter outside air design values shall be derived from standard ASHRAE compiled weather data located in the latest edition of the ASHRAE Fundamentals Handbook. The city of New Orleans, Louisiana is to be selected for evaluation. Use the 99.6 percent design values for heating design dry-bulb and the 1 percent design values for cooling design dry-bulb and mean coincidental wet-bulb. Use the 1 percent dehumidification design conditions when sizing 100% outdoor air equipment. These values are listed below.  
Outdoor Design Conditions:  
Cooling: 92.1°F db/ 78.3°F wb. (ASHRAE 1% Cooling Data)  
Heating: 30.6°F db. (ASHRAE 99.6% Heating Data)  
Dehumidification: 84.9°F DB/ 79.8°F WB (ASHRAE 1% Dehumid. Data)

**1.03 INDOOR AIR DESIGN VALUES**

- A. Indoor air temperature design values must reflect the need for energy conservation and shall be in accordance with the Building Code and Mechanical Code.
- B. The occupied temperatures used for building load calculations shall be within the range denoted for summer and winter values. The HVAC Design Professional must consider occupant comfort, as well as energy conservation, in selecting the actual temperature for design and operation of the systems. The summer design values shall range from 75 degrees Fahrenheit to 78 degrees Fahrenheit. Winter design values shall be 70 degrees Fahrenheit. The relative humidity of the building spaces shall be targeted at 50 percent. For mechanical and electrical spaces, the indoor winter design temperature shall be minimum 60 degrees Fahrenheit and the indoor summer design temperature (except for boiler rooms) shall be 85 degrees Fahrenheit and 60% relative humidity.
- C. Night setback temperatures shall be used for all systems. Winter setback temperature shall be 55 degrees Fahrenheit. The summer setup temperature shall be 85 degrees Fahrenheit with an additional requirement that the system shall operate as required to maintain a relative humidity in the building area that is between 60 and 65 percent. Maintaining humidity levels below 60 percent will result in the periodic operation of the HVAC system during the summer months to reduce the potential for mold and mildew in the building.
- D. Provide temperature/humidity sensors in each zone.

#### **1.04 OUTDOOR AIR VENTILATION REQUIREMENTS**

- A. Outdoor ventilation rates shall be calculated for each occupied space and shall conform to the requirements for ASHRAE Standard 62.1-2004, and the requirements of the Mechanical Code.
- B. Energy recovery shall be considered as a part of the design for classroom, locker room, and student dining/auditoria systems in order to reduce the energy consumption required to provide the necessary outdoor ventilation rates. The energy recovery systems will require both sensible and latent heat recovery necessitating the use of desiccant heat wheels or the equivalent.
- C. Carbon dioxide levels shall be monitored through the direct digital temperature control system for proof of system operation to maintain a carbon dioxide level in the building of as recommended by ASHRAE Standard 62 and the Building Code. The use of space specific carbon dioxide sensors are required for this operation. The ventilation equipment shall be provided with controls to modulate outdoor air based on zone carbon dioxide levels. The minimum stop for outdoor air modulation shall be 15% greater than the constant volume exhaust requirement for the building in order to keep the building from having a negative pressure.
- D. Ventilation calculations shall use the Ventilation Rate Method or the Indoor Air Quality Method. If the IAQ Method is used, complete calculation documentation shall be submitted at the Design Development Submittal, and specifications must include a performance test after installation. Use of the IAQ Method does not supercede any other system design requirements.

#### **1.05 DIRECT DIGITAL CONTROL SYSTEM**

- A. All control systems installed shall be electronic, direct digital controls. Each facility shall be provided with the means to access the control system software with a desktop or laptop computer. The temperature control system shall be a web-based system that offers compatibility through the use of BacNet technologies. Facility and School District personnel shall be trained to properly operate the control system.
- B. Thermostatic zoning shall be developed using good engineering practice. Dissimilar spaces shall not be grouped on the same room temperature sensor. Each classroom shall be an independent zone. Other zones may also be required to be separately thermostatically controlled; carefully review space requirements of the manual for these requirements. Each room temperature sensor zone associated with digital control shall have a means to override the schedule for temporary occupancy.
- C. All thermostats that control both heating and cooling shall provide a deadband of 5 degrees Fahrenheit within which the supply of heating or cooling energy to the zone is shut off or reduced to a minimum.

#### **1.06 ENERGY USAGE**

- A. All systems shall be designed to exceed the current ASHRAE Standard 90.1 standards.

**1.07 SYSTEM COMPONENTS THAT REQUIRE EMERGENCY POWER**

- A. None.

**1.08 NOISE CONTROL**

- A. The location of exterior mechanical equipment shall be reviewed by the Design Professional for its sound impact, both inside and outside the building. Consideration should include minimizing negative impacts on adjacent residences and students.
- B. Exterior equipment operation shall not cause indoor sound levels to exceed generally accepted levels for the space. Refer to ASHRAE Standards and ANSI S12.60-2002 for requirements.
- C. Exterior sound levels shall be in compliance with the local governmental ordinances. When these values are not governed, the following shall be used for designs. The sound level created by the equipment shall not exceed the values listed measured at the property line. In addition, the noise from the Roof Top Units shall not impact the teaching environment.

Daylight hours:	55 dBA
Nighttime hours:	50 dBA

For interior sound levels a maximum background noise level from HVAC systems in classrooms and other core learning spaces shall not exceed 45 dBA.

**1.09 HVAC SYSTEMS COMMISSIONING**

- A. Automatic Temperature Control System

The automatic temperature control (ATC) system shall be commissioned. Project specifications shall include the requirements for the commissioning of the ATC system. Coordination will be required between the Design Professional and the Commissioning Agent during the design phase to ensure contract work is included to facilitate the process.

**1.10 ELEMENTAL MERCURY**

- A. No elemental mercury or mercury-containing instruments, equipment, or other items shall be permitted anywhere on school property.

**1.11 LOCAL OR GENERAL EXHAUST VENTILATION**

- A. All indoor areas subject to the regular or frequent emission of hazardous airborne contaminants shall be equipped with local or general exhaust ventilation systems designed to effectively control emissions and minimize human exposures. Such areas include visual arts rooms, career tech labs, science rooms, and chemical storage areas. Sanitary vent stacks shall extend 2 feet above outdoor air intakes within 10 feet.

**1.12 REDUNDANCY**

- A. Roof Top Units (RTUs) shall be 100 percent of the peak building design load. Redundancy is not needed except in pumps.

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**1.01 GENERAL**

- A. Descriptions of the acceptable heating, ventilating, and air conditioning systems have been included as listed below. It will be the responsibility of the HVAC Design Professional to utilize a system as described in this section, unless suitable documentation to justify a different system type has been submitted.

**1.02 HVAC SYSTEMS**

- A. Direct Expansion Cooling; Roof Top Units (RTUs)
1. DX cooling shall be utilized for cooling systems. The RTUs shall be capable of supplying gas heat; electric heat is not acceptable.
- B. Air Systems
1. Shall be VAV or Multiple Zone systems
    - a. RTU System Components
      - i. Each RTU shall include the following components as a minimum:
        1. Supply air Fan. The supply fan motor shall be equipped with a variable frequency controller for a variable volume application.
        2. Cooling Coil. Cooling coil shall be provided with a stainless steel drain pan in compliance with ASHRAE Standard 62.1.
        3. Filtered Mixing Box. The mixing box shall house 2" MERV 8 filters in angled configuration to maximize face area and limit face velocity.
        4. Safe Pan. A galvanized steel safe pan shall be provided under the entire unit. The safe pan shall be piped to the nearest hub drain.
        5. Outdoor Air Capability
        6. Compressor/condenser
      - b. Sizing Criteria
        - i. The cooling coil shall be selected for a maximum coil face velocity of 500 feet per minute and a maximum pressure drop of 0.75" of w.g.
        - ii. The air distribution system shall be designed to limit fan static pressure to a maximum value of 1.5" w.g. external to the unit and filters.
        - iii. Design supply air temperature distributed to the space shall be between 48 and 55 degrees Fahrenheit.
        - iv. Cooling coil capacities shall be designed to account for the affect of any heat recovery equipment installed on the air side ventilation system.
        - v. System base rail and equipment pad height shall be reviewed to ensure proper space is provided for the condensate trap. The design drawings shall schedule required trap height for proper system operation.
      - c. Outdoor Air
        - i. Outdoor air shall be pretreated by the RTU.

d. Controls

- i. The system shall be designed to maintain the required outdoor airflow under any load condition in accordance with ASHRAE Standard 62.1.
- ii. The supply fan speed shall be modulated to maintain a duct static pressure setpoint.
- iii. The system shall monitor return air humidity levels and implement control sequences to limit space relative humidity to 60% during occupied and unoccupied modes of operation.
- iv. The system designer shall perform an air balance to review outdoor air and exhaust air quantities during all modes of operation to ensure the building is maintained at a positive pressure. The designer shall implement controls and relief devices as required to ensure the building is maintained at a positive pressure.
- v. The RTU shall be controlled to cycle during unoccupied mode to maintain temperature and humidity setpoints.

e. Type

Single duct VAV

f. Sizing Criteria

Unit shall be sized to provide best controllability of supply airflow while still meeting the design heating load requirements.

g. Controls

- i. The unit shall operate in Occupied, Unoccupied, & Standby Modes as follows:
  1. Occupied mode shall be defined by a day schedule or by local override at the zone sensor. During occupied mode the space shall have an adjustable cooling setpoint of 75 degrees and an adjustable heating setpoint of 70 degrees.
  2. Unoccupied mode shall be defined by a time of day schedule. During unoccupied mode the space shall have an adjustable cooling setpoint of 85 degrees and an adjustable heating setpoint of 55 degrees.
- ii. The unit controller shall monitor space temperature and modulate air-flow to maintain space temperature setpoint.

C. Ductwork Distribution Systems

1. Low Pressure Supply Air Ductwork

- a. Air is distributed from the RTU to air devices located throughout the space via a low pressure ductwork system. The maximum air velocity in this part of the ductwork system should be 1,200 feet per minute.
- b. Supply air ductwork connections to ceiling-mounted air devices should be completed with flexible ductwork.
- c. Air devices should be ceiling-mounted, wherever possible, to prevent damage by students. If spaces do not include ceilings, the air devices should be wall- or duct-mounted out of the reach of students.

- d. Each low pressure duct leading to an air device should include a manual volume damper to balance the system.

D. Exhaust Air Systems

- 1. General exhaust systems shall be located throughout the building to exhaust restrooms, electrical rooms, mechanical rooms, custodial closets, and storage rooms.
- 2. Roof-mounted fans shall be utilized wherever “low profile” roofs are located.
- 3. In-line or deck-mounted utility fans should be used to avoid penetration of sloped roof structures. In-line fans should not be located over sound sensitive areas such as classrooms, media centers, conference rooms, etc. Fans shall be installed within 2 feet of an accessible ceiling (where ceilings exist) to allow for maintenance.

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## COMMON WORK RESULTS FOR HVAC

### PURPOSE

The purpose of this section is to provide a guide to designers for selecting appropriate equipment. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Quality Assurance</b>	Use	Common work results for HVAC
	Product	Steel support welding
	Manufacturers	Not applicable
	Notes	Processes and operators will be qualified according to AWS D1.1 "Structural Welding Code – Steel"
	Product	Steel pipe welding
	Manufacturers	Not applicable
	Notes	Processes and operators will be qualified according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications"
	Product	Electrical characteristics for HVAC equipment
	Manufacturers	Not applicable
	Notes	Equipment will comply with minimum energy ratings or efficiencies
<b>Delivery Requirements</b>	Product	Delivery, storage, and handling
	Manufacturers	Not applicable
	Notes	Deliver pipes and tubes with factory-applied end caps Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent the entrance of dirt, debris, and moisture Store plastic piping protected from direct sunlight Store all insulation, ductwork, and sheet metal accessories indoors or in a storage trailer Do not allow insulation, ductwork, or sheet metal accessories to be exposed to moisture Do not run air systems prior to ductwork being insulated
<b>Coordination</b>	Product	Coordination
	Manufacturers	Not applicable
	Notes	Arrange for pipe space, chases, slots, and openings in building structure to allow for HVAC installations Coordinate installation of required support devices and set sleeves as required Coordinate requirements for access panels and doors for HVAC items requiring access that are concealed behind finished surfaces

## COMMON WORK RESULTS FOR HVAC

COMMON WORK RESULTS FOR HVAC		
<b>Mechanical Sleeve Seals</b>	Use	Common work results for HVAC
	Product	Mechanical sleeve seals
	Manufacturer	Not applicable
	Notes	Sealing elements will be EPDM interlocking links shaped to fit the surface of the pipe Pressure plates will be stainless steel
<b>Sleeves</b>	Use	Common work results for HVAC
	Product	Sleeves
	Manufacturer	Not applicable
	Notes	Galvanized steel sheet will be a round tube closed with welded longitudinal joint Steel pipe will be ASTM A 53, Type E, Grade B, Schedule 40 Cast iron will be cast of fabricated wall pipe equivalent to ductile iron pressure pipe Stack sleeve fittings will be manufactured, cast-iron sleeves with integral clamping flange
<b>Escutcheons</b>	Use	Common work results for HVAC
	Product	Escutcheons
	Manufacturer	Not applicable
	Notes	Manufactured wall and ceiling escutcheons and floor plates with an ID to closely fit around pipe and insulation of insulated pipe The OD must completely cover the opening
<b>Grout</b>	Use	Common work results for HVAC
	Product	Grout
	Manufacturer	Not applicable
	Notes	Grout will be ASTM C 1107, Grade B, non-shrink and nonmetallic, dry hydraulic-cement Design mix will be 5,000 psi and 28-day compressive strength Will be premixed and factory packaged

## IDENTIFICATION FOR HVAC PIPING & EQUIPMENT

**PURPOSE**

The purpose of this section is to provide a guide to designers for selecting appropriate equipment. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Equipment Labels</b>	Use	Identification for HVAC piping and equipment
	Product	Metal equipment labels
	Manufacturers	Not applicable
	Notes	Material will be brass, stainless steel, aluminum, or anodized aluminum and will have pre-drilled or stamped holes Fasteners will be stainless steel self-tapping screws Adhesive will be contact-type and permanent
	Product	Plastic equipment labels
	Manufacturers	Not applicable
	Notes	Material will be multi-layer, multi-color, plastic labels, 1/8 inch thick prepared for mechanical engraving Letter color will be white Background color will be black Will be able to withstand temperatures up to 160°F Fasteners will be stainless steel self-tapping screws Adhesive will be contact-type and permanent
	<hr/>	
<b>Warning Signs and Labels</b>	Use	Identification for HVAC piping and equipment
	Product	Warning signs and labels
	Manufacturers	Not applicable
	Notes	Material will be multi-layer, multi-color, plastic labels, 1/8 inch thick prepared for mechanical engraving Letter color will be black Background color will be yellow Will be able to withstand temperatures up to 160°F Fasteners will be stainless steel self-tapping screws Adhesive will be contact-type and permanent
<hr/>		
<b>Duct Labels</b>	Use	Identification for HVAC piping and equipment
	Product	Duct labels
	Manufacturers	Not applicable

**IDENTIFICATION FOR HVAC PIPING  
& EQUIPMENT**

	Notes	Material will be printed plastic with contact-type permanent adhesive backing Maximum temperature rating will be 160°F Adhesive will be contact-type, permanent adhesive compatible with label and with substrate
<b>Stencils</b>	Use	Identification for HVAC piping and equipment
	Product	Stencils
	Manufacturer	Not applicable
	Notes	Stencils will be prepared according to ASME A13.1 Pressure plates will be stainless steel

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## TESTING, ADJUSTING, AND BALANCING

**PURPOSE** The purpose of this section is to provide a guide to designers for selecting appropriate equipment. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<p><b>General Requirements</b></p>	<p>Notes</p>	<p>Firm shall be certified by AABC or NEBB            Follow procedures as defined in AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems", NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems," or SMACNA's "HVAC Systems - Testing, Adjusting, and Balancing"            Provide a guarantee on AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems" forms, or NEBB forms stating that AABC or NEBB will assist in completing requirements of the Contract Documents if TAB firm fails to comply with the Contract Documents            Submit TAB reports certified by TAB firm            Instrumentation type, quantity, accuracy, and calibration shall be as required by AABC or NEBB            Within 90 days of completing TAB, perform additional testing and balancing to verify that balanced conditions are being maintained throughout and to correct unusual conditions            Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional testing, inspecting, and adjusting during near-peak summer and winter conditions</p>
<p><b>Constant Volume Air Systems</b></p>	<p>Notes</p>	<p>Adjust fans to deliver total indicated air flows            Measure and adjust outdoor air and return air dampers to achieve design airflows            Set unit to minimum outdoor air flow            Measure fan static pressures            Measure static pressure across each component that makes up the air-handling equipment            Simulate dirty filter operation and record the pressure drop in which filters need to be changed            Compare design data with actual conditions            Do not make changes that result in motor overload conditions            Adjust volume dampers in main ducts and major branches            Adjust terminal outlets and inlets            Re-measure main ducts and major branches            Re-measure air-handling equipment</p>

## TESTING, ADJUSTING, AND BALANCING

<b>Variable Volume Air Systems</b>	Notes	<p>Compensate for system diversity when the total of all terminal units exceeds the design airflow of the air-handling unit</p> <p>Adjust fans to deliver total indicated air flows</p> <p>Measure and adjust outdoor air and return air dampers to achieve design airflows</p> <p>Set unit to minimum outdoor air flow</p> <p>Measure fan static pressures</p> <p>Measure static pressure across each component that makes up the air-handling equipment</p> <p>Simulate dirty filter operation and record the pressure drop in which filters need to be changed</p> <p>Compare design data with actual conditions</p> <p>Do not make changes that result in motor overload conditions</p> <p>Select the terminal unit that is most critical to supply fan airflow</p> <p>Where fan-powered terminal units are utilized, adjust terminal unit fan to design airflow and adjust system static pressure to achieve manufacturer's recommended minimum inlet static pressure</p> <p>Where non-fan-powered terminal units are utilized, adjust system static pressure to overcome terminal and downstream losses plus manufacturer's minimum inlet static pressure</p> <p>Adjust terminal unit fans to achieve design airflow, where applicable</p> <p>Set terminal unit controllers to provide design minimum and maximum airflows</p> <p>Adjust terminal outlets</p> <p>Re-measure air-handling equipment</p>

## HVAC INSULATION SYSTEMS

### PURPOSE

The purpose of this section is to provide a guide to designers for selecting appropriate equipment. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Ductwork Insulation</b>	Use	Ductwork Insulation Systems
	Product	Glass fiber
	Manufacturers	Johns-Manville, Knauf, Owens-Corning
	Notes	Fire performance characteristics in accordance with ASTM E 84 for flame spread of 25 and smoke developed of 50 Materials and installation in accordance with NFPA 255 and UL 723 Insulation thickness shall meet the requirements of ASHRAE Standard 90.1 Prefomed insulation will be ASTM C 547, Class I, rigid, jacketed, and vapor-coated Board will be ASTM C 612, Type 2, rigid and semi-rigid Blanket will be ASTM C 553, Type II, Class F-1
	Product	Duct Liner Insulation
	Manufacturers	Johns-Manville, Knauf, Owens-Corning
	Notes	Fire performance characteristics in accordance with ASTM E 84 for flame spread of 25 and smoke developed of 50 Materials and installation in accordance with NFPA 255 and UL 723 Insulation thickness shall meet the requirements of ASHRAE Standard 90.1 Material will be flexible blanket, ASTM C518 Coating will be ASTM C1071 and microbial growth resistant Adhesive will be UL listed waterproof Fasteners will be galvanized steel pins, welded or mechanically fastened
<b>Insulation Jackets</b>	Product	Jackets
	Manufacturers	Pipe insulation manufacturer
	Notes	Piping will be PVC or aluminum Equipment will be foil and paper Ductwork will be foil and paper

**DUCTWORK SYSTEMS**

**PURPOSE**

The purpose of this section is to provide a guide to designers for selecting appropriate equipment. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Low Pressure Ductwork</b>	Use	Ductwork systems
	Product	Low pressure sheet metal ductwork
	Manufacturers	Not applicable
	Notes	Section represents rectangular ductwork systems (supply, return, and exhaust) for 2 inch water gauge pressure class Ductwork will meet SMACNA HVAC Duct Construction Standards-Metal and Flexible Ductwork will be sealed and leak tested as required by ASHRAE Standard 90.1 Ductwork will be galvanized steel lock-forming quality ASTM A 653/A 653/M, G90 (Z275) coating designation Ductwork will have milli-phosphatized finish for surfaces exposed to view Gauges shall be per the latest issue of SMACNA for listed pressure requirements Provide Class B seals for all joints Bolted-flange style duct connections shall be acceptable
	Product	Fume hood exhaust ductwork
	Manufacturers	Not applicable
	Notes	Fume hood exhaust shall be PVC-coated galvanized steel lock-forming quality meeting UL 181, ASTM A 653/A 653/M, G90 (Z275) coating designation. If the budget can afford, 304 Stainless Steel is acceptable. Provide 4-mil PVC coating on the interior of the duct and fittings
	Product	Shower exhaust ductwork
	Manufacturers	Not applicable
	Notes	Ductwork shall be aluminum construction conforming to ASTM B 209 Alloy 3003, Temper H14 Seal all joints liquid tight
Product	Kitchen hood exhaust ductwork	
Manufacturers	Not applicable	
Notes	Ductwork shall be 16 gauge steel with weld joints as required by the International Mechanical Code All joints shall be welded liquid tight	
<b>Flexible Ductwork</b>	Use	Ductwork systems
	Product	Low pressure flexible ductwork
	Manufacturer	Flexmaster, Hercules, McGill, Thermaflex
	Notes	Ductwork will meet SMACNA HVAC Duct Construction Standards-Metal and Flexible

## DUCTWORK SYSTEMS

		Ductwork will be sealed and leak tested as required by ASHRAE Standard 90.1 Inner core will be reinforced 3-ply aluminum foil with mechanically lock helix Outer covering will be 1 inch thick, 3/4 pound density fiberglass with fire retardant jacket Pressure rating will be 5 inches positive or negative
	Product	High pressure flexible ductwork
	Manufacturer	Flexmaster, Hercules, McGill, Thermaflex
	Notes	Ductwork will meet SMACNA HVAC Duct Construction Standards-Metal and Flexible Ductwork will be sealed and leak tested as required by ASHRAE Standard 90.1 Inner core will be all metal, bend 3-ply laminated aluminum Outer covering will be 1 inch thick, 3/4 pound density fiberglass with fire retardant jacket Pressure rating will be 10 inches positive
	Product	Flexible ductwork connections
	Manufacturer	Ductmate, Durodyne, Ventfabrics
	Notes	Minimum 30-ounce neoprene coated fabric secured by bolted angles or band iron Metal to metal contact will not be permitted
<b>Ductwork Accessories</b>	Use	Ductwork systems
	Product	Backdraft dampers
	Manufacturer	Greenheck, Air Balance, Inc., Cesco, Ruskin
	Product	Manual volume dampers
	Manufacturer	Greenheck, Air Balance, Inc., Cesco
	Notes	Dampers will meet SMACNA HVAC Duct Construction Standards-Metal and Flexible Dampers will be meet the requirements of ASHRAE Standard 90.1 Frames will be galvanized steel Blades will be galvanized steel or extruded aluminum Tie bars and brackets will be galvanized steel Blade seals will be neoprene Dampers will be multiple, opposed-blade design with linkage outside airstream
	Product	Fire dampers
	Manufacturer	Greenheck, Air Balance, Inc., Cesco, Ruskin
	Notes	Dampers will meet SMACNA HVAC Duct Construction Standards-Metal and Flexible Dampers will be meet the requirements of ASHRAE Standard 90.1 Dampers to be UL listed and labeled for 1-1/2 hour or 3 hour Frame will be galvanized steel Blades will be mounted out of airstream Fusible link will be replaceable (165°F)

## DUCTWORK SYSTEMS

	Product	Smoke dampers
	Manufacturer	Greenheck, Air Balance, Inc., Cesco, Ruskin
	Notes	Dampers will meet SMACNA HVAC Duct Construction Standards-Metal and Flexible Dampers will be meet the requirements of ASHRAE Standard 90.1 Actuators will be two-position with spring-return motors
	Product	Duct silencers
	Manufacturer	Semco, Kinetics, McGill Air Silence, Vibroacoustics
	Notes	Silencers will be factory-fabricated and -tested, 25/50 flame-spread/smoke-developed rating, with performance ratings determined by ASTM E 477 Fill material will be fiberglass
	Product	Turning vanes
	Manufacturer	Not applicable
	Notes	Installer fabricated or manufactured
	Product	Duct-mounted access doors and panels
	Manufacturer	Greenheck, McGill, Cesco
	Notes	Doors and panels will meet SMACNA HVAC Duct Construction Standards-Metal and Flexible Doors and panels will be meet the requirements of ASHRAE Standard 90.1 Frames will be galvanized steel Doors will be double-wall galvanized steel with 1 inch insulation fill and neoprene seal Access panels will be rated to seal at air pressure of associated duct

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**AIR HANDLING UNITS**

**PURPOSE**

The purpose of this section is to provide a guide to designers for selecting appropriate equipment. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Rooftop Air-Handling Units</b>	Use	Air distribution system
	Product	Rooftop air-handling unit
	Manufacturers	Trane, York, Carrier, McQuay
	Notes	<p>Rooftop units have tie down requirements for hurricane force wind situations</p> <p>Casings will be formed and reinforced double-wall insulated panels fabricated to allow removal for access to internal parts and components. All joints will be sealed.</p> <p>Include inspection/access panels and access doors as required</p> <p>Double-wall, stainless steel condensate drain pans complying with all ASHRAE 62.1 requirements.</p> <p>Galvanized steel channel or structural channel supports for unit framing.</p> <p>Statically and dynamically balanced fan and drive assemblies designed for continuous operation.</p> <p>Heating coils will be gas fired coils</p> <p>Refrigerant coils will be aluminum plate fin and seamless copper tube in steel casing with equalizing-type vertical distributor. All refrigerant specialties will be included as required for complete circuit control</p> <p>Coils will be removable for maintenance and replacement</p> <p>Filtration will include pleated filter (MERV 11 minimum)</p> <p>Control dampers will be provided by the air handling unit manufacturer and must comply with dampers as outlined in the Instrumentation and Control for HVAC section.</p> <p>Controls will be unit mounted and interface with building energy management system</p> <p>Roof curbs will be galvanized steel with corrosion-protection coating, watertight gaskets, factory-installed wood nailer, all complying with NRCA standards, minimum 12 inches high.</p> <p>Startup of the units will be through a factory-authorized service representative</p>

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## EXHAUST/RELIEF AIR SYSTEMS

### PURPOSE

The purpose of this section is to provide a guide to designers for selecting appropriate equipment. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Powered Exhaust Fans</b>	Use	Exhaust air systems
	Product	Centrifugal rooftop exhaust fans
	Manufacturers	Greenheck, Cook, Penn Ventilator, Twin City
	Notes	Sound Power Level Rating will be in accordance with AMCA 301 Performance requirements will be in accordance with AMCA 210 Drive will be direct- or belt-driven Housing will be spun aluminum Fan wheel will be aluminum hub and wheel, backward-inclined blades Belt drive assembly will be steel shaft, permanently lubricated ball bearings, cast iron adjustable pitch pulley, and fan motor isolated from airstream Motor will be heavy duty, ball bearing type with overload protection Roof curb height will be 12 inches standard above finished roof
	Product	Upblast centrifugal roof exhausters
	Manufacturers	Greenheck, Cook, Penn Ventilator, Twin City
	Notes	Sound Power Level Rating will be in accordance with AMCA 301 Performance requirements will be in accordance with AMCA 210 Drive will be belt-driven Housing will be spun aluminum and fully braced Fan wheel will be aluminum hub and wheel, backward-inclined blades Belt drive assembly will be steel shaft, permanently lubricated ball bearings, cast iron adjustable pitch pulley, and fan motor isolated from airstream Motor will be heavy duty, ball bearing type with overload protection Roof curb height will be 18 inches standard above finished roof
	Product	Utility set fan
	Manufacturers	Greenheck, Cook, Penn Ventilator, Twin City
	Product	Propeller wall fans
Manufacturers	Greenheck, Cook, Penn Ventilator	
Notes	Drive will be belt- or direct-driven Housing will be spun aluminum or painted steel Fan blade will be steel hub with steel propeller blades Belt drive assembly will be a steel shaft, permanently lubricated ball bearings, cast iron adjustable pitch pulley, and fan motor isolated from airstream. Motors will be permanently lubricated, heavy duty type with overload protection	

## EXHAUST/RELIEF AIR SYSTEMS

	Product	In-line centrifugal fans
	Manufacturers	Greenheck, Cook, Penn Ventilator, Twin City
	Notes	Drive will be direct- or belt-driven Housing will be galvanized sheet metal Fan wheel will be centrifugal, aluminum Belt drive assembly will be steel shaft, permanently lubricated ball bearings, adjustable-pitch motor pulleys, motor insulated from airstream, belt guards Motors will be heavy duty, ball bearing type with overload protection
	Product	Ceiling-mounted exhaust fan
	Manufacturers	Greenheck, Cook Penn Ventilator, Twin City
	Notes	Drive will be direct Housing will be galvanized steel Fan wheel will be centrifugal Grilles will be plastic, louvered Roof jack or wall cap and transition fittings Provide with backdraft dampers Provide with integral disconnect switch
<b>Gravity Roof Ventilator</b>	Use	Exhaust/relief air systems
	Product	Gravity roof-top ventilator
	Manufacturers	Greenheck, Cook, Penn Ventilator, Twin City
	Notes	Will be constructed of heavy gauge aluminum Support members will be constructed of galvanized steel Hood will be removable from base or hinged Will include 1/2 inch galvanized steel bird screens Underside of hood will be insulated to reduce condensation Exterior finish will be baked enamel

## VAV TERMINAL DEVICE SYSTEMS

### PURPOSE

The purpose of this section is to provide a guide to designers for selecting appropriate equipment. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Variable Air Volume Terminal Units (VAV)</b>	Use	Heating/cooling control for classrooms and offices
	Product	VAV Terminal Reheat Units
	Manufacturer	Trane, Titus, ETI, Price, Nailor, Krueger
	Notes	Sizes will vary and must be per schedule denoted on project drawings Each unit will be supported independent of the ductwork system from the structure above Coated insulation liner Modulating air valve with multi-point velocity sensor Construction standard will meet NFPA 90A Coil performance will comply with ARI 410 Each unit will include a control transformer and disconnect switch and mount controls in NEMA 250 Type 1 enclosure

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## AIR DISTRIBUTION DEVICES

### PURPOSE

The purpose of this section is to provide a guide to designers for selecting appropriate equipment. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Ceiling Supply Air Diffusers</b>	Use	Ceiling-mounted square supply air diffuser
	Product	2x2 lay-in ceiling diffuser
	Manufacturers	Titus, Price, Krueger, Metalaire, Nailor
	Notes	All aluminum construction Plaque-style diffuser Baked enamel or powder white paint finish Size each diffuser for less than 30 NC level Each diffuser shall include a volume damper for balancing
<b>Ceiling Return Air Grilles</b>	Use	Ceiling-mounted square return air grille
	Product	2x2 lay-in return air grille
	Manufacturers	Titus, Price, Krueger, Metalaire, Nailor
	Notes	All aluminum construction One set fixed louvers Baked enamel or powder white paint finish
<b>Supply Linear Slot Diffuser</b>	Use	Ceiling-mounted linear style supply air diffuser
	Product	1-4 slot by 48 inch linear slot set on lay-in ceiling system
	Manufacturers	Titus, Price, Krueger, Metalaire, Nailor
	Notes	Aluminum or steel construction Single/multiple slots with extruded or stamped vanes Maximum 50 CFM/lineal ft/slot 1/2 inch glass fiber acoustically-insulated inlet plenum/boot
<b>Return Linear Slot Diffuser</b>	Use	Ceiling-mounted linear style return air diffuser
	Product	1-4 slot by 48 inch linear slot set on lay-in ceiling system
	Manufacturers	Titus, Price, Krueger, Metalaire, Nailor
	Notes	Aluminum or steel construction Single/multiple slots Maximum 100 CFM/lineal ft./slot 1/2 inch glass fiber acoustically-insulated inlet plenum/boot
<b>Wall Linear Diffuser</b>	Use	Wall-mounted linear supply air diffuser
	Product	Aluminum fixed bar wall diffuser
	Manufacturer	Titus, Krueger, Price, Metalaire, Nailor
	Notes	All aluminum construction Fixed horizontal bar type louvers Selected factory finish

## AIR DISTRIBUTION DEVICES

<b>Heavy-duty Wall Return Air Grille</b>	Use	Gymnasium and auditorium wall grille applications
	Product	Heavy-duty wall grille
	Manufacturer	Titus, Krueger, Price, Metalaire, Nailor
	Notes	Heavy gauge steel construction Angled louvers spaced ½ inch on center maximum Baked aluminum enamel or powder white paint finish
<b>Round Supply Air Diffuser</b>	Use	Auditorium supply air distribution
	Product	Round, steel supply air diffusers
	Manufacturer	Titus, Krueger, Price, Metalaire, Nailor
	Notes	All steel construction 360 degree discharge pattern 3 cone design with round duct connection Baked enamel finish
<b>Duct-mounted Supply Air Diffuser</b>	Use	Gymnasium supply air distribution
	Product	Duct-mounted diffusers
	Manufacturer	Titus, Price, Krueger, Metalaire, Nailor
	Notes	Steel or aluminum construction Double deflection louvers Primed for field painting

# E

# ELECTRICAL

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## SECTIONS

Electrical Systems

Site Lighting

Electrical Equipment

NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)

# E

# ELECTRICAL

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### 1.01 ELECTRICAL DISTRIBUTION

- A. Electrical systems distributed throughout the building shall be based upon the 480-volt or 208-volt, three-phase configuration.
- B. Electrical distribution equipment shall not be located below the established flood elevation. Verify this elevation prior to design.
- C. Surge protection devices and lightning arrester devices shall be located on main service distribution equipment. Surge protection devices shall be provided on all branch distribution electrical equipment.
- D. Current carrying conductors shall be a minimum No. 12 American Wire Gauge. Conductor size No. 12 and No. 10 shall be solid type, copper. Conductors larger than No. 10 shall be stranded. Copper/Aluminum rated bolted lugs for terminating aluminum conductors are acceptable. Conductor sizes 4/0 (copper equivalent) and larger may be compact stranded aluminum.
- E. Current carrying conductors shall be installed in conduit systems conforming to the National Electrical Code.
- F. Continuous equipment grounding conductors shall be installed in all circuits bonded to all ground lugs, bussing, switches, receptacles, equipment frames, etc., per the National Electrical Code.
- G. Electrical systems main service equipment shall be designed with a 15 percent spare amperage capacity and 30 percent spare space capacity at the end of design phase. Panelboards shall be designed up to 80 percent of capacity and be provided with 30% spare space or a minimum of six (6) spare over current protection devices, whichever is greater, at the end of design phase. Aluminum bus is allowable for all electrical service and distribution equipment, including panelboards.
- H. Electrical energy distribution equipment shall be located in dedicated electrical rooms or on mechanical decks. Branch circuit distribution panelboards recessed in corridor walls will not be acceptable except in the Kitchen. Panelboards serving Kitchen equipment may be recessed in Kitchen walls but located remotely from cooking and plumbing equipment.
- I. All electrical equipment rooms shall be located with direct access from corridor or exterior. It shall not be required to pass through another room or space to enter an electrical equipment room, nor shall it be required to pass through an electrical equipment room to enter another room or space. Other rooms or spaces include rooms or spaces containing Technology Systems equipment. Electrical distribution equipment and Technology Systems equipment shall not be located in the same room or space except for branch circuit panelboards that serve only the Technology Systems equipment in a Technology Systems room.

Main electrical rooms shall be located as close to major equipment loads (usually main mechanical equipment) and Utility Company transformer as possible. Generators should also be located in close proximity to main electrical room. Consideration should be given to an independent fire pump electrical service if fire

## ELECTRICAL SYSTEMS

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pump is remote from main electrical room. Utility company transformer pad shall be located as close to building as possible while maintaining all Utility Company clearance and access requirements.

Electrical closets for transformers and branch circuit panelboards shall be located and sized so that secondary (208/120 volt) feeder runs are as short as practical. Electrical closets should be stacked to the extent practical and consideration shall be given to the routing of branch circuits emanating from the closet (avoid stairwells, elevators, mechanical shafts, etc).

- J. Dry type transformers shall be NEMA Premium compliant based on the total demand load the transformer serves.
- K. NOT USED.
- L. Coordinate standby circuit locations, UPS electrical requirements, and electrical loads with the Technology Designer.
- N. The overall electrical distribution system power factor as seen by the local electric utility company shall be greater than 0.9.

### 1.02 LIGHTING AND LIGHTING CONTROLS

- A. The interior spaces shall be artificially illuminated with fluorescent linear fixtures.
  - 1. At instructional spaces there shall be a single, control station at the front teaching position of the classroom for control of the following functions:
    - a. Dual Level Switching - Utilize dual level switching wherever possible.
  - 2. Corridors and group restrooms
    - a. Provide a switch at entrance to each corridor to allow the lighting to be turned on at beginning of day or after hours without requiring key. No user accessible switch shall be used in the group rest rooms. Lights shall be switched with adjacent corridor.
  - 3. Individual Restrooms
    - a. Provide control via local switch.
  - 4. Break Rooms, Conference Rooms, Offices
    - a. Provide control via local switch. Use manual on wherever possible.
    - b. Dual Level Switching - Utilize dual level switching wherever possible.
  - 5. Cafeterias, Libraries
    - a. Utilize dual level switching of all lighting. Provide even illumination throughout the space at both levels.

## ELECTRICAL SYSTEMS

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- B. The minimum illumination (footcandle) levels shall conform to the established Illuminating Engineering Society guidelines and Louisiana State Sanitary Code Part XVII – “Public Buildings, Schools, and Other Institutions”. See illumination chart at the end of this section. Footcandle calculation shall be developed by using the room cavity ratio method with work plane surface being 30 inches above the floor. Ceiling, wall, and floor material reflectances shall be verified with the Electrical Design Professional and Architect. Lighting power densities shall conform to “AEDG for K-12 Schools” (1.2W/sf for daylight option, 1.1W/sf for non-daylit option) and LEED for Schools 2009.
- C. Emergency means of egress lighting shall be provided per local and State Building Code requirements. The following areas shall have emergency illumination whether having natural illumination or not:
1. Exits and exit access corridors.
  2. Small and large assembly areas.
  3. Locker rooms.
  4. Student and adult restrooms.
  5. Main and other dedicated electrical rooms.
  6. Main mechanical room and other mechanical decks.
  7. Kitchen/student dining.
  8. Interior instructional space without natural illumination.
  9. Rooms with occupant load over 50 people.
  10. Exterior side of exterior exit doors including stairs, ramps, and walkways leading to public way.
  11. Technology Main Equipment Room (ER).
  12. Technology Rooms (TR)
  13. Administration area, throughout.
- D. Circuit breakers will not be acceptable for turning lighting “on” and “off”.
- E. Exterior parking areas shall be illuminated with LED or high-intensity discharge lamp type light fixtures.
- F. Exit signs shall be wall mounted, where possible, in lieu of ceiling mounted except where wall mounting penetrates fire rated enclosures such as those for stairs.
- G. Bottom of pendant fixtures in any space/area may be no lower than 9’-0” A.F.F.
- H. All emergency light fixtures shall be able to be turned off. Provide transfer devices and/or relays as required.

Excerpt from Louisiana State Sanitary Code, Part XVI – Public Buildings, Schools and Other Institutions

## ELECTRICAL SYSTEMS

Room Type Classification	Direct Lighting Footcandle Level <sup>(1)</sup>			Indirect Lighting Footcandle Level <sup>(2)</sup>		
	Maximum	Average	Minimum	Maximum	Average	Minimum
<b>Administrative Areas</b>						
Offices/Receptionist	75	50	25	60	40	20
Storage Rooms	38	25	13	38	25	13
Restrooms	38	25	13	38	25	13
Conference Rooms	75	50	25	60	40	20
Healthcare Area	75	50	25	60	40	20
Teacher Prep/Work Area	75	<b>50</b>	25	60	40	20
<b>Classrooms</b>						
General Classrooms	75	50	25	60	40	20
Visual Arts Rooms	75	50	25	60	40	20
Modular Technology Labs	75	50	25	60	40	20
Computer Labs	45	30	15	45	30	15
Industrial Arts Rooms	90	60	30	90	60	30
Computer Labs	60	40	20	60	40	20
Graphics Labs	75	50	25	60	40	20
Life Skills Labs	75	50	25	75	50	25
Science Rooms/Labs	75	50	25	75	50	25
Laundry Rooms	38	25	13	38	25	13
Music Rooms	75	50	25	60	40	20
Large Group Instruction	75	50	25	60	40	20
<b>Media Center</b>						
Active Areas	75	50	25	60	40	20
Inactive Areas	60	40	20	60	40	20
<b>Student Dining/ Auditoriums</b>						
Assembly	30	20	10		N/A	
Stage/Work Lights	30	20	10		N/A	
Makeup/Dressing Rooms	75	50	25	75	50	25
Theatrical Control Room	45	30	15	45	30	15
Kitchen	60	40	20		N/A	
Dining Areas	60	40	20	60	40	20
<b>Athletic Areas</b>						
Gym-Elementary School	75	50	25		N/A	
Gym-High School	90	60	30		N/A	
Locker Rooms	38	25	13	38	25	13
<b>Circulation</b>						
Hallways	30	20	10	30	20	10
Stairwells	30	20	10	30	20	10
<b>Maintenance Areas</b>						
Custodial Closets	45	30	15	45	30	15
Mechanical Rooms	45	30	15	45	30	15

Specific Notes:

(1) Direct lighting refers to light that is being directed in a downward direction towards the surface being illuminated.

(2) Indirect lighting refers to light that is directed at least partially in an upward direction or is reflected in some manner towards the surface being illuminated.

General Notes:

For design in new and significantly renovated schools, the designer shall utilize Illuminating Engineering Society of North America (IESNA) Lighting Handbook

Enforcement of these standards is based on on the average illumination level in each room.

For instructional spaces utilizing digital "smart boards" or outfitted for audio-visual presentations, the designer should consider the installation of lighting controls readily accessible to the instructor having the capability to reduce the illumination on the screen to seven footcandles or less, while maintaining an average of 20 footcandles within the remaining functional areas of the space.

For instructional spaces utilizing dry-erase whiteboards, the designer should consider the installation of separately controlled, dedicated luminaires mounted parallel to the whiteboard, providing 30 footcandles average on the vertical plane of the whiteboard.

## ELECTRICAL SYSTEMS

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### 1.03 WIRING DEVICES

- A. General purpose use specification grade, 120-volt duplex receptacles shall be of standard grounded type. For vertical installation, ground shall be on bottom. For horizontal installation, ground shall be on the right.
- B. Electrical devices located on the first floor of buildings whose first floor elevations are below Base Flood Elevation shall be installed at 48" above the floor to prevent flood-water intrusion, unless required otherwise due to
- C. Appropriately located flush floor boxes shall provide distribution to equipment/furniture in areas in the middle of rooms not capable of being served from walls. Floor boxes in slab on grade applications shall be poured in place type. Floor boxes on upper floor may be poured in place type or poke through type as appropriate to the individual application.
- D. Instructional spaces shall be provided with a minimum of four (4) general use receptacles.
- E. Each space or room shall be provided with a minimum of one, 120-volt receptacle, including mechanical service areas.
- F. General purpose receptacles in corridors shall be spaced a maximum of 50 feet apart and a maximum of 25 feet from end of corridor.
- G. Office areas, conference rooms, teacher workrooms, and areas designated for voting machines shall be provided with a minimum of four (4) receptacles.
- H. Duplex receptacles within 6 feet of plumbing fixture units shall be ground fault protected. These receptacles shall be protected by a ground fault circuit breaker or an integral ground fault device.
- I. For computers, a maximum of four (4) computers shall be on a single 20-amp, 120-volt grounded electrical circuit. Note that Media Centers are to be capable of supporting 60 computers for student testing.
- J. Provide an exterior, weatherproof ground fault protected duplex receptacle outside each main exterior door.
- K. Electrical receptacles serving food service equipment not located against walls shall be mounted above the floor line on pedestal-type mountings.
- L. Pre-kindergarten/kindergarten classrooms and their auxiliary spaces shall have duplex, tamper-resistant receptacles installed and switches mounted at 40" above finished floor.
- M. Provide 20-amp, NEMA 5-20P circuit for each large copier in the lounge, copy room, work room, teacher work stations and library work room.

**1.04 DEVICE LOCATIONS**

<b>ELECTRICAL DEVICE TYPE</b>	<b>Mounting Height Above Floor to Bottom of Outlet (Device) Box</b>
Receptacle outlets, microphone outlets (jacks), equipment outlets (jacks), television outlets (jacks), portable telephone outlets, computer outlets, etc. * General throughout, except First Floor * First Floor (for Facilities with First Floor elevations at or below flood levels) * Mechanical equipment rooms * Above counter tops 30"H * Above counter tops 36"H * Above counter tops 48"H * Above backsplash top * Above or adjacent to lavatories * Behind domestic refrigerators * Behind domestic washers and dryers * Serving domestic dishwashers * Wall-mounted telephone outlets * Telephone/video control * Wall mounted television power and data	20" 46" 46" 36" 44" 54" 2" minimum 42" 52" 44" 20" 44" 44" 96"
Toggle switches	44"
Clocks	Near ceiling, or 8' – 6" maximum
Pull stations (fire alarm)	44"
Volume controls, call-in switches	44"
Speaker/strobes (fire alarm)	80"

### 1.05 FIRE ALARM SYSTEM

- A. Fire alarm systems shall be of addressable type, incorporating activation devices such as pull stations, smoke detectors, flow switches, duct detectors, etc., and audio visual devices such as speakers and strobes.
- B. System shall comply with the local Building Code, State Building Code, National Fire Protection Association, and the Americans with Disabilities Act.
- C. Main control panel shall be located in the Technology Equipment Room or in a second floor Telecommunications Room. with remote annunciator stations at main entries visible from outside and in the Administration area, conforming to local jurisdiction requirements.
- D. Strobe devices shall have their candela light intensity discharge conforming to the Americans with Disabilities Act and local codes.
- E. Visual devices shall be located in spaces occupied by students, instructors, and the public. Audible devices shall be located so devices deliver sound levels that are 15 dB over ambient noise levels in areas occupied by students, instructors, or public to conform with State Building Code. Devices to be wall or ceiling mounted conforming to Americans with Disabilities Act and applicable codes.
- F. System shall be connected electronically to local Fire Department via a DACT dialer utilizing two analog telephone lines.
- G. A manual pull station with Americans with Disabilities Act compliant cover shall be provided in food service areas, at each exterior door used as means of egress, and at other locations conforming to State Building Code, National Fire Protection Association, and other local codes.
- H. Provide a two-way communication system in spaces designated "area for a refuge/rescue". Communication system shall conform with the Americans with Disabilities Act.
- I. Provide high volume level audible alarm devices in high ambient noise areas such vo-tech, choir rooms, band rooms and mechanical spaces.
- J. Wall mounted devices shall be mounted to recessed boxes in the wall and not surface mounted.

### 1.06 LIGHTNING PROTECTION

- A. Provide an Underwriter's Laboratory (UL) Master Label listed and certified lightning protection system.

### 1.07 ENERGY USAGE

- A. All systems shall be designed in compliance with ASHRAE Standard 90.1-2007 "Energy Standard for Building Except Low-Rise Residential Buildings", the energy usage requirements prescribed by the State Building Code and "*Advanced Energy Design Guide for K-12 School Buildings*".

### 1.08 LEED CERTIFICATION

- A. None.

### 1.09 SECURITY SYSTEMS

- A. Within the base building electrical system, provide the following basic security system provisions. Specific system information is provided elsewhere in these Performance Standards.
- B. Provide for card reader locations, motion sensors for exiting, door contacts, electric strikes, magnetic locks, and Owner-furnished control panels. Route all door component conduits to an accessible ceiling area where control panels are to be located. Coordinate conduit routing and quantities with the Security Technology Designer.
  - 1. Access control provisions for doors to include strike or magnetic lock connections at latch or hinge side, wall box for push to exit and/or motion sensor, and door contacts for status.
- C. Provide POE fixed-mount surveillance cameras on exterior and in interior of building.

### 1.10 TECHNOLOGY

- A. Provide the following basic electrical infrastructure for Technology systems. Specific Technology systems information is provided elsewhere in these Performance Standards. Coordinate the placement of all Technology conduits, boxes and outlets with the Technology Design Professional.
- B. Provide Telecommunications cable tray above corridor ceilings throughout building.
  - 1. Cable tray shall connect between all Telecommunications Rooms (TRs) and the Main Equipment Room (ER).
  - 2. Provide a continuous path from all Telecommunications Rooms (TRs) back to Main Equipment Room (ER) using 4-inch Conduits, cable trays or a combination of both, as required by conditions.
  - 3. Provide a continuous cable-tray route into the main Equipment Room (ER) and associated Telecommunications Rooms (TRs). As an option, in areas where wall penetrations by cable tray are problematic provide 4-inch conduits, in lieu of cable tray through ER and TR walls. In either case, ensure a continuous cable support system to Equipment racks and cabinets. Provide fire rated plywood on walls of TRs and ER.
  - 4. Provide continuous bonding conductor (minimum #4 AWG), in accordance with NEC-250 and TIA/EIA-607, in all cable trays and bond to associated Telecommunications Grounding Busbar (TGB).
  - 5. J-Hooks and similar support mechanisms are not to be used for main and secondary corridors.
- C. Junction boxes used for data/voice/video outlets shall be 2-gang, 3 1/2" deep boxes and equipped with a minimum of a 1" conduit, home run to the associated Telecommunications Cable Tray, except where noted by the Telecommunications Design Professional.
- D. Telecommunications Rooms (TRs) and the Main Equipment Room (ER) shall be provided with a minimum of one 208 volt, 30 Amp circuit per rack for powering rack mounted UPS Units. Quantity and location of circuits will depend upon requirements of Technology Design professional. If the building has a standby Generator, these circuits shall be attached to the standby power. General use receptacles, as well as double duplex receptacles shall be provided next to computer/video technologies ports and throughout TRs and ER.
- E. Provide a minimum of two four (4) inch riser conduits between Technology Rooms (TRs) on different floors for Telecommunications cables. Coordinate location and quantities with Technology Designer.
- F. Fire-stop all penetrations.

## ELECTRICAL SYSTEMS

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### G. Classrooms

1. Provide a minimum 4-3/4 inch high center-divided surface-applied metal raceway on three walls in classrooms (primary teaching wall, secondary teaching wall, window wall) to serve perimeter computer stations and to provide general power and data distribution above counters.

### H. Classroom Intercommunications

1. Provide one (1) 1-gang, 3-1/2" deep box at 48" AFF on wall by Instructor Location for Classroom Intercommunications Call Station.
2. Provide one (1), home run, 3/4". conduit from the Intercommunications Station Phone box to the associated Telecommunications Cable Tray.

### I. Wall-mounted Phones

1. Provide one (1) 1-gang, 3-1/2" deep box at 48" AFF on wall for wall-mounted Phone Instrument.
2. Provide one (1), home run, 3/4". conduit from the Phone box to the associated Telecommunications Cable Tray.

### J. Mechanical Room – Building Automation

1. Provide one (1) 1-gang, 3-1/2" deep box at 48" AFF on wall for HVAC and Building Automation Equipment in each Mechanical room. Coordinate Box location with Building Automation System Designer.
2. Provide one (1), home run, 3/4". conduit from the Building Automation System box to the associated Telecommunications Cable Tray.

### K. Electrical and Mechanical Room Phones

1. Provide one (1) 1-gang, 3-1/2" deep box at 48" AFF on wall in all Electrical and Mechanical Rooms for a Wall-Mounted Telephone. Coordinate final location with Designer.
2. Provide one (1), home run, 3/4 in. conduit from the Electrical and Mechanical Room Telephone boxes to the associated Telecommunications Cable Tray

### L. External Paging Horn Speakers

1. Provide external junction box for Paging Horn Speakers mounted on Building. Coordinate Locations with Paging Technology Designer. Stub 3/4 in. conduit from junction box to the associated Telecommunications Cable Tray.

### M. A/V Cabinets

## ELECTRICAL SYSTEMS

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1. Provide all wall-mounted, A/V cabinets and Specialized Audio Cabinets with a quad electrical outlet located inside of associated cabinet.
2. Provide one (1), home run, ¾" conduit from the AV cabinet to the associated Telecommunications Cable Tray.
3. Provide a minimum of one (1), 2" Conduit stubbed from the wall-mounted A/V cabinet to above the ceiling for routing of A/V and Speaker cables. Install bushings on both ends of stub conduit. Coordinate requirements with Technology Designer.

### N. Service Providers

1. Provide one (1), 4" conduit for cable television (CATV) from the Main Telecommunications Equipment Room (ER) to the property line.
2. Provide two (2), 4" conduit for telephone/data from the Main Telecommunications Equipment Room (ER) to the property line.
3. Stub all Entrance conduits up at associated Utility Poles.
4. Note that all Entrance conduits might not terminate at same Service Provider Pole. Coordinate location with Service Providers.
5. Provide nylon pull-ropes in all Entrance Conduits.
6. When the Entrance Facility is not located in the Main Technology Equipment Room (ER), (Remodels, for example), provide a minimum of two (2), 4" conduits from the Service Provider Entrance (DEMARC) to the Main Telecommunications Equipment Room (ER).
9. Provide outside system plant (OSP) infrastructure to comply with current BICSI COOSP Standards and Practices. Coordinate specific requirements with each Service Provider.

### O. Low Voltage Sleeves

1. Provide one (1), 2 in. sleeve, with bushings, in all block walls, for telecommunications cables, as required.
2. Note: not all of the Telecommunications cables are run in conduits, for example, paging speaker cables are installed using J –Hooks, etc. and require sleeves to enter all rooms.

### 1.11 TELECOMMUNICATIONS GROUNDING

- A. Within the base building electrical system cost, provide Telecommunications Grounding/Bonding System in accordance with NEC-250 and TIA/EIA-607 using approved Grounding Hardware. CAD Weld Bonding Conductors to Building Steel.
- B. Provide Telecommunications Main Grounding Busbar (TMGB) in Main Equipment Room (ER).
  - 1. All TMGB Connections to be made with double-bolted, Compression style, Grounding Lugs.
  - 2. As a minimum, Bond TMGB to following:
    - a. Building Steel (minimum #2 AWG insulated copper bonding conductor).
    - b. Main Electrical Service Ground (minimum #2 AWG insulated copper bonding conductor).
    - c. Local Service Panel Ground (minimum #4 AWG insulated copper bonding conductor).
    - d. Telecommunications Bonding Backbone (TBB) that connects TMGB to other TGBs (minimum #2 AWG insulated copper bonding conductor).
    - e. Associated Telecommunications Cable Tray(s) (minimum #6 AWG insulated copper bonding conductor).
    - f. Telecommunications Conduit(s) Entering ER (minimum #6 AWG insulated copper bonding conductor).
- C. Provide Telecommunications Grounding Busbar (TGB) in all Telecommunications Rooms (TRs) and AV Equipment Cabinets.
  - 1. All TGB Connections to be made with double-bolted, Compression style, Grounding Lugs.
  - 2. As a minimum, Bond TGB to following:
    - a. Building Steel (minimum #2 AWG insulated copper bonding conductor).
    - b. Local Service Panel Ground (minimum #4 AWG insulated copper bonding conductor).
    - c. Telecommunications Bonding Backbone (TBB) that connects TGB to other TGBs and TMGB (minimum #2 AWG insulated copper bonding conductor).

## ELECTRICAL SYSTEMS

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- d. Associated Telecommunications Cable Tray(s) (minimum #4 AWG insulated copper bonding conductor).
  - e. Telecommunications Conduit(s) Entering TR (minimum #4 AWG insulated copper bonding conductor).
  - f. Provide Telecommunications Bonding Backbone (TBB) between all TGBs and the TMGB.
  - g. The TBB shall be a minimum of #2 AWG insulated copper bonding conductor. See sizing chart in associated specification section.
  - h. All TGB Connections to be made with double-bolted, Compression style, Grounding Lugs.
- D. As a minimum, bond the following devices to the associated TMGB and TGBs using a minimum #4 AWG insulated copper bonding conductor using compression style lugs:
- 1. Equipment Racks and Cabinets
  - 2. TR Cable Tray
  - 3. CATV Equipment
  - 4. Lightning and Surge Protectors
  - 5. Telecommunications Devices
  - 6. Coupled Bonding Conductors (CBCs)
  - 7. Backbone Cable Shields
  - 8. Telecommunication and Fiber Cable Shields
  - 9. Antenna Cable Shields
  - 10. Raised Floors
  - 11. Antenna Masts

### A. SECURITY LIGHTING

1. Provide a 10-footcandle-illumination level at main building entrances.
2. Provide a 5-footcandle-illumination level at all entrances except main entrance.
3. Light fixtures shall be wall-mounted, LED, compact fluorescent, HID (High Intensity Discharge) type located directly over doors or recessed in overhangs or soffits located directly over doors. Fixtures shall be designed for exterior use, shall be vandal resistant, and shall be easy to service.

### B. DRIVES & PARKING AREAS

1. Provide an illumination level of 0.5 footcandles at entrance/exit drives.
2. Provide an illumination level of 1.0 footcandles within parking areas and bus drop-off/pick-up areas.
3. Lighting shall be LED or HID type located on poles with a concrete base only if mounting on building is not feasible.

### C. CIRCULATION & PEDESTRIAN AREAS

1. Provide an illumination level of 0.5 footcandles at pedestrian routes from parking areas and bus drop-off/pick-up areas to building entrances.
2. Lighting of pedestrian routes shall be of LED, fluorescent or HID type. Fixture shall be bollard type or pole-mounted type.

### D. BUILDING IDENTIFICATION

1. Provide an illumination level of 10 footcandles on building identification signage located on the building.
2. Provide internal illumination to the school marquee sign.

### E. CONTROLS

1. Lighting shall be on photo sensors with switch overrides.

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NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)

**ELECTRICAL EQUIPMENT**

**PURPOSE**

The purpose of this section is to provide a guide to designers for selecting appropriate electrical equipment. All final product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Low Voltage Electrical Power Conductors and Cables</b>		
	Use	Building wires and cables rated 600V and less
	Product	Solid copper wiring for sizes #12 & #10 all larger sizes to be stranded. Compact stranded aluminum conductors may be utilized for conductor sizes 4/0 (copper equivalent) and larger. CU/AL rated bolted lugs may be used for the termination of compact stranded aluminum conductors. Copper pigtailed must be utilized for terminations at utility service input, transformers and all rotating/vibrating equipment. Maximum conductors sizes shall be 600 MCM copper (900MCM compact stranded aluminum).
	Manufacturers	Products to comply with NEMA WC 70
	Notes	-All conductors shall be installed in conduit. -MC cable may be used in all concealed areas or exposed in electrical equipment rooms, where allowed by Code. All MC cable must be adequately supported and installed in a workmanlike manner at right angles, neatly arranged and bundled with appropriate bridle rings, supports, hangers and clamps. -Voltage drop calculations shall be conducted for feeders between the service entrance equipment and the branch-circuit distribution equipment to verify conformance to the requirements of ASHRAE Standard 90.1
<b>Grounding and Bonding for Electrical Systems</b>		
	Use	Grounding and bonding of electrical systems and equipment
	Product	Grounding system to consist of copper grounding electrodes and copper ground wiring bonded together meeting the National Electric Code
	Notes	-Continuous equipment grounding conductors to be installed in all circuits bonded to all ground lugs, bussing, switches, receptacles, equipment frames etc, per the National Electric Code.

**ELECTRICAL EQUIPMENT**

<b>Raceway and Boxes for Electrical Systems</b>		
	Use	Routing method and termination points for electrical conductors
	Product	<p>“EMT” Electrical metallic tubing</p> <p>“FMC” flexible metal conduit</p> <p>“IMC” intermediate metal conduit</p> <p>“LFMC” Liquid tight flexible metal conduit</p> <p>“RMC” Rigid metallic conduit</p> <p>“RNC” Rigid nonmetallic conduit</p>
	Manufacturers	<p>Metal conduit shall conform to one of the following: ANSI C80.1., ANSI C80.6., ANSI C80.3.</p> <p>Nonmetallic conduit shall conform to NEMA TC 2</p>
	Notes	<p>All conductors shall be installed in conduit in conformance with the National Electric Code. Placement and support of conduit shall also be in conformance with the National Electric Code. Underground conduits shall be Schedule 40 (minimum) PVC. Unless required otherwise by Utility Company or other Authority Having Jurisdiction, underground conduits may be direct buried without concrete encasement. Wherever underground conduits are located below concrete slab, stainless steel hangers shall be installed to anchor conduits to slab above. Rigid steel elbows and rigid steel conduit slab penetrations shall be utilized throughout underground, underslab, or in-slab conduit system.</p>
<b>Low Voltage Dry type Transformers</b>		
	Use	Transforming power from 480v three phase to 208V three phase
	Product	Wall or pad mounted metal enclosed, vented, dry type transformers rated 600v and less with capacities up to 1000kva. UL Listed
	Manufacturers	Eaton Corporation, Square D, Siemens, Power Smith, General Electric
	Notes	<p>-Transformers shall be NEMA-premium and sized based on total demand of the load the transformer serves.</p> <p>-Provide transformers with multiple voltage taps</p> <p>-Transformer to be 3R rated if located outdoors</p> <p>-Provide transformer with vibration mountings</p>
<b>Switchboards</b>		
	Use	Electrical Equipment used as the first point of connection from the utility company and/or to distribute power
	Product	Front accessible Metal enclosed electrical switchboard possibly including main switch for building main service electrical device. UL Listed

## ELECTRICAL EQUIPMENT

	Manufacturers	Eaton Corporation, Square D, Siemens, General Electric
	Notes	<p>Switchboards to be designed with 15% spare capacity and 30% spare space and the end of design phase.</p> <ul style="list-style-type: none"> <li>-The main electrical service equipment shall be located on the second floor.</li> <li>-Distribution equipment to be located in a dedicated room or on mechanical decks.</li> <li>-Provide switchboard with Lightning arrester devices and surge protection device for protection</li> <li>-Provide switchboard with an electronic metering device linked to the building automation system for monitoring</li> <li>-Switchboard shall have fusible switches or circuit breakers</li> <li>-fault current rating shall be coordinated with the Utility Company</li> </ul>
<b>Panelboards</b>		
	Use	Electrical equipment used to distribute individual electrical circuits to electrical equipments, lights, receptacles, etc.
	Product	Metal enclosed 42 or 60 circuit breaker panel rated 600v or less with main breaker or main lugs as required by code. UL Listed
	Manufacturers	Eaton Corporation, Square D, Siemens, General Electric
	Notes	<p>-Panelboards to be designed up to 80% of capacity and be provided with 30% spare space and a minimum of (6) spare over current protection devices, whichever is greater, at the end of design phase.</p> <ul style="list-style-type: none"> <li>-Breakers shall be bolt on type</li> <li>-Distribution equipment to be located in a dedicated room or on mechanical decks.</li> <li>-Provide panels with surge protection devices</li> <li>-Panel to have lockable hinged doors</li> </ul>
<b>Wiring Devices</b>		
	Use	Receptacles and switches to provide and control power to devices
	Product	Specification grade 20amp 120 or 277 volt receptacles or switches. Provide special purpose receptacles as required. UL Listed
	Manufacturers	Pass & Seymour, Cooper, Hubbell, Leviton
	Notes	<p>Receptacles to be 20 amp 120v specification grade with ground with the following requirements:</p> <ul style="list-style-type: none"> <li>-mounted at 48" A.F.F. or as required otherwise on the first floor where first floor elevations are below Base Flood Elevation.</li> <li>-duplex receptacles for general</li> <li>-Duplex receptacle every 50' in corridors</li> </ul>

## ELECTRICAL EQUIPMENT

		<ul style="list-style-type: none"> <li>- (4) Receptacles to be provided in offices, conference rooms, teacher work rooms and areas designated for voting.</li> <li>-Receptacles to be ground fault protected (GFCI) where required by the National Electric Code.</li> <li>-Exterior rated GFCI receptacle located outside of each main exterior door.</li> <li>-Flush floor outlets where necessary.</li> <li>-Receptacles in a kitchen located away from the walls shall be pedestal type.</li> <li>-Pre-kindergarten and Kindergarten room receptacles to be tamper resistant type.</li> <li>Receptacles in a science lab to be mounted above the back splash.</li> <li>-Provide devices with stainless steel wall plates and cover screws</li> <li>-Where practical locate outlets on adjacent walls rather than near or above sinks.</li>   <li>-Switches shall be 20 amp 120 or 277 volt specification grade</li> <li>-On exterior provide GFCI protected outlets at each exterior door, at 100' maximum spacing around perimeter and within 15' of all serviceable mechanical equipment.</li> <li>-Provide outlets for future book security systems at doors nearest circulation desk in Media Centers</li> <li>-Provide outlets at all potential public entrances for future metal detector system.</li> <li>-Provide weatherproof 208 volt outlet accessible at driveway or bus drop-off for visiting non-profit service provider buses.</li> </ul>
<b>Enclosed switches and circuit breakers</b>		
	Use	Electrical devices used to disconnect electrical equipment
	Product	Metal enclosed disconnect, device shall be fusible, non-fusible or circuit breaker type UL Listed
	Manufacturers	Eaton Corporation, Square D, Siemens, General Electric.
	Notes	<ul style="list-style-type: none"> <li>-Devices shall be heavy duty rated</li> <li>-Nema 3R rating when located outside</li> <li>-Nema 4X rating in kitchens</li> <li>-Size disconnect for the device it is serving</li> <li>-Provide fusing or breaker as required by manufacturer or code</li> </ul>
<b>Enclosed Controllers</b>		
	Use	Electrical device used to start/disconnect electrical equipment
	Product	Metal enclosed fusible disconnect/starter device UL Listed
	Manufacturers	Eaton Corporation, Square D, Siemens, General

## ELECTRICAL EQUIPMENT

		Electric
	Notes	-Device shall be heavy duty rated -NEMA 3R rated when located outside -Starters to have phase loss protection for motors over 5 hp -Controller to have a hand/off/auto switch -Size controller/starter for the motor it is serving. -Motor Control Centers are permitted
<b>Fuses</b>		
	Use	Over current device used to protect wiring
	Product	Cartridge Fuses rate 600v and less
	Manufacturer	Little Fuse, Cooper Bussman, Mersen (Ferraz Shawmut)
	Notes	-Provide 10% spare fuses of each size used in a spare fuse cabinet if fuses are utilized -coordinate fuse size rating with utilization equipment nameplate -fuses to comply with NEMA FU 1 and NFPA 70
<b>Surge Suppression</b>		
	Use	To provide electrical surge protection
	Product	Integral or independent surge protection device (SPD) listed to UL 1283 and UL 1449, 3 <sup>rd</sup> Edition.
	Manufacturers	Eaton, LEA, Liebert, Current Technology, Thomas & Betts Power Solutions.
	Notes	Product to comply with UL1283 UL1449 3 <sup>rd</sup> Ed. Surge Protection Devices (SPD) shall be incorporated as follows: -Main Service Switchgear (SPD) shall be solid state, parallel-connected modular design with field replaceable modules, sine-wave-tracking suppression and filtering, with individually fused MOVs matched within 1 percent. -Distribution panelboards SPD shall be solid state, parallel-connected non-modular design, sine-wave-tracking suppression and filtering, with individually fused MOVs matched within 1 percent. -SPD may be integral or independently mounted at switchboards and panelboards -Provide SPD with indicator lights
<b>Emergency Egress Lighting</b>		
	Use	Lighting fixtures used to direct people safely out of a building
	Product	Wall or ceiling mounted exit lighting or means of egress lighting
	Manufacturer	Cooper, Philips/Day-brite, Lithonia (Acuity), Lightolier

**ELECTRICAL EQUIPMENT**

	Notes	<ul style="list-style-type: none"> <li>-Exit lights or means of egress lights to have a wire guard in any area subject to damage.</li> <li>- Exit lights or means of egress lights shall be connected to the emergency generator</li> <li>- Exit lights or means of egress lights shall be connected to a battery pack.</li> <li>-Means of egress lights shall have (2) emergency lamps and ballasts as required by code.</li> <li>-Exiting light illumination levels shall conform to all local and state codes</li> </ul>
<b>Interior Lighting</b>		
	Use	Artificial illumination of interior areas
	Product	Combination of fluorescent, metal halide and incandescent lighting fixtures
	Manufacturers	Interior Lighting: Cooper, Philips/Day-brite, Finelite, Lithonia (Acuity), LSI Industries, Juno Lighting Group, Lightolier
	Notes	<p>Fixtures are not allowed to be mounted below 9'-0" a.f.f. to the bottom of the fixture.</p> <p>High efficient fluorescent fixtures with electronic ballasts and lamps.</p> <p>General Interior Lighting Notes: Types of lamps are to be minimized.</p> <ul style="list-style-type: none"> <li>-Minimum illumination levels shall conform to (IES) Illuminating Engineers Society &amp; LA State Sanitary Code.</li> <li>-Lighting design shall conform to ASHRAE 90.1 2007</li> </ul>
<b>Exterior Lighting</b>		
	Use	Illuminating the exterior area of the building and parking lots for exiting and safety
	Product	Exterior building mounted or pole mounted LED, CFL, or High Intensity Discharge lighting fixtures for exterior illumination
	Manufacturers	Lithonia, Cooper, Phillips/Day-Brite, Lithonia (Acuity), LSI Industries, Juno Lighting Group, Lightolier
	Notes	<ul style="list-style-type: none"> <li>-Exterior building mounted fixtures to be high abuse type.</li> <li>-Pole mounted fixtures to be mounted on 15'-0" to 30'-0" poles depending on location, coordinate proper base requirements</li> <li>-Provide poles rated for the wind gusts of the area and with internal vibration isolators</li> </ul>

**ELECTRICAL EQUIPMENT**

		-Exterior means of egress lights shall have (2) lamps and ballasts per code.
<b>Fire Alarm System</b>		
	Use	To notify the occupants of a fire alarm for the evacuation of the building and to contact the fire department.
	Product	Fire alarm system to be digital, intelligent, non coded addressable type UL listed
	Manufacturers	Edwards, Notifier, Fike, Simplex Grinnell, Fire-Lite, Siemens, Cornell. Talk-A-Phone, HDI and Alpha for Area of Refuge/Rescue systems.
	Notes	<ul style="list-style-type: none"> <li>-Fire alarm to be addressable</li> <li>-System to comply with all local and state building codes and the National Fire Protection Association and Americans with Disabilities Act</li> <li>-Speaker and strobe devices located per code</li> <li>-Main control panel to be located in the Telecommunications Equipment Room (Equipment Room)</li> <li>-Remote annunciator stations located at the main entrances and Administration area</li> <li>-Two way communication at all "Areas of Rescue"</li> <li>-Fire alarm system to be monitored</li> <li>-Voice evacuation devices and system to be provided as required by code</li> </ul>

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# TECHNOLOGY

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## SECTIONS

Technology Systems

Technology Systems and Equipment

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# TECHNOLOGY

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### DEFINITIONS:

Technology Designer - Design Professional

BICSI - Building Industry Consulting Services International

RCDD - Registered Communications Distribution Designer

Installing Contractor - Sub-contractor to the general construction contractor.

ER - Equipment Room

TR - Telecommunication Room

Drop - One RJ45 connector and cable. Gang drops together on a single faceplate in multiples of 2 or 4.

Rack – all racks to be used for mounting network electronics shall be 4 post open racks, with cable management and power strips

### 1.01 INTRODUCTION

- A. The Technology Systems Plans and Specifications shall be prepared in accordance with the latest edition of the BICSI Telecommunications Distribution Methods Manual (TDMM) and shall be designed and approved by an RCDD with a minimum of 3-years experience or equivalent experience such as registered professional electrical engineer with 5 or more years of experience in the design of technology systems.
- B. The Technology System Plans shall consist of the following minimum Telecommunications Drawings as required. In addition, the Technology Designer shall include “basic” versions of the items indicated in paragraphs 1 through 4 in the Construction Documents. The Installing Contractor shall include detailed versions as part of their Submittals requirements. (Document number shall be at the discretion of the Technology Designer):
1. Equipment Room/Telecommunication Room - Plan Views - Elevations - Racks and Walls Elevations. Detailed views of Technology rooms. Drawings to indicate technology layout (racks, cable trays, etc.), mechanical/electrical layout, rack elevations and backboard elevations.
  2. Faceplate & Cable Labeling details, Fire stopping details. Detailed drawings of symbols and installation such as faceplate labeling, faceplate types and layouts, detailed system layouts and wiring diagrams, detailed racks and equipment layouts, raceways, and network riser diagrams.
  3. Site Plans - Exterior Pathways and Inter-Building Backbones. Drawings to show physical and logical connections from the perspective of an entire campus, such as actual building locations, exterior pathways and inter-building backbone cabling on plan view drawings and major system nodes and related connections on the logical system drawings.

## TECHNOLOGY SYSTEMS

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4. Layout of complete building per floor - Serving Zone Boundaries, Backbone Systems, and Horizontal Pathways. Layout of complete building per floor. The drawings shall indicate location of serving zones, technology equipment rooms, access points, pathways and other systems that need to be viewed from the complete building perspective.
  5. Miscellaneous Drawings. Additional drawings that can be used in conjunction with the drawings listed above
- C. The Technology Designer should make every attempt to reduce the quantity of TRs. As an example, in a multi-story building, place a Telecommunication Room on the second floor and serve the 1st, 2nd and 3<sup>rd</sup> floors from the same closet. Telecommunication Room's should not be placed more than 200 feet horizontal from each other. In a multi-story building, the Equipment Room must be located on the second floor. ERs and TRs MUST be individual rooms containing NO other equipment except the a/c and electrical equipment serving only that room. ERs and TRs shall have no windows, have independent cooling source to ensure the room stays below 72 degrees (room temperature shall be maintained at 68 to 72 degrees). Telecommunication Room's do not have heating units.
- Telecommunications Rooms shall be accessible from a corridor. The room SHALL NOT be accessed from any other room except a corridor. It SHALL HAVE a card accessible, CCTV monitored, outward swinging door. It shall be air conditioned by a stand-alone d/x a/c system backed-up by generator.
- D. The Technology Designer must locate all ERs and TRs above the flood plain and preferably on the second floor of a multi-story building.
- E. Because many of the Technology Systems must be operational for life-safety purposes and building evacuation purposes, the Technology Designer is to connect these systems and their associated UPS units to the Building's Standby Generator System when available. Coordinate the Generator capacity with the Electrical Design Professional.

### 1.02 TECHNOLOGY SYSTEMS

- A. Each Construction Project for new and remodeled facilities shall provide the baseline Technology systems.
- B. Systems provided by the contractor are as follows:
  1. EQUIPMENT ROOM AND TELECOMMUNICATIONS ROOMS

Dimensions of Equipment Room and Telecommunications Rooms shall be compliant with BICSI standards. Minimum Equipment Room size of 12' x 16' for up to a (4) rack arrangement. Minimum Telecommunications Room size of 8' x 10' for up to (2) racks arrangement.

    - a. Racks for mounting network equipment in all ERs and TRs with appropriate patch panels and wire management.
    - b. One uninterruptible power source per equipment rack capable of maintaining 3000 watts for a minimum of 10 minutes utilizing a 208v 30amp twist lock outlet.

- c. A minimum of one rack for service providers in addition to a quantity of racks appropriate for housing the number of terminating patch panels and switches needed for the number of data drops served by the room.
- d. Cable Trays
- e. Conduits
- f. Entrance Conduits
- g. Telecom Grounding
- h. Backboards
- i. Power
  - 1) Includes a 208v 30amp twist lock electrical outlet for each rack provided
- j. Copper patch cables, one for every drop, equal quantities of 3, 5 and 7 foot lengths.

### 2. TECHNOLOGY CABLING

- a. Technology Data Cabling based on single-mode fiber and CAT-6a cabling systems
- b. Fiber Patch Panels
  - 1) Patch Panels with LC fiber connectors
  - 2) Single-Mode fiber cable with LC connectors utilized
- c. Copper and fiber Backbone Cabling
- d. Includes Cat 6a patch Panels with RJ45 jacks for patch cables and 110 blocks for permanent cable.
- e. Includes testing with reports in a digital format
- f. Includes labeling on patch panels, cables and faceplates in the BICSI standard naming format

### 3. NETWORK ELECTRONICS – Provided by Owner, indicated for reference only

- a. Includes the Network Electronics to be included as the Project Design requires
  - 1) L-3 Core Switch
  - 2) 24 port, POE, Gigabit Switch with 4 gigabit uplinks, a quantity will be determined by number needed to patch 75% of actual data port count
  - 3.) Wireless Access Points (WAPs)
    - a). 802.11abgn with sufficient quantity to provide full building coverage
    - b) Mountable units
  - 4.) Wireless Controller/ Switches
    - a) Includes Central Wireless Controller, Control Software and Server Appliance.
  - 5.) Radius Authentication Server
    - a) Includes Radius Server and Software for Authentication

### 4. VOICE OVER IP TELEPHONE SYSTEM – Provided by Owner, indicated for reference only

- a. VoIP Phone System
- b. Digital Display Speaker VoIP Phones
- c. Wireless Phones
- d. Attendant Consoles
- e. Power Failure Transfer Unit (PFT)
- f. Interconnect Cables
- g. Analog Trunk Interfaces
- h. Analog Station Interfaces
- i. PRI interfaces
- j. Voice Mail
- k. IP Trunking
- l. POE Switches

### 5. IP Based Video, Surveillance Systems and Intrusion Systems

#### a. Provide:

- 1) Fixed angle Interior Cameras
- 2) Fixed angle Exterior Cameras
- 3) Cat. 5 or 6A (if required) Cabling from each camera to nearest Telecommunications Room
- 4) Testing and Commissioning

#### b. Camera Locations

- 1) Exterior building entries
- 2) Exterior loading docks
- 3) Exterior dumpsters
- 4) Exterior ground level mechanical / electrical equipment locations
- 5) Exterior playgrounds
- 6) Exterior parking lot
- 7) Exterior portion of buildings not visible from public street (e.g. courtyards)
- 8) All interior corridors, maximum 80 feet between cameras, each camera in view of at least one other camera
- 9) Interior of all doors leading to exterior
- 10) Student restroom entries from corridors
- 11) Cafeteria serving lines
- 12) Cafeteria POS stations
- 13) Kitchen dry food storage
- 14) Administration Office visitors entrance
- 15) Entry vestibules
- 16) Safe or locked storage in Administration Area
- 17) Entrance to Health Center

### 6. PAGING & CENTRAL SOUND SYSTEM (stand-alone system)

- a. A low voltage amplified intercommunications and Speaker system connected via a multi-zone paging adapter.
- b. The Central Office CD/USB/MP3/FM Tuner connected to the Paging System.
- c. Capable of connecting to a Central Emergency Evacuation Switch and Tone Generator.
- d. FM Antenna system for feeding various FM tuner located in the building
- e. The Central Bell/Clock system connected to the paging system.
- f. Multi zone paging system
  - 1) Paging Speakers.
    - a) Includes intercommunications call boxes with speakers and handsets and paging horns as required.
  - 2) Paging Adapter
  - 3) Paging Blocks
  - 4) Paging Power Supplies
    - a) connected to UPS/Generator
  - 5) Tone Generator
  - 6) Emergency Switch
  - 7) Central FM Tuner
  - 8) Central CD/MP3 Player
  - 9) FM Antenna
  - 10) Administration Control
  - 11) Call-in Stations
  - 12) Volume control
  - 13) Programming

- 14) Training
- 15) Testing

**7. WIRELESS CLOCK SYSTEM**

- a. Self-adjusting atomic or satellite wireless clocks.
  - 1) Single sided in rooms, double sided in hallways
  - 2) Wireless Clock Guards as required -- Gym areas, etc.
- b. Wireless Transmitter and Receiver and Antennas
- c. Wireless Tone Generator and Scheduling System

**8. CLASSROOM A/V SYSTEMS**

- a. Interactive Whiteboard (provided by Owner – indicated for reference only)
  - 1) one board, wall mounted, in every classroom. Designer to locate power and data.
  - 2) additional boards in rooms where instruction is likely to occur including but not limited to Science Labs, Science Classrooms, Performance Area, Media Center and Special Education Classrooms. Confirm locations with Owner.
  - 3) Shall include speakers for unit
  - 4) Include provisions for mobile interactive whiteboards as indicated in the Educational Specifications.
- b. Owner-provided Media Center Mobile Cart
  - 1) Remote Origination Carts with Cameras, Tripod, Cabinet, Microphone, etc.

**9. ACCESS CONTROL AND INTRUSION DETECTION**

- a. Provide
  - 1) Electric Strikes
  - 2) Door contacts, recessed into door frames
  - 3) Motion detectors for exiting
  - 4) Installation of Owner-furnished Cisco controllers (one per door)
  - 5) Cabling from controller to components
  - 6) Cat 5 or 6A (if required) cabling from each controller to nearest Telecom Room
- b. Provide door contacts and associated equipment at:
  - 1) Exterior of main entry
  - 2) Interior vestibule door of main
  - 3) Exterior of all doors capable of entry to building
  - 4) Corridor doors intended to limit access to portions of the building after hours

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NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)

**TECHNOLOGY  
SYSTEMS & EQUIPMENT**

**PURPOSE** The purpose of this section is to provide a guide to designers for selecting appropriate building technology. All product selections listed below and those not included shall be reviewed with the Louisiana Recovery School District and New Orleans Public Schools (Owner). The Owner will consider other materials if justified and appropriate.

<b>Telecom Ground &amp; Bonding</b>		
Use	Grounding and bonding of the telecommunication room and main equipment room to the building grounding system.	
Product	Grounding busbar Ground cable Two-hole ground lug	
Notes	Provide ground busbar in each Telecommunication Room (TR). Provide main ground busbar in the main Equipment Room (ER). Connect each Telecommunication Room (TR) ground busbar to the main Equipment Room ground busbar. Connect each equipment cabinet or rack to the ground busbar. Connect the main room ground busbar to the building electrical grounding system.	
<b>Equipment Open Racks</b>		
Use	To house network electronics, patch panels, UPS, etc.	
Product	Four-post open equipment rack with integral dual plug strip and cable management shall be 22-1/2"W x 31"D x 84"H.	
Manufacturer	Middle Atlantic, Hubbell, Panduit, CPI	
Notes	Provide open racks in Equipment Room (ER) and each Telecommunications Room (TR). (Minimum of two in each room.)	
<b>Uninterruptible Power Supply</b>		
Use	To protect the technology/communications/security equipment from power outages.	
Product	UPS shall have an output voltage of 120 volts. UPS shall have an input voltage of 208 volts, utilizing a 30A, twist lock plug. UPS shall have 20A receptacles and 30 amp receptacles. UPS shall be 3,000VA at 120 volts. UPS shall have internal battery capable of supporting full load for a minimum of 10 minutes.	
Manufacturer	Emerson, PowerWave, Minuteman, Tripplite, APC	
Notes	Provide one rack mounted 3,000 VA UPS w/internal battery for each equipment rack in each Equipment Room and each Telecommunications Room.	
<b>Cable Tray</b>		
Use	To be used for cable management in corridors, Telecommunication Rooms, and Equipment Room.	
Product	Cable tray shall be 12", 24", or 36" wide (based on cable fill requirements) ceiling or wall-hung tray, with fittings and hangers etc.	
Manufacturer	Flex tray, B-Line, Cablofil, Hubbell, Panduit, Mono Systems, Chatsworth	

**TECHNOLOGY  
SYSTEMS & EQUIPMENT**

	Notes	Provide cable tray in all corridors. Extend cable tray in each Telecommunication Room. Extend cable tray in the Equipment Room. Provide cable tray above each equipment rack. Extend cable tray to the service provider's telephone terminal board.
<b>Communications Optical Fiber Backbone Cabling</b>	Use	Interconnectivity between the Equipment Room and each telecommunication room for all Ethernet networking systems.
	Product	Plenum-rated, 8.7/125 micron, single-mode fiber optic cable to support 10 Gb/s at 10,000/40,000 meters. Single-mode fiber optic patch panels w/bulkheads/adaptor LC connectors. Single-mode patch cords. Plenum-rated innerduct for all single-mode fiber cables
	Manufacturer	(Cable) Belden, General Cable, Corning, Berktek (Connectivity) Belden, Panduit, Hubbell
	Notes	Provide a minimum of 12-strand single-mode fiber from the Equipment Room to each Telecommunications Room. Provide single-mode fiber from the Equipment Room to the building entrance (demarcation), if not co-located in Equipment Room. All fiber optic cable shall be installed in innerduct. Terminate all fiber optic cable on patch panels. Provide one fiber optic patch cord for each patch panel port. Equal quantities of 3', 5' & 7' patch cords.
<b>Communications Copper Horizontal Cabling (Augmented CAT 6 Cable)</b>	Use	To provide connectivity to each data jack, voice jack, and any other Ethernet systems.
	Product	RJ45 modular data jack, 8 positions One-gang (for up to two drops) or two-gang (for up to four drops) coverplate, finish as selected by the Owner Stainless steel one or two-gang coverplate Plenum-rated, Category 6A, 4 pair unshielded twisted pair (UTP), 23 AWG, solid base copper, FEP insulated on all four pairs for 10 Gb/s. Color Code:     Pair #1 – white/blue & blue Pair #2 – white/orange & orange Pair #3 – white/green & green Pair #4 – white/brown & brown  48-port RJ45 patch panels distributed in racks such that Owner-furnished switches may be installed between patch panels
	Manufacturer	Belden, Panduit, Hubbell, ADC
	Notes	Provide one, two, three, or four data drops at each rough-in location to the nearest Telecommunications Room Each drop to consist of one, four pair cable Provide stainless steel coverplates All cabling shall be terminated on RJ45 jacks at one end, and on copper patch panels in the Telecommunications Room on the other end. All jacks shall be installed in coverplates.

**TECHNOLOGY  
SYSTEMS & EQUIPMENT**

		<p>All coverplates and both cable ends shall be labeled.          Provide patch panels.          Provide 20% spare termination points in patch panels.          Test each and every cable.          Alternate spaces on racks for patch panels and switches.          Provide one patch cord for every location with 20% spare.          Patch cords shall be equal quantities of 3', 5' &amp; 7' lengths.</p>
<b>Communications Copper Backbone</b>	Use	Interconnectivity between the main equipment room and each telecommunications room for POTS voice
	Product	Plenum-rated, multi-pair, 24 AWG, CAT 5 copper voice cable. 24 or 48 port RJ45 copper patch panels 100 PR termination frames with C-4 connectivity blocks
	Manufacturer	Cable – General Cable, Belden, Superior Connectivity – Hubbell, Panduit, Belden
	Notes	Provide 50 pair backbone copper cable from the main equipment room to each telecommunications room.
<b>Communications Audio-Video Horizontal Cabling</b>	Use	To provide connectivity between the interactive whiteboard audio-video devices and the teacher's location
	Product	Plenum-rated, multi-conductor VGA with male connector at projector end and female connector at teacher's video input end, cable shall be fourteen conductor. (3-26 AWG for RGB, 7-26 AWG for ID bits, 4-26 AWG for video synch as needed)  Plenum-rated, multi-conductor USB 2.0 cable with male connector at projector and female connector at teacher's input end.
	Manufacturer	COVID, Liberty Tenec, Belden, Panduit
	Notes	Provide one VGA cable from the teacher's video input to the video projector as needed. Provide one USB cable from the teacher's input to the projector. Teacher's input to be terminated in one gang stainless steel faceplate.
<b>Communications Audio-Video Mounts</b>	Use	To provide supports for all audio-video display devices
	Product	Articulated wall brackets for LED televisions Universal tilt wall mounts for televisions Vibration absorber ceiling mount with rubber bumpers, uni-strut, and cord wrap Escutcheon rings Ceiling truss adapters
	Manufacturer	Peerless, Bretford, Chief, Lucasey
	Notes	Provide articulated wall brackets for all LED televisions. Provide universal tilt wall mounts, in areas that do NOT require articulation. Provide vibration absorber ceiling mount w/escutcheon rings for all ceiling-mounted video projectors.

**TECHNOLOGY  
SYSTEMS & EQUIPMENT**

<b>Audio-Video Miscellaneous Equipment</b>		
	Use	To provide audio/video equipment to aid the teachers in their classrooms.
	Product	Interactive whiteboard, 78"Diagonal, wall-mounted, pen tray, power supply, USB – Potable cable, wireless Bluetooth, speakers, etc.
	Manufacturer	Promethean, Polyvision, Smart Technologies, Egon
	Notes	Interactive whiteboard provided and installed by Owner.
<b>Sound Systems</b>		
	Use	To provide sound systems in student dining/cafeteria, and music room.
	Product	Loudspeakers: 2-way 60 x 45 full-range, 12-inch cone, 70-20 MHz Loudspeakers: 2-way 60 x 60 full-range, 12-inch cone, 70-20 MHz Loudspeakers: 200-watt, 2-way, 65 x 65 full-range, 12-inch cone, 25 MHz, 8 ohm input impedance Loudspeaker: 300-watt, 2-way, 65 x 65, full-range, 12-inch cone, 65-25 MHz, 8 ohm input impedance Ceiling Speakers: 4-inch, 8-inch, 12-inch coaxial loudspeakers with transformers, 4-inch cone, 8-inch cone, 12-inch cone, 8 ohm impedance, 10-ounce magnet weight, 70-20 KHZ, round, 70-volt transformer, 1, 2, or 3 cubic feet enclosure AM/FM digital tuner CD/MP3 player Power supplies Single channel digital audio processor Single channel digital audio processor with feedback reduction Two single channel digital audio processors 4-input, 8-output audio processor Graphic equalizer Microphone/live mixers Stereo microphone/live mixers Automatic microphone/live mixers 4 stereo input channels, 6 auxiliary, 8 channel. Mixing console, 32 input, 16 bus, 32 mono input channels, 31 band equalizer, 48 volt phantom power, Ensemble microphones Vocal microphones Stereo microphones Stage floor boundary microphone Suspended ceiling choir microphone Wireless microphones Sound system cabinets Miscellaneous sound system equipment, outlets, patch cable, etc.
Manufacturer	Atlas, Altec, Electro-Voice, JBL (Speakers) TOA, Denon, Marantz, TASCAM, (Program Sources) Crown Electro-Voice, Peavey, TOA (Power Amplifiers) Shure, Rane, Ashley, ASC (Audio Signal Processors) Ashley, Rane. Yamaha (Graphic Equalizers) Ashley, Peavey, TOA, Rane, Shure (Microphones) Yamaha, Allen & Heath, Soundcraft (Mix Consoles), Intelix, Ashley, Peavey, Rane, Shure, TOA (Auto Mixers)	

Notes	<p>Provide student dining/cafeteria sound system as follows:</p> <ol style="list-style-type: none"> <li>1. Main Loudspeakers: Quantity of (20) 12-inch coaxial loudspeakers, or as room geometry dictates.</li> <li>2. Equipment Cabinet CSSC No. 1: Fixed freestanding equipment cabinet to house the following:             <ol style="list-style-type: none"> <li>a. Main Amplifiers: Quantity of (one) dual-channel, 300 W, 70.7 V per channel.</li> <li>b. Audio Processors: Quantity of (one) 2-channel audio processor with feedback reduction.</li> <li>c. Automatic Mic/Line Mixer: Quantity of (one). Standard, Last-Mic-On, or First-Come-First Served modes of automatic operation.                 <ol style="list-style-type: none"> <li>1) Filibuster override.</li> <li>2) Low-cut filter.</li> <li>3) Balanced inputs and outputs.</li> <li>4) 48 V phantom power.</li> <li>5) RS232 controlled.</li> <li>6) Frequency: 20 – 20kHz</li> <li>7) Rack-Mount Bracket: TIA/EIA-310-D, standard 19-inch.</li> </ol> </li> <li>d. Wireless Microphone Receivers: Quantity of (one) with handheld and lapel microphones.</li> <li>e. Assistive Listening Transmitter: Quantity of (one).</li> <li>f. 5-Disc CD Player with input for MP3: Quantity of (one).</li> <li>g. AM/FM Digital Tuner: Quantity of (one).</li> <li>h. All mounting hardware.</li> <li>i. Quantity of (1) 2,000 VA rack mounted UPS.</li> <li>j. Power strips.</li> </ol> </li> <li>3. Wired Microphones: Vocal Microphones: Quantity of (two).</li> <li>4. All sound system cabling.</li> </ol> <p>Provide music room sound system as follows:</p> <ol style="list-style-type: none"> <li>1. Main Loudspeakers: Quantity of (2) 200W, 2-way, 65 by 65 full range loudspeakers, polymeric housing.</li> <li>2. Equipment Cabinet MSSC No. 1: Portable equipment cabinet on casters to house the following:             <ol style="list-style-type: none"> <li>a. Main Amplifier: Provide quantity of (1) dual-channel, 275 W into 8 ohms, per channel.</li> <li>b. Audio Processor: Provide (1) 2-channel audio processor with feedback reduction.</li> <li>c. Graphic Equalizer: Provide quantity of (1).</li> <li>d. Wireless Microphone Receivers: Provide quantity of (1) with handheld and lapel microphones.</li> <li>e. CD Player: Provide quantity of (1).</li> <li>f. CD Recorder with MP3 Playback: Provide quantity of (1).</li> <li>g. All mounting hardware.</li> <li>h. Power strips.</li> </ol> </li> <li>3. Wired Microphones: Vocal Microphones: Quantity of (2). Suspend choir microphone. Quantity of (6).</li> <li>4. All sound system cabling.</li> </ol> <p>Provide testing and training.</p>
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**TECHNOLOGY  
SYSTEMS & EQUIPMENT**

<b>Central Sound and Program System</b>	Use	To provide two-way communication between indicated administrative areas and classrooms. To provide class bell changes. To provide all page. To provide emergency notifications.
	Product	Microprocessor-based, two-way intercom/paging/program base Central Sound and Program System Master Administration Console Miscellaneous program sources, microphone, speakers, weather radio, call-in switch, volume control, amplifiers, outdoor speakers
	Manufacturer	Bogen, Dukane, Rauland-Borg, Telecor, Valcom, SimplexGrinnell
	Notes	Provide speakers as outlined in the technology space requirements. Provide call-in switch as outlined in the technology space requirements. Provide hand sets as outlined in the technology space requirements (Administration Conference Room, Principal Office and Assistant Principal Office) Provide corridor speakers as outlined in the technology space requirements. Provide Central Sound and Program System cabinet in the Equipment Room. Provide the master administration console in the receptionist area. Provide testing and training.
<b>Clocks</b>	Use	To provide accurate time in the building.
	Product	Wireless master clock transceiver and antenna, GPS, 120 volts, 10/100/1000 Ethernet port Wireless repeaters Wireless analog secondary clocks Wireless digital secondary clocks
	Manufacturer	Bogen, Lathem, Primex, Sapling, Spectracom, Pyramid, American Time & Rauland
	Notes	Provide wireless master clock transceiver in the Equipment Room. Provide 1 wireless repeater in each Telecommunication Room, as needed for full coverage. Provide wireless secondary clocks, as outlined in the technology space requirements.
<b>Access Control System</b>	Use	To provide secure access to the building. To provide security protection after hours.
	Product	Door access control panel (Cisco product to be supplied by Owner) Door contacts Request for exit motion detectors at Code required exits, (push buttons at all other doors)

**TECHNOLOGY  
SYSTEMS & EQUIPMENT**

	Manufacturer	Cisco, RS2, Continental Access, Bosch Security Systems, DSX Access Systems, Galaxy Control Systems, IDenticard
	Notes	Owner to furnish and contractor to install 1 door access control panel above each door. Provide 1 proximity card reader at each entry/exit. Provide 2 door contacts at each double door. Provide 1 "request for exit" at each double door. Provide cabling as needed. Designer to coordinate with Door Hardware specifications. Interlock with the automatic door operator. (ADO) Provide testing and training.
<b>Video Surveillance System</b>		
	Use	To provide video recording of events during occupied and non-occupied time.
	Product	Indoor dome IP-based color cameras. Fixed focus, NTSC, 720p resolution, 30 fps progressive scan, POE IEEE 802.3af, 0.25 lux minimum illumination. Outdoor dome IP-based color cameras, fixed focus, NTSC 720p resolution, 30 fps progressive scan, POE IEEE 802.3 af, 0.25 LUX minimum illumination. 4 PR UTP cable Indoor housing Outdoor housing Licenses
	Manufacturer	Sony, Axis, Panasonic, Bosch, Pelco
	Notes	Provide cameras as outlined in the technology space requirements. All cameras must be compatible and integrate with Owner furnished Cisco Physical Security Video Surveillance Manager (VSM) 6.3 IP based surveillance system. Provide one 4PR UTP to each camera Provide testing and training.

**\*Notes:**

**Technology Quality Assurance**

- a) All products shall be UL listed.
- b) All equipment shall comply with the latest edition of ANSI NFPA 70 National Electric Code.
- c) All equipment shall comply with the latest BICSI Telecommunications Distribution Methods Manual (TDMM)
- d) All equipment shall comply with the latest ANSI-J-STD-607 Commercial Building Grounding.
- e) All equipment racks and cabinets shall comply with the latest ANSI/EIA-310 Cabinet and Associated Equipment Standards.
- f) All equipment shall comply with the latest ANSI TIA/EIA-568,569,606, 607, and 862 Standards.
- g) All cabling shall comply with the latest ANSI/ICEA S-98-688/S-99-689 twisted pair cable standard.
- h) All fiber optic cable shall comply with ANSI/TIA/EIA-492 AAAB standard.
- i) All network equipment shall meet the latest IEEE 802.xx standards.
- j) Sound System Engineering (Davis and Patronis)-3rd Edition 2006.

- k) Audio System Design and Installation (Giddings) 1990
- l) Federal Communications Commission Part 15
- m) Americans with Disabilities Act (ADA)
- n) Access control system shall comply with SIA DC-03 and SIA DC-07.
- o) Cameras shall meet ICES 003 and MPEG standard.
- p) Cameras shall meet IEEE 802-3af (POE) standards.

NEW ORLEANS SIGNATURE CENTER CAMPUS (DERHAM SITE)

# **Appendix A**

## **Derham Modular Program**

### Derham Modular Program Summary

Modules are based on typical exterior dimensions. A percentage of the gross square footage has been deducted for wall thickness to determine net square footage. This is an approximation, since the actual net square footage will vary depending on the way the modules are configured as they are connected.

	Approximate Net Square Feet
Core Academic Area	20,850
Special Education	1,090
Library/Media Center	1,470
Visual Arts	1,100
Music/Performing Arts	1,440
Welcome Center/Administration Space Requirements	720
Campus Support Space Requirements	720
Student Services Space Requirements	720
Food Service/Custodial Space Requirements	4,320
Restrooms (approx.)	1,400
Subtotal	33,830
Wall Thickness (15% of Net)	5,075
Corridors (20% of Net)	6,766
Total Gross Square Feet	45,671

Alternates:

Alternate 1 - PE Space	1,200
Alternate 2 - Exterior Corridors (square footage can be deleted from program if corridors are not conditioned space)	-6,766

Derham Modulares Program Requirements

Core Academic Area	Quantity	Approx. Net Square Feet	Total	Notes
Classroom	4	1,100	4,400	Restroom included
Classroom	19	750	14,250	
Science Lab	2	1,100	2,200	
<b>Subtotal</b>			<b>20,850</b>	

Special Education	Quantity	Approx. Net Square Feet	Total	
Special Education Classroom	1	750	750	
Restroom/Changing Room	1	160	160	Include washer/dryer
Speech/Itinerant Services Room	1	120	120	
Storage	1	60	60	
<b>Total</b>			<b>1,090</b>	

Library/Media Center	Quantity	Approx. Net Square Feet	Total	
Library/Media Center Main Room	1	1,100	1,100	
Office	1	120	120	
Workroom/Storage	1	150	150	
Main Wiring Room	1	100	100	
<b>Total</b>			<b>1,470</b>	

Derham Modulares Program Requirements

Visual Arts	Quantity	Approx. Net Square Feet	Total	
Art Classroom (could also be used for science)	1	1,100	1,100	2 sinks
<b>Total</b>			<b>1,100</b>	

Music/Performing Arts	Quantity	Approx. Net Square Feet	Total	
Music Room	1	1,100	1,100	
Music Storage	1	60	60	
Instrument Storage	1	150	150	
Uniform Storage/Chair Storage	1	130	130	Use portable uniform storage cabinets.
<b>Total</b>			<b>1,440</b>	

Derham Modulares Program Requirements

Welcome Center/ Administration	Quantity	Approx. Net Square Feet	Total	
Reception	1	120	120	
Staff Office	1	120	120	
Principal Office	1	160	160	Principal
Conference Room	1	200	200	
Mail Room	1	60	60	
Restroom	1	60	60	
<b>Total</b>			<b>720</b>	

Campus Support	Quantity	Approx. Net Square Feet	Total	
Workroom/Lounge	1	250	250	
Office	2	120	240	
Wiring Closet	1	50	50	
Restroom	2	60	120	
Custodial Closet	1	60	60	
<b>Total</b>			<b>720</b>	

Student Services	Quantity	Approx. Net Square Feet	Total	
Staff Office	3	120	360	Guidance counselors, itinerants, etc.
Records Room/Storage	1	120	120	
Health Room	1	120	120	Needs a sink and nearby restroom
Health Room Restroom	1	60	60	
Restroom	1	60	60	
<b>Total</b>			<b>720</b>	

Derham Modulars Program Requirements

Food Service/Custodial	Quantity	Approx. Net Square Feet	Total	
Food Preparation	1	400	400	Warming kitchen
Dry Storage	1	100	100	
Office	1	80	80	
Restroom/Lockers	1	80	80	
Custodial Closet	1	60	60	
Serving	1	450	450	
Student Dining	1	2,800	2,800	Approximately 200 seats
Maintenance/Custodial Storage	1	350	350	Combine with Food Service Preparation/Storage/Serving to create even number of modules.
<b>Total</b>			<b>4,320</b>	

Alternate Option	Quantity	Approx. Net Square Feet	Total	
PE Space	1	1,200	1,200	Connect with Student Dining. Provide heavy-duty folding partition to separate spaces when needed.
<b>Total</b>			<b>1,200</b>	

Derham Modulars Space Requirements Matrix

Legend: P=Primary Wall; O=Other Walls; EWB=Electronic Whiteboard; \*H=Intercom w/ handset; RW=Raceway; VCT=Vinyl Composition Tile; Epoxy=Epoxy paint on concrete; CT=Carpet; RW=Raceway; MP=Mop Sink; CER=Ceramic Tile; ACT=Acoustical Ceiling Tile; GYP=Gypsum Board  
Electronic Whiteboard (EWB) is Owner provided and installed. Space has to be provided between marker/tack boards on primary wall.  
Locate Data Drops on ceiling throughout the building for thorough wireless coverage.

Core Academic Area	Finishes			Openings			Classrooms														Technology			Office/Conference/Storage/Restroom								Sink	Casework	Notes							
							Primary Wall				Corridor Wall				Window Wall		Rear Wall							Ceiling	Wall 1		Wall 2		Wall 3		Wall 4										
	Floors	Base	Ceilings (Height)	Solid Door	Door w/ Lite	Windows	Marker	Tack	Data Drop	Elec	Marker	Tack	Data Drop	Elec	Elec	Data Drop	Marker	Tack	Data Drop	Elec	Data Drop	Intercom w/ call switch	Clock	EWB	Data Drop	Elec	Data Drop	Elec	Data Drop	Elec	Data Drop				Elec						
Classroom	VCT	Rubber	ACT (9'-0")		Y	EXT	4x4	4x4	3	3	4x8	(2) 4x4	RW/3	RW/3	RW/5	RW/5				3	1	Y	Y	Y																	
Restroom	CER	CER	GYP (9'-0")	Y		NONE																												1				1			Mirror above sink.
Classroom	VCT	Rubber	ACT (9'-0")		Y	EXT	4x4	4x4	3	3	4x8	(2) 4x4	RW/3	RW/3	RW/5	RW/5				3	1	Y	Y	Y																	
Science Lab	VCT	Rubber	ACT (9'-0")		Y	EXT	4x4	4x4	3	3			RW/6	RW/6	RW/6	RW/6	4x8	(2) 4x4		3	1	Y	Y	Y												7	Corridor Wall & Window Wall	Mobile demonstration table & mobile fume hood.			

Special Education	Finishes			Openings			Classrooms														Technology			Office/Conference/Storage/Restroom								Sink	Casework	Notes					
							Primary Wall				Corridor Wall				Window Wall		Rear Wall							Ceiling	Wall 1		Wall 2		Wall 3		Wall 4								
	Floors	Base	Ceilings (Height)	Solid Door	Door w/ Lite	Windows	Marker	Tack	Data Drop	Elec	Marker	Tack	Data Drop	Elec	Elec	Data Drop	Marker	Tack	Data Drop	Elec	Data Drop	Intercom w/ call switch	Clock	EWB	Data Drop	Elec	Data Drop	Elec	Data Drop	Elec	Data Drop				Elec				
Special Education Classroom	VCT	Rubber	ACT (9'-0")		Y	EXT	4x4	4x4	3	3	4x8	(2) 4x4	RW/3	RW/3	RW/5	RW/5				3	1	Y	Y	Y												2	Kitchenette	Include refrigerator with icemaker, sink & microwave in kitchenette.	
Restroom/ Changing Room	CER	CER	GYP (9'-0")	Y		NONE																Y				*		*		*	*			1			Mirror above sink. See room diagram for electrical requirements.		
Speech/Inherent Services Room	VCT	Rubber	ACT (9'-0")		Y	INT																Y	Y		1	1		1	1	1		1							
Storage	VCT	Rubber	ACT (9'-0")		Y	NONE																																	



Derham Modulars Space Requirements Matrix

Legend: P=Primary Wall; O=Other Walls; EWB=Electronic Whiteboard; \*H=Intercom w/ handset; RW=Raceway; VCT=Vinyl Composition Tile; Epoxy=Epoxy paint on concrete; CT=Carpet; RW=Raceway; MP=Mop Sink; CER=Ceramic Tile; ACT=Acoustical Ceiling Tile; GYP=Gypsum Board  
Electronic Whiteboard (EWB) is Owner provided and installed. Space has to be provided between marker/tack boards on primary wall.  
Locate Data Drops on ceiling throughout the building for thorough wireless coverage.

Welcome Center/ Administration	Finishes			Openings			Classrooms														Technology			Office/Conference/Storage/Restroom								Sink	Casework	Notes	
	Floors	Base	Ceilings (Height)	Solid Door	Door w/ Lite	Windows	Primary Wall				Corridor Wall				Window Wall		Rear Wall				Ceiling	Intercom w/ call switch	Clock	EWB	Wall 1		Wall 2		Wall 3		Wall 4				
							Marker	Tack	Data Drop	Elec	Marker	Tack	Data Drop	Elec	Elec	Data Drop	Marker	Tack	Data Drop	Elec					Data Drop	Elec	Data Drop	Elec	Data Drop	Elec					
Reception	CT	Rubber	ACT (9'-0")		Y	INT																*H	Y		Locate 6 data drops/duplex electrical outlets in floor at Reception Desk location.										
Staff Office	CT	Rubber	ACT (9'-0")		Y	INT																*H	Y		1	1	1	1	1	1		1			
Principal Office	CT	Rubber	ACT (9'-0")		Y	EXT/INT																*H	Y		1	1	1	1	1	1		1			
Conference Room	CT	Rubber	ACT (9'-0")		Y	INT																Y	Y	Y/ Mobile	1	1	1	1	1	1		1			
Mail Room	VCT	Rubber	ACT (9'-0")		Y	INT/NONE																Y	Y			1		1		1					Mailboxes with adjust. Shelving below.
Wiring Closet	VCT	Rubber	None	Y		NONE																													See Performance Standards for data and electrical requirements.
Restroom	CER	CER	GYP (9'-0")	Y		NONE																			1				1				1		Mirror above sink.

Derham Modulars Space Requirements Matrix

Legend: P=Primary Wall; O=Other Walls; EWB=Electronic Whiteboard; \*H=Intercom w/ handset; RW=Raceway; VCT=Vinyl Composition Tile; Epoxy=Epoxy paint on concrete; CT=Carpet; RW=Raceway; MP=Mop Sink; CER=Ceramic Tile; ACT=Acoustical Ceiling Tile; GYP=Gypsum Board  
Electronic Whiteboard (EWB) is Owner provided and installed. Space has to be provided between marker/tack boards on primary wall.  
Locate Data Drops on ceiling throughout the building for thorough wireless coverage.

Campus Support Building	Finishes			Openings			Classrooms														Technology			Office/Conference/Storage/Restroom								Sink	Casework	Notes		
							Primary Wall				Corridor Wall				Window Wall		Rear Wall							Ceiling		Wall 1		Wall 2		Wall 3					Wall 4	
	Floors	Base	Ceilings (Height)	Solid Door	Door w/ Lite	Windows	Marker	Tack	Data Drop	Elec	Marker	Tack	Data Drop	Elec	Elec	Data Drop	Marker	Tack	Data Drop	Elec	Data Drop	Intercom w/ call switch	Clock	EWB	Data Drop	Elec	Data Drop	Elec	Data Drop	Elec	Data Drop				Elec	
Workroom/ Lounge	CT	Rubber	ACT (9'-0")		Y	INT																Y	Y	Y/ Mobile	2	2	1	1	2	2	1	1	1	1	Kitchenette	Include refrigerator with icemaker, sink & microwave in kitchenette. Coordinate additional electrical requirements for copier, refrigerator, and microwave.
Office	CT	Rubber	ACT (9'-0")		Y	INT																See Note	Y		1	1	1	1	1	1		1		Intercom handset for Assistant Principal		
Wiring Closet	VCT	Rubber	None	Y		NONE																													See Performance Standards for data and electrical requirements.	
Restroom	CER	CER	ACT (9'-0")	Y		NONE																			1								1		Mirror above sink.	
Custodial Closet	Sealed concrete	Rubber	None		Y	NONE																			1								1 MP			

Derham Modulars Space Requirements Matrix

Legend: P=Primary Wall; O=Other Walls; EWB=Electronic Whiteboard; \*H=Intercom w/ handset; RW=Raceway; VCT=Vinyl Composition Tile; Epoxy=Epoxy paint on concrete; CT=Carpet; RW=Raceway; MP=Mop Sink; CER=Ceramic Tile; ACT=Acoustical Ceiling Tile; GYP=Gypsum Board  
Electronic Whiteboard (EWB) is Owner provided and installed. Space has to be provided between marker/tack boards on primary wall.  
Locate Data Drops on ceiling throughout the building for thorough wireless coverage.

Student Services	Finishes			Openings			Classrooms														Technology			Office/Conference/Storage/Restroom								Sink	Casework	Notes			
	Floors	Base	Ceilings (Height)	Solid Door	Door w/ Lite	Windows	Primary Wall				Corridor Wall				Window Wall		Rear Wall				Ceiling	Intercom w/ call switch	Clock	EWB	Wall 1		Wall 2		Wall 3		Wall 4						
							Marker	Tack	Data Drop	Elec	Marker	Tack	Data Drop	Elec	Elec	Data Drop	Marker	Tack	Data Drop	Elec					Data Drop	Data Drop	Elec	Data Drop	Elec	Data Drop	Elec						
Reception	CT	Rubber	ACT (9'-0")		Y	INT																*H	Y		Locate 6 data drops/duplex electrical outlets in floor at Reception Desk location.										Intercom handset for Principal		
Staff Office	CT	Rubber	ACT (9'-0")			INT																	Y			1	1	1	1	1	1		1				
Records Room/Storage	VCT	Rubber	ACT (9'-0")		Y	NONE																	Y			1	1	1	1	1	1		1				
Health Room	VCT	Rubber	ACT (9'-0")		Y	INT																	Y	Y		1	1	1	1	1	1		1	1		Wall & base cabinets with sink.	Privacy Curtain
Health Room Restroom	VCT	Rubber	ACT (9'-0")	Y		NONE																	Y				1				1					Mirror above sink.	
Wiring Closet	VCT	Rubber	None	Y		NONE																														See Performance Standards for data and electrical requirements.	
Restroom	VCT	Rubber	GYP (9'-0")	Y		NONE																Y				1				1			1			Mirror above sink.	

Derham Modularity Space Requirements Matrix

Legend: P=Primary Wall; O=Other Walls; EWB=Electronic Whiteboard; \*H=Intercom w/ handset; RW=Raceway; VCT=Vinyl Composition Tile; Epoxy=Epoxy paint on concrete; CT=Carpet; RW=Raceway; MP=Mop Sink; CER=Ceramic Tile; ACT=Acoustical Ceiling Tile; GYP=Gypsum Board  
Electronic Whiteboard (EWB) is Owner provided and installed. Space has to be provided between marker/tack boards on primary wall.  
Locate Data Drops on ceiling throughout the building for thorough wireless coverage.

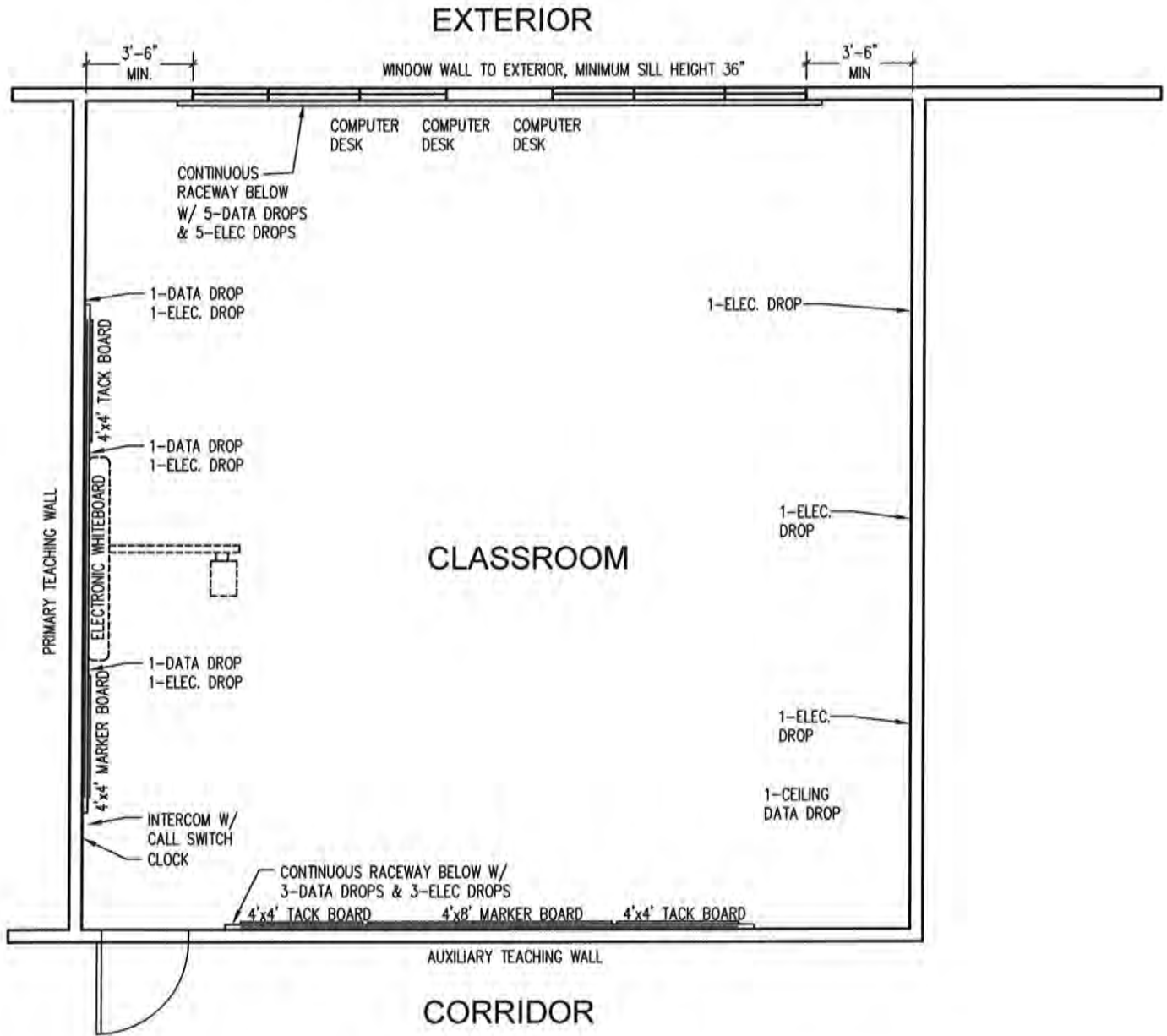
Food Service/Custodial	Finishes			Openings			Classrooms														Technology			Office/Conference/Storage/Restroom								Sink	Casework	Notes		
							Primary Wall				Corridor Wall				Window Wall		Rear Wall							Ceiling	Wall 1		Wall 2		Wall 3		Wall 4					
	Floors	Base	Ceilings (Height)	Solid Door	Door w/ Lite	Windows	Marker	Tack	Data Drop	Elec	Marker	Tack	Data Drop	Elec	Elec	Data Drop	Marker	Tack	Data Drop	Elec	Data Drop	Intercom w/ call switch	Clock	EWB	Data Drop	Elec	Data Drop	Elec	Data Drop	Elec	Data Drop				Elec	
Food Preparation	Epoxy	Epoxy	ACT (9'-0")		Y	NONE																Y	Y									2				
Dry Storage	Epoxy	Epoxy	ACT (9'-0")		Y	NONE																			1		1		1							
Office	Epoxy	Epoxy	ACT (9'-0")		Y	INT																	Y			1	1	1	1	1	1		1			
Restroom/ Lockers	Epoxy	Epoxy	ACT (9'-0")	Y		NONE																	Y				1						1		Mirror above sink.	
Custodial Closet	Epoxy	Epoxy	ACT (9'-0")		Y	NONE																			1				1				1 MP			
Serving	Epoxy	Epoxy	ACT (9'-0")		Y	NONE																See Note	Y			1		1		1		1	*		Provide a wall mounted handset. Provide floor outlets for serving equipment.	
Student Dining	VCT	Rubber	ACT (9'-0")		Y	EXT																Y - 2	Y		Provide duplex electrical outlets on room perimeter at 10' OC. Provide data drops on ceiling as needed for wireless access.								2		Locate intercom call switches with covers at exits.	
PE Space	VCT	Rubber	ACT (9'-0")		Y	EXT																Y - 2	Y		Provide duplex electrical outlets on room perimeter at 10' OC. Provide data drops on ceiling as needed for wireless access.										This area is an alternate. If it is provided, this space would connect with Student Dining and have the ability to be closed off from Dining with a heavy-duty folding wall	
Maintenance/ Custodial Storage	Sealed Conc.	Rubber	None		Y	INT																Y	Y		1	1		1	1	1		1		1 MP		



Other	Finishes			Openings			Classrooms														Technology			Office/Conference/Storage/Restroom								Sink	Casework	Notes													
							Primary Wall				Corridor Wall				Window Wall		Rear Wall							Ceiling	Wall 1		Wall 2		Wall 3		Wall 4																
	Floors	Base	Ceilings (Height)	Solid Door	Door w/ Lite	Windows	Marker	Tack	Data Drop	Elec	Marker	Tack	Data Drop	Elec	Elec	Data Drop	Marker	Tack	Data Drop	Elec	Data Drop	Intercom w/ call switch	Clock	EWB	Data Drop	Elec	Data Drop	Elec	Data Drop	Elec	Data Drop				Elec												
Group Restrooms	Epoxy	Epoxy	GYP (9'-0")	None	None	None																														Number of fixtures and sinks required by code. Mirrors above sinks.											
Corridors	VCT	Rubber	ACT (10'-0")				Corridors serving more than 2 classrooms but less than 8: 8'-0" wide; Corridors serving more than 8 classrooms: 9'-0" wide; Major corridors: 10'-0" wide																																								

# **Appendix B**

## **Conceptual Room Layouts**

# CONCEPTUAL CORE ACADEMIC AREA- 1ST THROUGH 8TH GRADE CLASSROOM

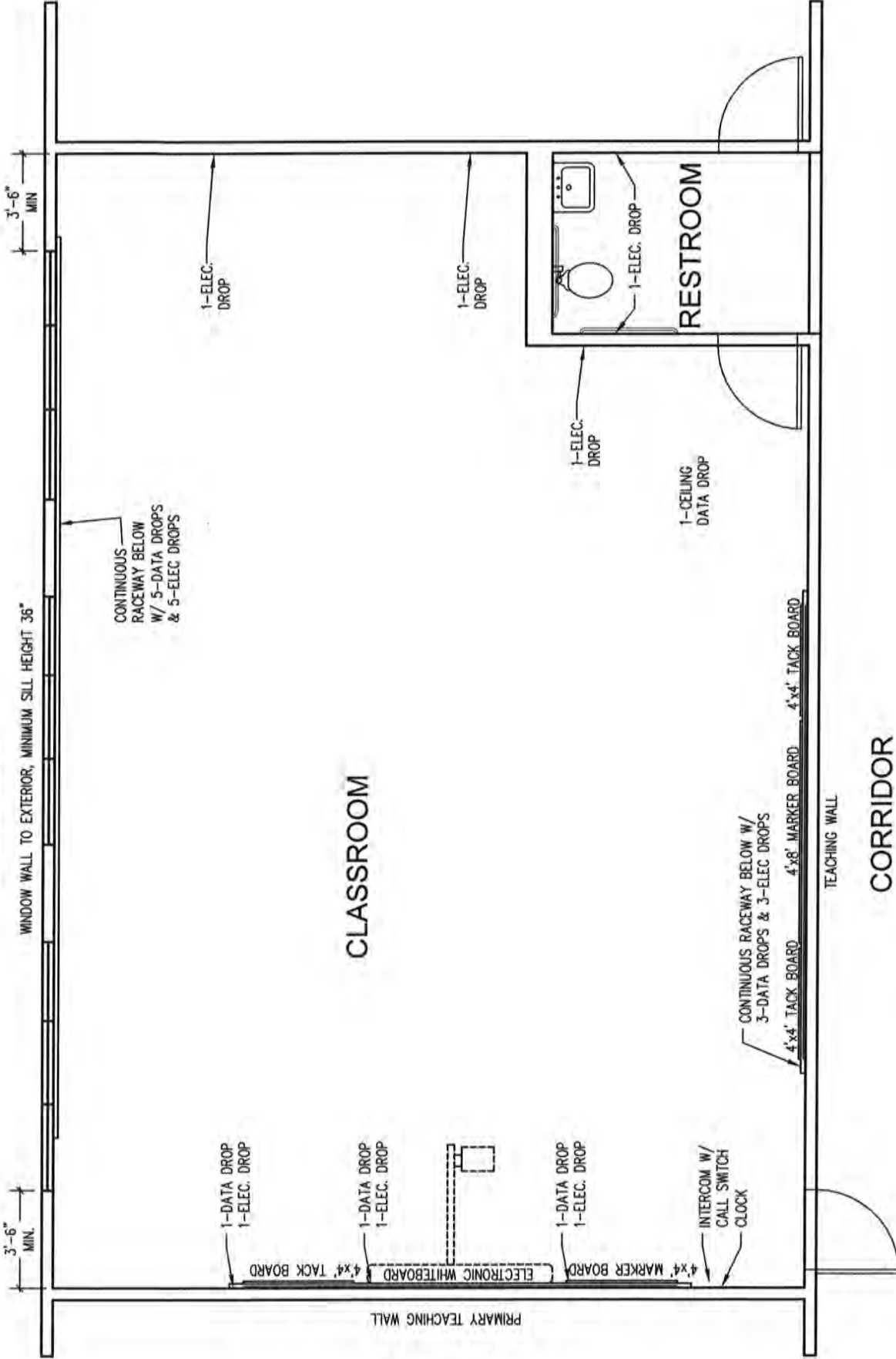


-  **EQUIPMENT - OWNER FURNISHED, CONTRACTOR INSTALLED**
-  **EQUIPMENT - CONTRACTOR FURNISHED, CONTRACTOR INSTALLED**

## CONCEPTUAL CLASSROOM

NOT TO SCALE  
6/5/2012

EXTERIOR



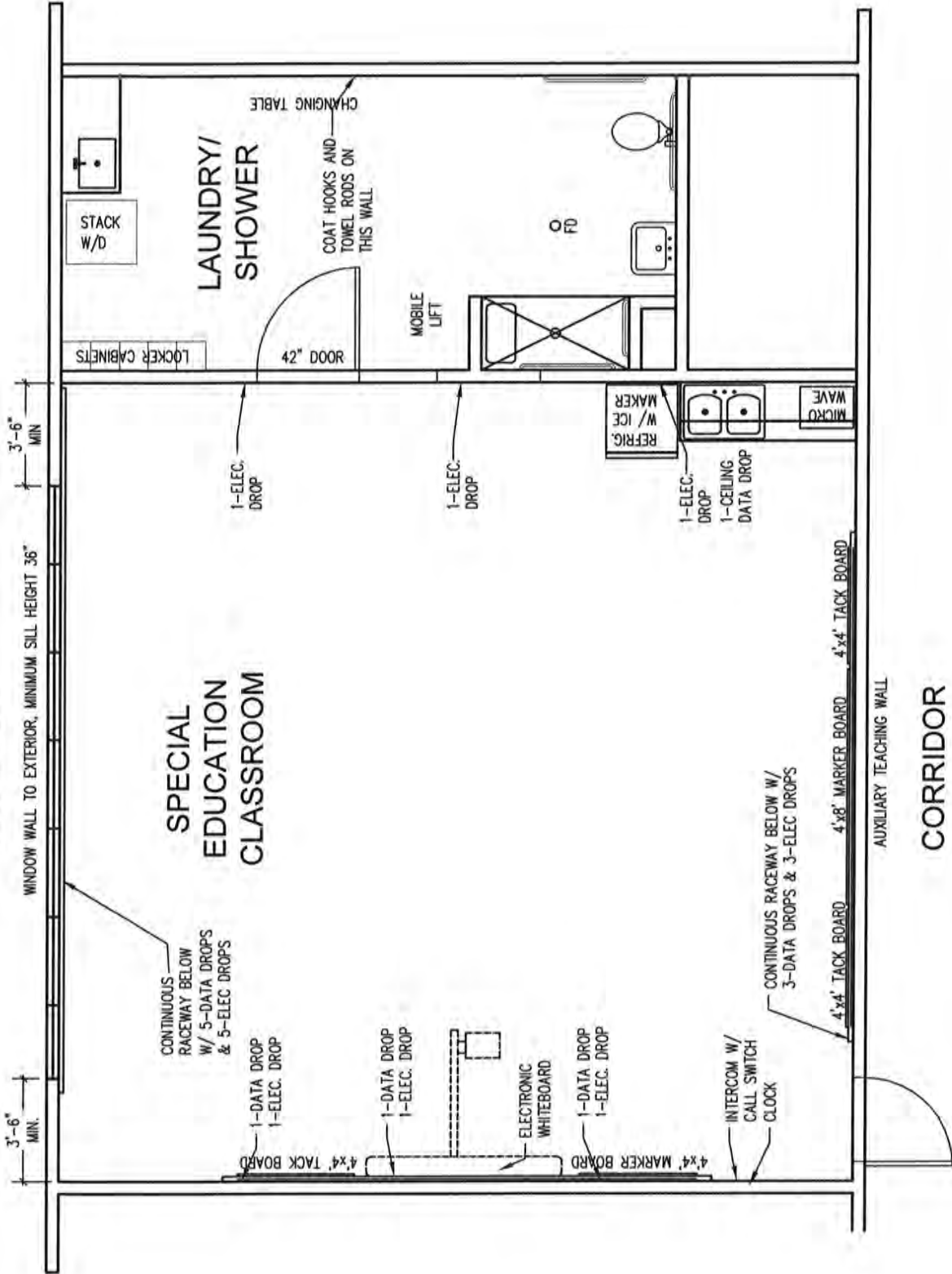
CONCEPTUAL CORE ACADEMIC AREA-  
PRE-K/KINDERGARTEN CLASSROOM

- EQUIPMENT - OWNER FURNISHED, CONTRACTOR INSTALLED
- EQUIPMENT - CONTRACTOR FURNISHED, CONTRACTOR INSTALLED

CONCEPTUAL PRE-K/KINDERGARTEN CLASSROOM

NOT TO SCALE  
06/5/2012

EXTERIOR

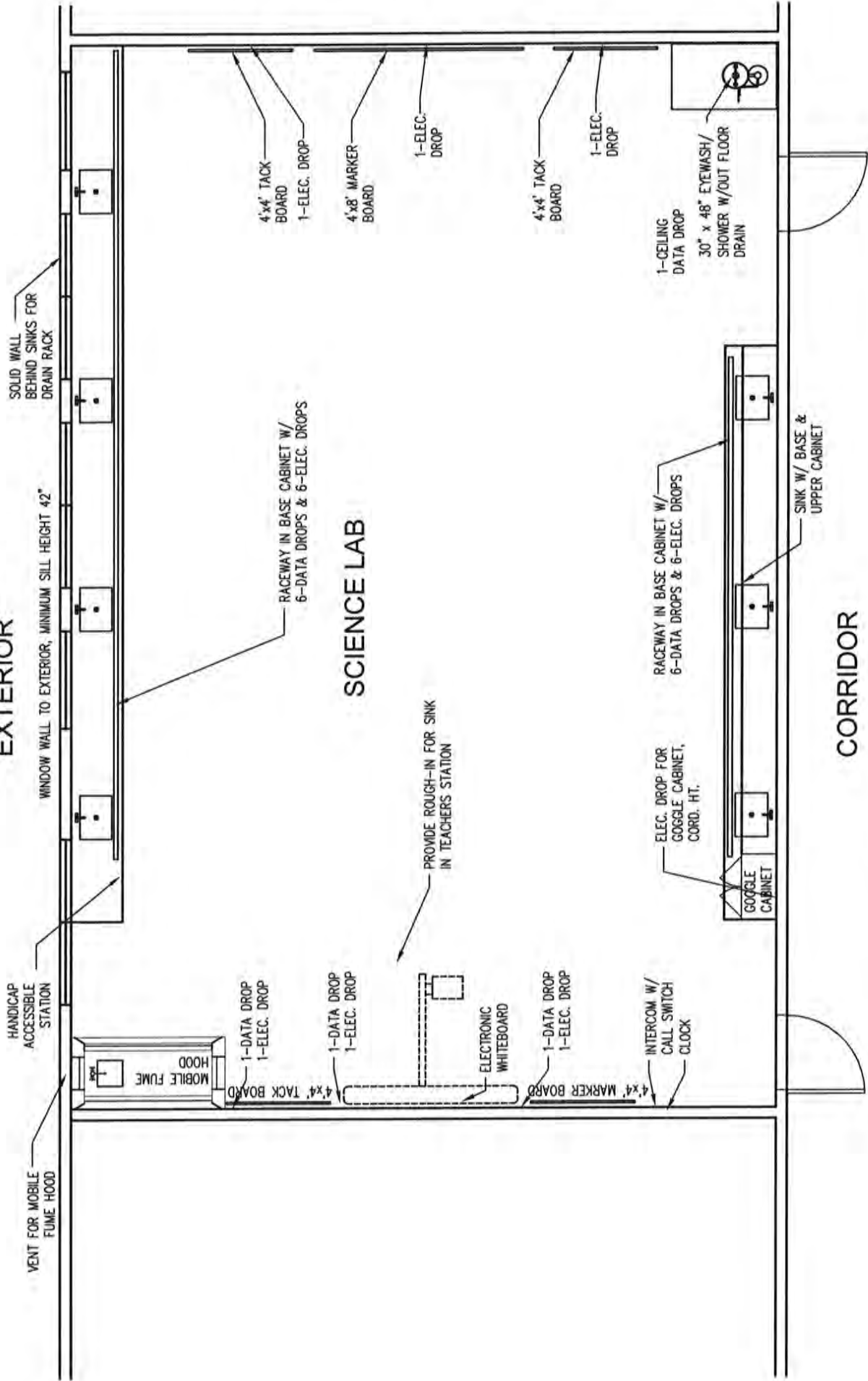


- EQUIPMENT - OWNER FURNISHED, CONTRACTOR INSTALLED
- EQUIPMENT - CONTRACTOR FURNISHED, CONTRACTOR INSTALLED

CONCEPTUAL SPECIAL ED. CLASSROOM

NOT TO SCALE  
06/5/2012

EXTERIOR

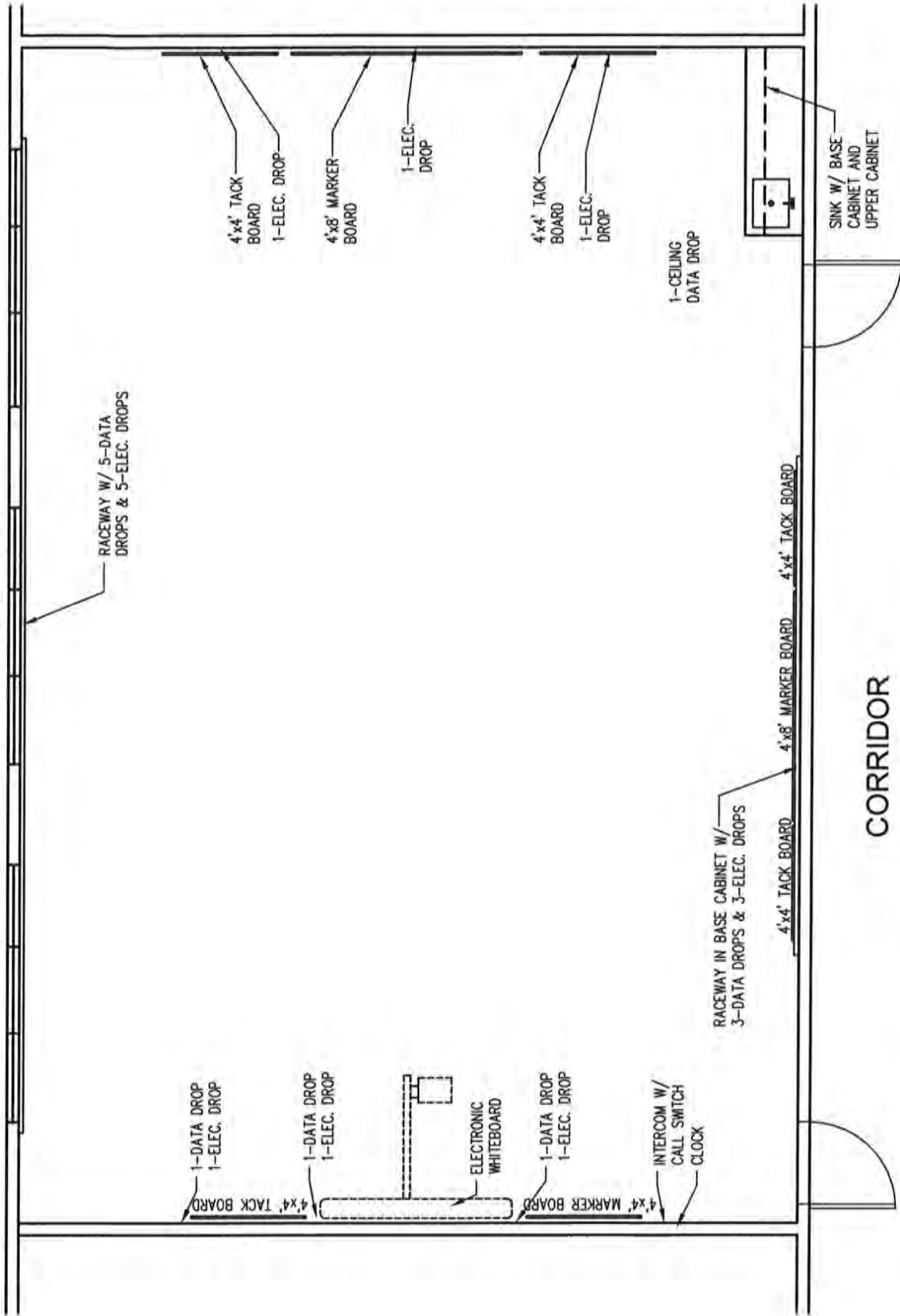


CONCEPTUAL SCIENCE LAB

NOT TO SCALE  
06/5/2012

# EXTERIOR

WINDOW WALL TO EXTERIOR, MINIMUM SILL HEIGHT 36"



# CORRIDOR

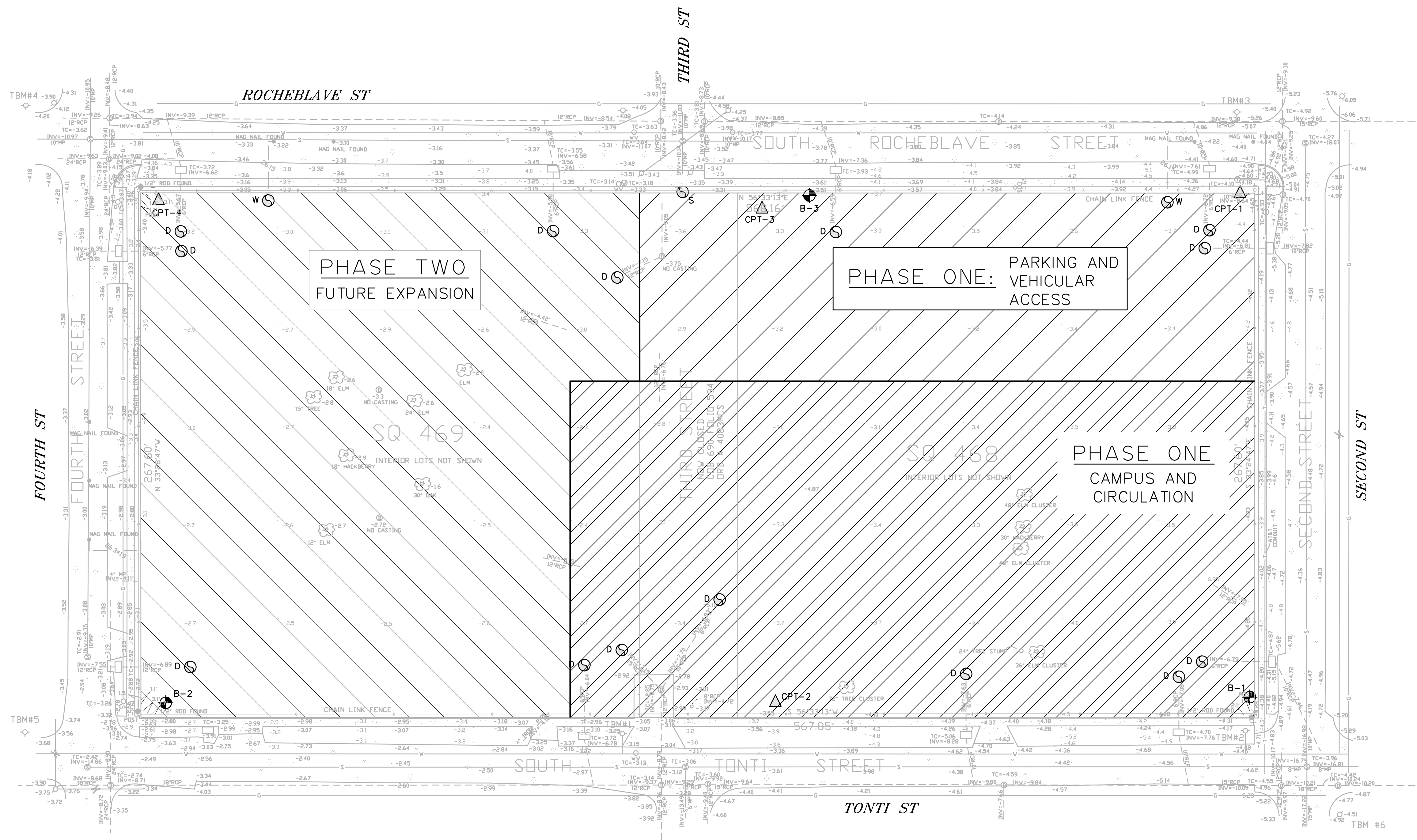
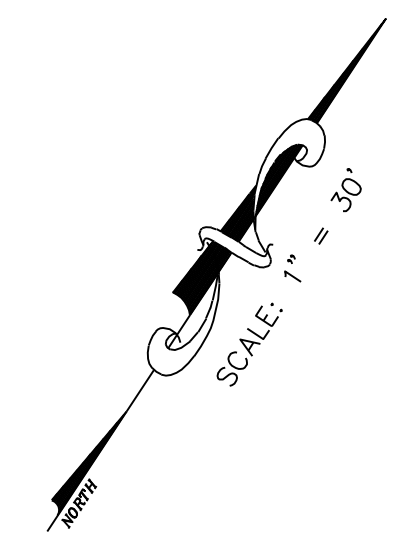
- EQUIPMENT - OWNER FURNISHED, CONTRACTOR INSTALLED
- EQUIPMENT - CONTRACTOR FURNISHED, CONTRACTOR INSTALLED

# CONCEPTUAL ART CLASSROOM

NOT TO SCALE  
06/5/2012

# **Appendix C**

## **Site Layout Diagrams**



**NOTES:**

1. PROVIDE SETBACKS AS REQUIRED BY CODES.
2. PROVIDE CAMPUS AS PER PROGRAM REQUIREMENTS IN ALLOTTED AREA.
3. PROVIDE A MINIMUM OF 50 PARKING SPACES AND CIRCULATION AS REQUIRED IN ALLOTTED AREA.
4. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES OF THE CITY OF NEW ORLEANS AND ALL GOVERNING ENTITIES, AND OBTAIN ALL REQUIRED PERMITS.

THIS PROPERTY IS LOCATED IN FIA FLOOD ZONE A8  
 BASE FLOOD ELEVATION = 1.5 NAVD  
 COMMUNITY NUMBER 225203, PANEL 0160E, DATED MARCH 1, 1984.  
 ADVISORY BASE FLOOD ELEVATIONS ALSO REQUIRES MINIMUM  
 ELEVATION OF 3' ABOVE HIGHEST ADJACENT CURB.

ALL ELEVATIONS ARE IN FEET NAVD88 (2006.81)  
 BASED ON GPS OBSERVATIONS GEIOD09

TBM #1: THE LETTERS PENN ON THE FIRE HYDRANT AT THE CORNER  
 OF 3RD STREET AND S. TONTI STREET.  
 ELEVATION = -1.22 NAVD88

TBM #2: THE LETTERS NY ON THE FIRE HYDRANT AT THE CORNER  
 OF 2ND STREET AND S. TONTI STREET.  
 ELEVATION = -2.32 NAVD88

TBM #3: THE LETTERS NY ON THE FIRE HYDRANT AT THE CORNER  
 OF 2ND STREET AND S. ROCHEBLAVE STREET.  
 ELEVATION = -2.17 NAVD88

TBM #4: THE LETTER PENN ON THE FIRE HYDRANT AT THE CORNER  
 OF 4TH STREET AND S. ROCHEBLAVE STREET  
 ELEVATION = -1.16 NAVD88

TBM #5: THE LETTERS PENN ON THE FIRE HYDRANT AT THE CORNER  
 OF 4TH STREET AND S. TONTI STREET.  
 ELEVATION = -1.13 NAVD88

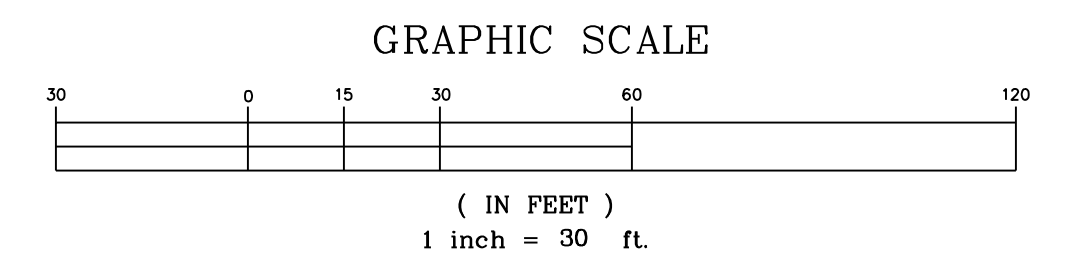
TBM #6: A 60d NAIL SET IN A POWER POLE AT THE SOUTH EAST  
 CORNER OF SECOND STREET AND S. TONTI STREET.  
 ELEVATION = 1.50 NAVD88

**LEGEND**

- SOIL BORING LOCATION
- CONE PENETROMETER TEST LOCATION
- POSSIBLE SANITARY SEWER SERVICE TIE-IN LOCATION
- POSSIBLE WATER SERVICE TIE-IN LOCATION
- POSSIBLE STORM SERVICE TIE-IN LOCATION

NOTE: SEE SURVEY FOR ADDITIONAL LEGEND AND NOTES

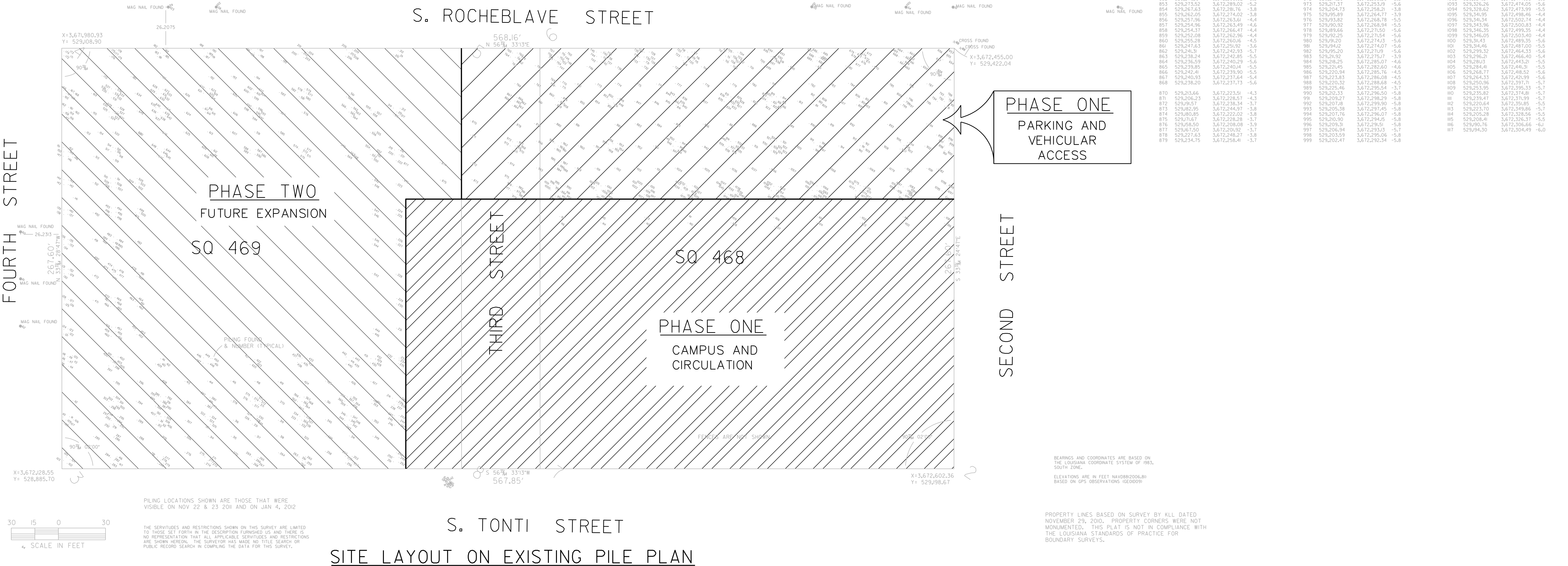
**SITE LAYOUT ON EXISTING PROPERTY SURVEY**



SQUARE 468 & 469  
FOURTH DISTRICT  
NEW ORLEANS  
ORLEANS PARISH, LA

TABLE OF EXISTING  
PILE LOCATIONS

#	NORTHERN	EASTERN	ELEV	#	NORTHERN	EASTERN	ELEV	#	NORTHERN	EASTERN	ELEV	#	NORTHERN	EASTERN	ELEV	#	NORTHERN	EASTERN	ELEV
02	528,800.29	1,672,091.36	-4.0	161	529,078.31	1,672,002.42	-6.2	317	528,995.78	1,672,257.42	-3.1	663	529,354.31	1,672,225.42	-4.2	959	529,020.00	1,672,302.52	-5.6
03	528,800.65	1,672,091.36	-4.1	162	529,078.31	1,672,002.42	-6.2	318	528,995.78	1,672,257.42	-3.1	664	529,354.31	1,672,225.42	-4.2	960	529,020.00	1,672,302.52	-5.6
04	528,801.01	1,672,091.36	-4.2	163	529,078.31	1,672,002.42	-6.2	319	528,995.78	1,672,257.42	-3.1	665	529,354.31	1,672,225.42	-4.2	961	529,020.00	1,672,302.52	-5.6
05	528,801.37	1,672,091.36	-4.3	164	529,078.31	1,672,002.42	-6.2	320	528,995.78	1,672,257.42	-3.1	666	529,354.31	1,672,225.42	-4.2	962	529,020.00	1,672,302.52	-5.6
06	528,801.73	1,672,091.36	-4.4	165	529,078.31	1,672,002.42	-6.2	321	528,995.78	1,672,257.42	-3.1	667	529,354.31	1,672,225.42	-4.2	963	529,020.00	1,672,302.52	-5.6
07	528,802.09	1,672,091.36	-4.5	166	529,078.31	1,672,002.42	-6.2	322	528,995.78	1,672,257.42	-3.1	668	529,354.31	1,672,225.42	-4.2	964	529,020.00	1,672,302.52	-5.6
08	528,802.45	1,672,091.36	-4.6	167	529,078.31	1,672,002.42	-6.2	323	528,995.78	1,672,257.42	-3.1	669	529,354.31	1,672,225.42	-4.2	965	529,020.00	1,672,302.52	-5.6
09	528,802.81	1,672,091.36	-4.7	168	529,078.31	1,672,002.42	-6.2	324	528,995.78	1,672,257.42	-3.1	670	529,354.31	1,672,225.42	-4.2	966	529,020.00	1,672,302.52	-5.6
10	528,803.17	1,672,091.36	-4.8	169	529,078.31	1,672,002.42	-6.2	325	528,995.78	1,672,257.42	-3.1	671	529,354.31	1,672,225.42	-4.2	967	529,020.00	1,672,302.52	-5.6
11	528,803.53	1,672,091.36	-4.9	170	529,078.31	1,672,002.42	-6.2	326	528,995.78	1,672,257.42	-3.1	672	529,354.31	1,672,225.42	-4.2	968	529,020.00	1,672,302.52	-5.6
12	528,803.89	1,672,091.36	-5.0	171	529,078.31	1,672,002.42	-6.2	327	528,995.78	1,672,257.42	-3.1	673	529,354.31	1,672,225.42	-4.2	969	529,020.00	1,672,302.52	-5.6
13	528,804.25	1,672,091.36	-5.1	172	529,078.31	1,672,002.42	-6.2	328	528,995.78	1,672,257.42	-3.1	674	529,354.31	1,672,225.42	-4.2	970	529,020.00	1,672,302.52	-5.6
14	528,804.61	1,672,091.36	-5.2	173	529,078.31	1,672,002.42	-6.2	329	528,995.78	1,672,257.42	-3.1	675	529,354.31	1,672,225.42	-4.2	971	529,020.00	1,672,302.52	-5.6
15	528,804.97	1,672,091.36	-5.3	174	529,078.31	1,672,002.42	-6.2	330	528,995.78	1,672,257.42	-3.1	676	529,354.31	1,672,225.42	-4.2	972	529,020.00	1,672,302.52	-5.6
16	528,805.33	1,672,091.36	-5.4	175	529,078.31	1,672,002.42	-6.2	331	528,995.78	1,672,257.42	-3.1	677	529,354.31	1,672,225.42	-4.2	973	529,020.00	1,672,302.52	-5.6
17	528,805.69	1,672,091.36	-5.5	176	529,078.31	1,672,002.42	-6.2	332	528,995.78	1,672,257.42	-3.1	678	529,354.31	1,672,225.42	-4.2	974	529,020.00	1,672,302.52	-5.6
18	528,806.05	1,672,091.36	-5.6	177	529,078.31	1,672,002.42	-6.2	333	528,995.78	1,672,257.42	-3.1	679	529,354.31	1,672,225.42	-4.2	975	529,020.00	1,672,302.52	-5.6
19	528,806.41	1,672,091.36	-5.7	178	529,078.31	1,672,002.42	-6.2	334	528,995.78	1,672,257.42	-3.1	680	529,354.31	1,672,225.42	-4.2	976	529,020.00	1,672,302.52	-5.6
20	528,806.77	1,672,091.36	-5.8	179	529,078.31	1,672,002.42	-6.2	335	528,995.78	1,672,257.42	-3.1	681	529,354.31	1,672,225.42	-4.2	977	529,020.00	1,672,302.52	-5.6
21	528,807.13	1,672,091.36	-5.9	180	529,078.31	1,672,002.42	-6.2	336	528,995.78	1,672,257.42	-3.1	682	529,354.31	1,672,225.42	-4.2	978	529,020.00	1,672,302.52	-5.6
22	528,807.49	1,672,091.36	-6.0	181	529,078.31	1,672,002.42	-6.2	337	528,995.78	1,672,257.42	-3.1	683	529,354.31	1,672,225.42	-4.2	979	529,020.00	1,672,302.52	-5.6
23	528,807.85	1,672,091.36	-6.1	182	529,078.31	1,672,002.42	-6.2	338	528,995.78	1,672,257.42	-3.1	684	529,354.31	1,672,225.42	-4.2	980	529,020.00	1,672,302.52	-5.6
24	528,808.21	1,672,091.36	-6.2	183	529,078.31	1,672,002.42	-6.2	339	528,995.78	1,672,257.42	-3.1	685	529,354.31	1,672,225.42	-4.2	981	529,020.00	1,672,302.52	-5.6
25	528,808.57	1,672,091.36	-6.3	184	529,078.31	1,672,002.42	-6.2	340	528,995.78	1,672,257.42	-3.1	686	529,354.31	1,672,225.42	-4.2	982	529,020.00	1,672,302.52	-5.6
26	528,808.93	1,672,091.36	-6.4	185	529,078.31	1,672,002.42	-6.2	341	528,995.78	1,672,257.42	-3.1	687	529,354.31	1,672,225.42	-4.2	983	529,020.00	1,672,302.52	-5.6
27	528,809.29	1,672,091.36	-6.5	186	529,078.31	1,672,002.42	-6.2	342	528,995.78	1,672,257.42	-3.1	688	529,354.31	1,672,225.42	-4.2	984	529,020.00	1,672,302.52	-5.6
28	528,809.65	1,672,091.36	-6.6	187	529,078.31	1,672,002.42	-6.2	343	528,995.78	1,672,257.42	-3.1	689	529,354.31	1,672,225.42	-4.2	985	529,020.00	1,672,302.52	-5.6
29	528,810.01	1,672,091.36	-6.7	188	529,078.31	1,672,002.42	-6.2	344	528,995.78	1,672,257.42	-3.1	690	529,354.31	1,672,225.42	-4.2	986	529,020.00	1,672,302.52	-5.6
30	528,810.37	1,672,091.36	-6.8	189	529,078.31	1,672,002.42	-6.2	345	528,995.78	1,672,257.42	-3.1	691	529,354.31	1,672,225.42	-4.2	987	529,020.00	1,672,302.52	-5.6
31	528,810.73	1,672,091.36	-6.9	190	529,078.31	1,672,002.42	-6.2	346	528,995.78	1,672,257.42	-3.1	692	529,354.31	1,672,225.42	-4.2	988	529,020.00	1,672,302.52	-5.6
32	528,811.09	1,672,091.36	-7.0	191	529,078.31	1,672,002.42	-6.2	347	528,995.78	1,672,257.42	-3.1	693	529,354.31	1,672,225.42	-4.2	989	529,020.00	1,672,302.52	-5.6
33	528,811.45	1,672,091.36	-7.1	192	529,078.31	1,672,002.42	-6.2	348	528,995.78	1,672,257.42	-3.1	694	529,354.31	1,672,225.42	-4.2	990	529,020.00	1,672,302.52	-5.6
34	528,811.81	1,672,091.36	-7.2	193	529,078.31	1,672,002.42	-6.2	349	528,995.78	1,672,257.42	-3.1	695	529,354.31	1,672,225.42	-4.2	991	529,020.00	1,672,302.52	-5.6
35	528,812.17	1,672,091.36	-7.3	194	529,078.31	1,672,002.42	-6.2	350	528,995.78	1,672,257.42	-3.1	696	529,354.31	1,672,225.42	-4.2	992	529,020.00	1,672,302.52	-5.6
36	528,812.53	1,672,091.36	-7.4	195	529,078.31	1,672,002.42	-6.2	351	528,995.78	1,672,257.42	-3.1	697	529,354.31	1,672,225.42	-4.2	993	529,020.00	1,672,302.52	-5.6
37	528,812.89	1,672,091.36	-7.5	196	529,078.31	1,672,002.42	-6.2	352	528,995.78	1,672,257.42	-3.1	698	529,354.31	1,672,225.42	-4.2	994	529,020.00	1,672,302.52	-5.6
38	528,813.25	1,672,091.36	-7.6	197	529,078.31	1,672,002.42	-6.2	353	528,995.78	1,672,257.42	-3.1	699	529,354.31	1,672,225.42	-4.2	995	529,020.00	1,672,302.52	-5.6
39	528,813.61	1,672,091.36	-7.7	198	529,078.31	1,672,002.42	-6.2	354	528,995.78	1,672,257.42	-3.1	700	529,354.31	1,672,225.42	-4.2	996	529,020.00	1,672,302.52	-5.6
40	528,813.97	1,672,091.36	-7.8	199	529,078.31	1,672,002.42	-6.2	355	528,995.78	1,672,257.42	-3.1	701	529,354.31	1,672,225.42	-4.2	997	529,020.00	1,672,302.52	-5.6
41	528,814.33	1,672,091.36	-7.9	200	529,078.31	1,672,002.42	-6.2	356	528,995.78	1,672,257.42	-3.1	702	529,354.31	1,672,225.42	-4.2	998	529,020.00	1,672,302.52	-5.6
42	528,814.69	1,672,091.36	-8.0	201	529,078.31	1,672,002.42	-6.2	357	528,995.78	1,672,257.42	-3.1	703	529,354.31	1,672,225.42	-4.2	999	529,020.00	1,672,302.52	-5.6
43	528,815.05	1,672,091.36	-8.1	202	529,078.31	1,672,002.42	-6.2	358	528,995.78	1,672,257.42	-3.1	704	529,354.31	1,672,225.42	-4.2	1000	529,020.00	1,672,302.52	-5.6



PHASE ONE  
PARKING AND  
VEHICULAR  
ACCESS

PHASE ONE  
CAMPUS AND  
CIRCULATION

S. ROCHEBLAVE STREET

S. TONTI STREET

SITE LAYOUT ON EXISTING PILE PLAN

PLING LOCATIONS SHOWN ARE THOSE THAT WERE  
VISIBLE ON NOV 22 & 23 2001 AND ON JAN 4, 2002

THE SERVICES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED  
TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS  
NO REPRESENTATION THAT ALL APPLICABLE SERVICES AND RESTRICTIONS  
SHOWN HEREON. THE SURVEYOR HAS MADE NO SEARCH FOR  
PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

SCALE IN FEET

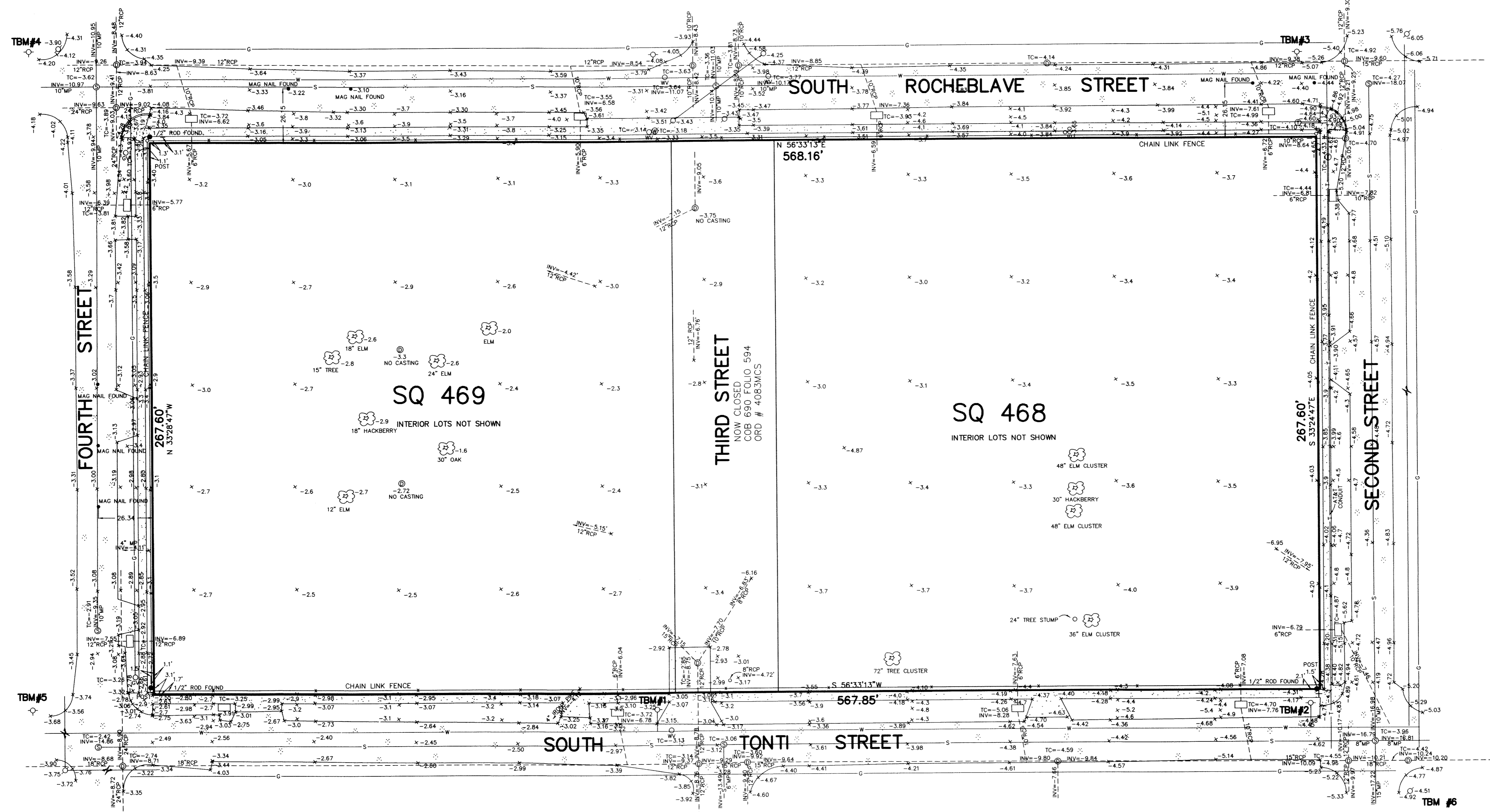
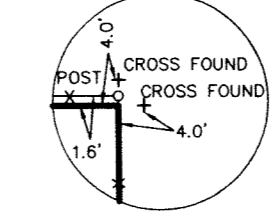
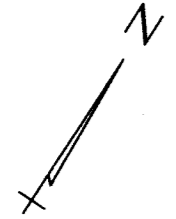
PROPERTY LINES BASED ON SURVEY BY KLL DATED  
NOVEMBER 29, 2001. PROPERTY CORNERS WERE NOT  
MONUMENTED. THIS PLAN IS NOT IN COMPLIANCE WITH  
THE LOUISIANA STANDARDS OF PRACTICE FOR  
BOUNDARY SURVEYS.



# **Appendix D**

## **Site Survey**

SQUARE 468 & 469  
FOURTH DISTRICT  
NEW ORLEANS  
ORLEANS PARISH, LA



THIS PROPERTY IS LOCATED IN FIA FLOOD ZONE AB  
BASE FLOOD ELEVATION = 1.5 NAVD88  
COMMUNITY NUMBER 225203, PANEL 0160E, DATED MARCH 1, 1984.  
ADVISORY BASE FLOOD ELEVATIONS ALSO REQUIRES MINIMUM  
ELEVATION OF 3' ABOVE HIGHEST ADJACENT CURB.

ALL ELEVATIONS ARE IN FEET NAVD88 (2006.81)  
BASED ON GPS OBSERVATIONS GEOID09

TBM #1: THE LETTERS PENN ON THE FIRE HYDRANT AT THE CORNER  
OF 3RD STREET AND S. TONTI STREET.  
ELEVATION = -1.22 NAVD88

TBM #2: THE LETTERS NY ON THE FIRE HYDRANT AT THE CORNER  
OF 2ND STREET AND S. TONTI STREET.  
ELEVATION = -2.32 NAVD88

TBM #3: THE LETTERS NY ON THE FIRE HYDRANT AT THE CORNER  
OF 2ND STREET AND S. ROCHEBLAVE STREET.  
ELEVATION = -2.17 NAVD88

TBM #4: THE LETTER PENN ON THE FIRE HYDRANT AT THE CORNER  
OF 4TH STREET AND S. ROCHEBLAVE STREET  
ELEVATION = -1.16 NAVD88

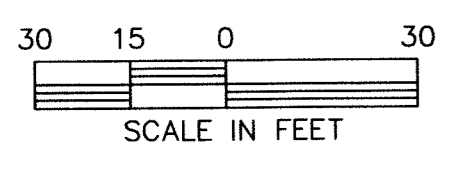
TBM #5: THE LETTERS PENN ON THE FIRE HYDRANT AT THE CORNER  
OF 4TH STREET AND S. TONTI STREET.  
ELEVATION = -1.13 NAVD88

TBM #6: A 60d NAIL SET IN A POWER POLE AT THE SOUTH EAST  
CORNER OF SECOND STREET AND S. TONTI STREET.  
ELEVATION = 1.50 NAVD88

- LEGEND**
- S — SEWER LINE
  - W — WATER LINE
  - G — GAS LINE
  - O — OVERHEAD UTILITY LINES
  - ⊗ GAS METER
  - ⊗ GAS VALVE
  - ⊗ WATER METER
  - ⊗ WATER VALVE
  - ⊗ FIRE HYDRANT
  - ⊗ DRAIN CLEANOUT
  - ⊗ SEWER CLEANOUT
  - ⊗ POWER POLE
  - ⊗ ANCHOR
  - ⊗ LIGHT POLE

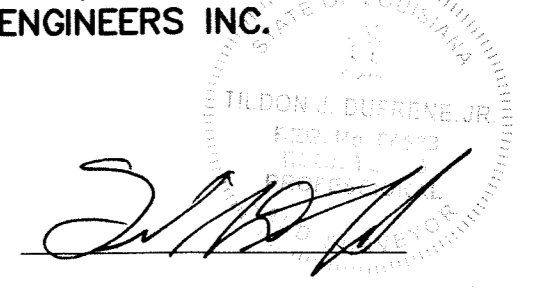
The locations of underground and other nonvisible utilities shown hereon have been determined from data either furnished by the agencies controlling such data and/or extracted from records made available to us by the agencies controlling such records. Where found, the surface features of locations are shown. The actual nonvisible locations may vary from those shown hereon. Each agency should be contacted prior to any reliance upon the accuracy of such locations shown hereon, including prior to excavation and digging.

BEARINGS AND COORDINATES ARE BASED ON THE LOUISIANA COORDINATE SYSTEM OF 1983, SOUTH ZONE.  
INTERIOR LOT LINES ARE NOT SHOWN.



FEBRUARY 15, 2012  
TOPOGRAPHIC SURVEY MADE IN ACCORDANCE WITH THE LOUISIANA STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR A CLASS C SURVEY, MADE AT THE REQUEST OF EVANS-GRAVES ENGINEERS INC.

**DUFRENE SURVEYING & ENGINEERING INC.**  
1824 MANHATTAN BOULEVARD, HARVEY, LA 70058  
504-368-8390 PH.  
504-368-8394 FAX  
duf@dufrenesurveying.com



**DEPARTMENT OF SAFETY & PERMITS  
CITY OF NEW ORLEANS**

PERMIT NO: \_\_\_\_\_ DATE: February 15, 2012

DISTRICT: FOURTH SQUARE: 468 & 469 LOTS: \_\_\_\_\_

SUBDIVISION: FOURTH DISTRICT ADDRESS: \_\_\_\_\_

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM INDEX	FIRM ZONE	BASE FLOOD ELEVATION (IN AO ZONE - USE DEPTH)
225203	160	E	3/1/1984	A8	1.5

MINIMUM FLOOR ELEVATION: \_\_\_\_\_

\_\_\_\_\_ C.D. \_\_\_\_\_ N.A.V.D.

FOR V- ZONES ONLY:

\_\_\_\_\_ C.D. \_\_\_\_\_ N.A.V.D.

(ELEVATION OF BOTTOM OF LOWEST HORIZONTAL STRUCTURAL MEMBER)

IN ADDITION TO THE FEMA ELEVATIONS, THE FOLLOWING CONDITIONS MUST ALSO BE MET:

- A. TOP OF SLABS ON GRADE OR FILL SHALL BE AT LEAST 36" ABOVE THE HIGHEST POINT OF CURB IN FRONT OF THE LOT OR SITE
- B. PIER CONSTRUCTION: TOP OF PIERS (UNDERSIDE OF SILLS) MUST HAVE AT LEAST 18" CLEARANCE BENEATH THE STRUCTURE IN ADDITION, THE LOWEST FLOOR MUST BE AT LEAST 36" ABOVE THE HIGHEST POINT OF CURB IN FRONT OF THE LOT OR SITE (IF NO CURB, USE CENTERLINE OF STREET)
- C. SLABS SUPPORTING MECHANICAL OR PLUMBING EQUIPMENT MUST BE LOCATED AT THE REQUIRED FLOOR ELEVATION.
- D. SLABS FOR ATTACHED GARAGES MUST BE AT THE REQUIRED FLOOR ELEVATION OR BE CONSTRUCTED OR WATERPROOF MATERIALS WITH PROPER VENTING IN 2 WALLS.
- E. DETACHED GARAGES WITH PLUMBING MUST BE AT THE REQUIRED FLOOR ELEVATION
- F. CONSTRUCTION BENCHMARK MUST BE SET AT REQUIRED MINIMUM FLOOR ELEVATION OR GREATER (ADD 1 FOOT FOR V ZONES)

APPROVED FOR CITY BY: \_\_\_\_\_

**1**

**CERTIFICATE OF CONSTRUCTION BENCHMARK**

EXISTING TOP OF HIGHEST CURB ELEVATION	<u>17.7</u>	C.D.	<u>-2.7</u>	N.A.V.D.
EXISTING TOP OF HIGHEST CENTERLINE OF STREET	<u>18.0</u>	C.D.	<u>-2.4</u>	N.A.V.D.
FRONT (RIGHT)	<u>16.1</u>	C.D.	<u>-4.3</u>	N.A.V.D.
FRONT (LEFT)			<u>17.8</u>	C.D.
REAR (RIGHT)	<u>15.7</u>	C.D.	<u>-4.7</u>	N.A.V.D.
REAR (LEFT)			<u>17.0</u>	C.D.
OTHER		C.D.		N.A.V.D.

DESCRIBE  
DESCRIPTION OF CONSTRUCTION BENCHMARK: 60d NAIL SET IN PP AT THE SE CORNER OF S. TONTI STREET AND SECOND STREET.

ELEVATION OF CONSTRUCTION BENCHMARK: 21.9 C.D. 1.5 N.A.V.D. (SEE NOTE F)

REFERENCE BENCHMARK USED TO ESTABLISH CONSTRUCTION BENCHMARK: GPS OBSERVATIONS GEOID09

ELEVATION OF REFERENCE BENCHMARK: \_\_\_\_\_ C.D. \_\_\_\_\_ N.A.V.D.88 (2006.81)

SIGNATURE: [Signature] DATE: 2/15/12

(LA. REGISTERED PROFESSIONAL LAND SURVEYOR OR CIVIL ENGINEER) (SEAL)



**2**

**CERTIFICATE OF TOP OF FORM OR TOP OF PIER ELEVATION**

(To be submitted before pouring concrete for slab construction or framing floor for pier construction)

AS BUILT ELEVATIONS: FORM \_\_\_\_\_ C.D. \_\_\_\_\_ N.A.V.D.  
PIER \_\_\_\_\_ C.D. \_\_\_\_\_ N.A.V.D.

**PIER CONSTRUCTION**

ALL FRAMING MATERIALS BELOW THE MINIMUM FLOOR ELEVATION (B.F.E) MUST BE TREATED FOR WATERPROOFING AND THE FIRST FLOOR MUST BE AT OR ABOVE THE MINIMUM FLOOR ELEVATION (B.F.E.)

**V ZONES ONLY**

BOTTOM OF LOWEST HORIZONTAL STRUCTURAL MEMBER \_\_\_\_\_ C.D. \_\_\_\_\_ N.A.V.D.  
(Must be submitted before framing begins)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ (SEAL)  
(LA. REGISTERED PROFESSIONAL LAND SURVEYOR OR CIVIL ENGINEER)

**3**

**FILLING, GRADING, DRAINAGE, SIDEWALK AND DRIVEWAY CERTIFICATE AND AFFIDAVIT**

(To be submitted before Use & Occupancy Certificate can be issued)

THIS WILL CONFIRM THAT ALL FILLING, GRADING, DRAINAGE, SIDEWALKS AND DRIVEWAYS HAVE MET THE REQUIREMENTS OF THE APPLICABLE SECTIONS OF THE CODE OF THE CITY OF NEW ORLEANS.

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

APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_ OR \_\_\_\_\_ (NOTARY)

- IS LOT PROPERLY FILLED TO GRADE? \_\_\_\_\_ YES \_\_\_\_\_ NO  
(minimum lot slope, rear to front, 1 inch every 20 feet)
- ARE SIDEWALKS PROPERLY INSTALLED? \_\_\_\_\_ YES \_\_\_\_\_ NO
- ARE DRIVEWAYS PROPERLY INSTALLED? \_\_\_\_\_ YES \_\_\_\_\_ NO
- ARE RETAINING WALLS REQUIRED? \_\_\_\_\_ YES \_\_\_\_\_ NO
- if yes, then on which side(s) \_\_\_\_\_ RIGHT \_\_\_\_\_ LEFT \_\_\_\_\_ RIGHT
- ARE EQUIPMENT SLABS, SUCH AS A/C COMPRESSORS AT MINIMUM FLOOR ELEVATION? \_\_\_\_\_ YES \_\_\_\_\_ NO
- DO ATTACHED GARAGES IN A-ZONES, THAT ARE BELOW MINIMUM FLOOR ELEVATION, HAVE PROPER VENTING AND WATERPROOFING?  
\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ (SEAL)  
(LA. REGISTERED PROFESSIONAL CIVIL ENGINEER)

THE LATEST FEMA ELEVATION CERTIFICATE MUST ACCOMPANY PART 3 OF THIS FORM WHEN SUBMITTED TO THE DEPARTMENT OF SAFETY AND PERMITS.



# **Appendix E**

## **Geotechnical Information**



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GEOTECHNICAL INVESTIGATION  
LOUISIANA RECOVERY SCHOOL DISTRICT  
NEW ORLEANS HIGH SCHOOL SIGNATURE CENTER  
2600 SOUTH ROCHEBLAVE STREET  
NEW ORLEANS, LOUISIANA  
EUSTIS ENGINEERING PROJECT NO. 21541

FOR  
EVANS-GRAVES ENGINEERS, INC.  
METAIRIE, LOUISIANA

By  
Eustis Engineering Services, L.L.C.  
Metairie, Louisiana

---

7 MARCH 2012



## TABLE OF CONTENTS

	<u>PAGE</u>
INTRODUCTION . . . . .	1
SCOPE . . . . .	2
FIELD EXPLORATION . . . . .	3
General . . . . .	3
Undisturbed Borings . . . . .	4
Cone Penetrometer Tests . . . . .	4
LABORATORY TESTS . . . . .	5
DESCRIPTION OF SURFACE AND SUBSOIL CONDITIONS . . . . .	5
Ground Water . . . . .	6
FOUNDATION ANALYSIS . . . . .	6
Furnished Information . . . . .	6
Foundation Recommendations . . . . .	7
Site Preparation . . . . .	8
Areal Subsidence . . . . .	11
Deep Foundations . . . . .	11
Installation of Driven Piles . . . . .	15
Test Piles and Load Test . . . . .	16
Vibrations . . . . .	17
GEOTECHNICAL SERVICES DURING CONSTRUCTION . . . . .	17
FIGURES 1 AND 2	
APPENDICES I AND II	



GEOTECHNICAL INVESTIGATION  
LOUISIANA RECOVERY SCHOOL DISTRICT  
NEW ORLEANS HIGH SCHOOL SIGNATURE CENTER  
2600 SOUTH ROCHEBLAVE STREET  
NEW ORLEANS, LOUISIANA  
EUSTIS ENGINEERING PROJECT NO. 21541

INTRODUCTION

1. This report contains the results of a geotechnical investigation performed for the proposed modular classroom buildings for the New Orleans High School Signature Center located at 2600 South Rocheblave Street in New Orleans, Louisiana. This site was previously Derham Junior High School. The work was performed in general accordance with the scope of work outlined in Eustis Engineering Services, L.L.C.'s proposal dated 30 June 2011. Authorization to proceed with the investigation was given on 4 January 2012 by Mr. Stephen Lundgren representing Evans-Graves Engineers, Inc., the structural engineer for the project.
  
2. This report has been prepared in accordance with generally accepted geotechnical engineering practice for the exclusive use of Evans-Graves Engineers and the Louisiana Recovery School District for specific application to the subject site. In the event of any changes in the nature, design, or location of the proposed modular structures, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions of this report are modified and verified in writing. Should these data be used by anyone other than Evans-Graves Engineers and the Louisiana Recovery School District, the user should contact Eustis Engineering for interpretation of data and to secure other information which may be pertinent to the project.

3. The analyses and recommendations contained in this report are based, in part, on data obtained from the soil borings and cone penetrometer tests (CPTs). The individual logs of the borings and CPTs are considered representative of subsurface conditions at the locations of the borings and CPTs on the dates completed. No warranty is given that the logs of the borings and CPTs are representative of subsurface conditions at other locations or times. The nature and extent of variations in subsurface conditions between and away from the boring and CPT locations may not become evident until construction. If such variations then appear, it will be necessary to reevaluate the recommendations contained in this report.
4. Recommendations and conclusions contained in this report are to some degree subjective and should be used only for design purposes. This report should not be included in the contract plans and specifications. However, the results of the soil borings, laboratory tests, and CPTs contained in the Appendices of this report may be included in the plans and specifications.

#### SCOPE

5. The scope of the investigation initially included the drilling of two undisturbed sample type soil test borings and performance of four CPTs to evaluate subsoil conditions and stratification, and to obtain samples of the various strata encountered. Due to early refusal during performance of the CPTs, an additional undisturbed boring was drilled. Soil mechanics laboratory tests, performed on samples obtained from the undisturbed borings, were used to evaluate the physical properties of the various substrata. Based on the soil borings, laboratory tests, and CPTs, engineering analyses were made to determine recommendations regarding site preparation, site drainage, placement and compaction of fill, estimates of allowable vertical pile load capacities, and estimates of settlement.

6. The current scope does not include evaluation of a preload/surcharge program. Eustis Engineering may be retained to provide these services. A site grading plan and schedule duration along with a settlement tolerance would need to be provided for this evaluation.
7. Our scope of work does not include the investigation or detection of the presence of any biological pollutants in or around the subject site. The term "biological pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and the byproducts of any such biological organisms.

## FIELD EXPLORATION

### General

8. Existing site features were being demolished by Concrete Busters of Louisiana, Inc., at the time of our field operations. The boring and CPT locations were adjusted based on access. Three undisturbed sample type soil test borings were made at the site on 9 through 19 January 2012. The undisturbed borings were designated as B-1 through B-3. Four CPTs (CPT-1 through CPT-4) were performed by Eustis Engineering on 17 January 2012. The approximate locations of the borings and CPTs are shown on Figure 1. The locations were also recorded with a handheld GPS unit. These coordinates are shown on the logs. Borings 1 and 2 were drilled to depths of 60 and 80 feet, respectively, below the existing ground surface. Boring 3 was advanced to the 80-ft depth with samples being obtained below the 30-ft depth. The CPTs each refused at the approximate 29 to 31-ft depths below the existing ground surface in a dense sand deposit. Detailed descriptive logs of the borings and laboratory tests are shown in both tabular and graphical form in Appendix I. Logs of the CPTs are provided in Appendix II. Upon completion of drilling the borings and performing the CPTs, the holes were backfilled and sealed in accordance with current regulatory requirements.

## Undisturbed Borings

9. The undisturbed soil borings were made with a truck mounted rotary type drill rig. Undisturbed samples of cohesive or semi-cohesive subsoils were obtained at close intervals or changes in stratum using a 3-in. diameter thinwall Shelby tube sampler. The samples were immediately extruded from the sampler, inspected, and visually classified by Eustis Engineering's soil technician. Pocket penetrometer tests were performed on the soil samples to give a general indication of their shear strength or consistency. The results of these tests are shown on the boring logs under the column heading "PP". Representative samples were then promptly placed in moisture proof containers and sealed for preservation of their natural moisture content.
10. Samples of cohesionless soils were obtained during the performance of in situ Standard Penetration Tests. This test consists of driving a 2-in. diameter sampler 1 foot into the soil after first seating it 6 inches. A 140-lb weight dropped 30 inches is used to advance the sampler. The number of blows required to drive the sampler is indicative of the relative density of cohesionless soils and the consistency of cohesive soils. The samples were retained in moisture proof containers for preservation of their natural moisture content. The results of the Standard Penetration Tests are shown on the boring logs under the column heading "SPT."

## Cone Penetrometer Tests

11. The CPTs were performed using an electronic piezocone penetrometer having a 5-ton capacity. The CPTs were performed by Eustis Engineering using a 10-cm<sup>2</sup> cross-sectional area cone with a 60° apex angled tip and 150-cm<sup>2</sup> sleeve area. The penetrometer was hydraulically advanced into the ground at a rate of approximately 2 cm/sec from a track mounted unit. CPT parameters (tip resistance, friction resistance, and pore pressure) were recorded at 5-cm depth intervals. The results

of the CPTs were plotted graphically with depth. These plots provide the measured tip resistance ( $q_t$ ), sleeve friction ( $f_s$ ), and pore pressure ( $u_2$ ). Testing was performed in accordance with methods and procedures outlined in ASTM D 5778-07.

### LABORATORY TESTS

12. Soil mechanics laboratory tests, consisting of natural water content, unit weight, and unconfined compression shear (UC), were performed on undisturbed samples obtained from the borings. These tests aid in classification of the subsoils and give an indication of their relative compressibility. The results of these laboratory tests are summarized on the boring logs in Appendix I.

### DESCRIPTION OF SURFACE AND SUBSOIL CONDITIONS

13. Site Description. At the time of our field operations, the existing school was in the process of being demolished. The site is generally a level lot bordered by South Rocheblave Street to the north, Second Street to the east, South Tonti Street to the south, and Fourth Street to the west. This site is located to the west of where the I-10 meets the Pontchartrain Expressway in Orleans Parish, Louisiana.
14. Geology and Stratigraphy. Review of the logs of the borings and CPTs indicates the site is generally characterized by surficial fill and swamp/marsh deposits from the ground surface to a depth of approximately 10 to 12 feet. The fill consists of medium stiff to stiff brown and gray clay and silty clay with gravel, shell fragments, and shells. The swamp/marsh deposits are extremely soft to soft dark gray and gray clay and organic clay with wood and roots. Below these depths, deltaic plain deposits, consisting of very soft to soft gray clay, silty clay, and sandy clay, continue to the 27 to 33-ft depths below existing grade. An interbedded stratum of medium dense gray fine sand was encountered between the 23.5 and 27-ft depths in Boring 2. Below the deltaic plain deposits, very dense sand deposits were encountered and extend

to the approximate 43.5-ft depth below the existing ground surface. The CPTs achieved refusal in these sand deposits. Next in the stratigraphy, nearshore Gulf clay, silty clay, sandy clay, clayey sand, and fine sand deposits with shell fragments continue to an approximate depth of 73 to 74 feet below existing grades. Boring 1 was terminated at the 60-ft depth in these deposits. These recent Holocene deposits are underlain by the Pleistocene formation that extends to the final depths of Borings 2 and 3 at 80 feet below the ground surface. The Pleistocene soils are stiff to very stiff greenish-gray and gray clay and silty clay and loose gray clayey sand. A graphical representation of the stratigraphy can be found on the individual boring logs in Appendix I of this report.

### Ground Water

15. In order to determine the ground water conditions at the time of the field investigation, observations were made in an auger boring drilled approximately 40 feet west of Boring 1. The auger boring was drilled without the addition of water. Free water was initially encountered at a depth of 6.5 feet below the existing ground surface. After an observation period of 24 hours, free water was observed at the 3-ft depth. The depth to ground water will vary with climatic conditions, drainage improvements, and other factors. If important to construction, the depth to ground water should be determined by those persons responsible for construction immediately prior to beginning work.

## FOUNDATION ANALYSIS

### Furnished Information

16. Preliminary information provided by Evans-Graves Engineers indicates the proposed campus will be constructed using precast concrete modules. Each typical classroom will consist of two modules with an approximate total weight of 150 kips. The

classrooms will be raised to the Base Flood Elevation (BFE), which is approximately 3 feet above existing grade. Either the site will be raised with 3 feet of fill or the classrooms will be raised on piers with no filling to achieve the BFE. We understand demolition of the site was nearing completion at the time of our field operations.

### Foundation Recommendations

17. Considering the presence of highly compressible swamp/marsh deposits with low undrained shear strength values, we recommend all proposed modular buildings be supported on a deep foundation system comprising driven timber piles. For deep foundation support, all structural loads (floors, walls, and columns) should be supported on piles having the same approximate tip embedment below the existing ground surface to minimize differential settlement. Pile caps should be structurally integrated with the floor slab and grade beams.
18. We recommend the structures be raised without filling to eliminate downdrag on piles. If the fill cannot be eliminated, all fill required to reach finished grade beneath the proposed structures should be placed as far in advance as possible of construction operations to reduce the undesirable effects of subsoil consolidation on the structures. In this regard, a preload or surcharge program may be feasible for this site and should be evaluated once additional data are available. Information required for this evaluation includes the site grading plan and project schedule. For preparation of this report, we assumed no more than 3 feet of fill will be placed at the site. Once site grading plans have been finalized, Eustis Engineering should be contacted to verify our assumptions and recommendations.

## Site Preparation

19. Drainage During Construction. The initial step to prepare the site for construction should be to establish adequate temporary and permanent drainage to prevent ponding of water and ensure immediate runoff of all rainfall. We recommend the contractor maintain adequate surface drainage away from all foundations and pavements during and after construction. This may be accomplished by setting grades to ensure positive drainage of water away from the foundation and pavement areas and providing adequate surface and subsurface drainage structures as required.
20. Permanent Drainage. The near surface soils are subject to a reduction in shear strength and excessive settlement if the moisture content of these soils increases (naturally or as a result of construction operations). We recommend adequate permanent drainage (including surface and subsurface features as required) be provided to collect all rainfall away from the foundations after completion of construction. All gutters draining rainfall from the structures should be connected to pipes which discharge away from the foundations or into a drainage system. Water should not be allowed to collect near the foundations.
21. Clearing and Stripping. The existing ground surface should be stripped of vegetation, loose topsoil, debris, stumps, organic matter, loose fill, and any other deleterious materials. Stripping should be to the minimum depth necessary to remove any vegetation, roots, and non-uniform fill. The exact depth of stripping should be determined during construction. Clearing and stripping should also comply with Section 201 of the Louisiana Standard Specifications for Roads and Bridges, 2006 edition (LSSRB).
22. Demolition. We understand the previous structures have been removed from the site. Any remaining structures or pavements located within the proposed

construction areas should also be completely demolished and removed from the site. Provisions should be made to locate any abandoned underground utilities and foundations which could impact new construction. Existing footings or abandoned pipes should be excavated and removed from the site. These structures could impact the performance of new foundations or pavements if not properly removed, proofrolled, and backfilled with structural fill material. Existing piles should not be incorporated into the new structures nor should they be removed. In general, these features should be cut off 5 feet below the proposed grade beams or below the existing ground surface. We also recommend the locations of these existing piles be documented (by survey) as they are cut off to facilitate minimizing conflicts with the new foundation plan. Removal and relocation of structures and obstructions should also comply with Section 202 of the LSSRB.

23. Subgrade Preparation. After the stripping and clearing operations, the exposed surface should be proofrolled with a bulldozer or tracked vehicle. The vibratory system on the compactor, if present, should not be used during proofrolling. Alternative proofrolling techniques may be proposed, but these methods should be approved by Eustis Engineering prior to their use at the site. Any depressions or weak areas identified should be thoroughly cleaned out to the surface of firm undisturbed soil and backfilled with a select structural fill material placed and compacted under controlled conditions. All clearing, proofrolling, and compaction operations should be performed only during periods of dry weather.
  
24. Structural Fill. A select granular material, such as locally available river sand, should be used as backfill and/or fill required to reach design grade. Sand fill should be non-plastic and free of roots, clay lumps, and other deleterious materials with no more than 10% by weight of material passing a U.S. Standard No. 200 mesh sieve. (AASHTO A-3). The organic content should not exceed 5% by weight. Prior to transporting structural fill on site, a sample should be tested to verify its conformance to these recommendations.

25. Compaction. Structural fill for the proposed building pad should be spread in loose lifts of 8 to 10 inches. When used as form fill, each lift should be compacted to at least 95% of its maximum dry density in accordance with ASTM D 698. Select fill or general fill used for non-structural grading should be spread in loose lifts of 10 to 12 inches and compacted by several passes of a bulldozer.
26. Quality Control. Density tests should be performed on each lift of the compacted structural fill to determine if the contractor has achieved the recommended density. All clearing, filling, and compaction operations should be accomplished only during periods of dry weather. The contractor should exercise caution during and after inclement weather to ensure subsoil support is not degraded by construction operations.
27. Fill Settlement. No more than 3 feet of new site grading fill is anticipated to be required to raise the site to construction grades. We estimate ground surface settlement, due to the placement of 3 feet of new fill (weighing 120 pcf) over a site area of 550' x 250', to be 9 to 12 inches. These estimates of settlement are at the center of the filled area. The corners and edges of the fill pad are anticipated to settle approximately 25% and 50%, respectively, of the maximum settlement at the center of the pad.
28. These estimates of settlement are due only to new fill placement and do not consider settlement due to improper site preparation and drainage, poor fill compaction or quality, and non-uniform foundation conditions. Our estimates of settlement also do not consider ongoing settlements due to existing site fill if present. Placement of fill will also affect pile foundations as discussed subsequently in this report. Additional settlement would be expected for larger fill areas or greater fill heights. Once site grading plans are available, Eustis Engineering should be contacted to review our recommendations. As previously indicated, if fill placement cannot be eliminated, we recommend a preload/surcharge program be evaluated for the site.

## Areal Subsidence

29. Areal subsidence is a result of past filling of a site and lowering of the ground water level over large areas. Areal subsidence is considered a background condition over which people have no control and should be relatively uniform in the project area. Sufficient information is not available in the geotechnical investigation to make accurate estimates of areal subsidence in the project area. Biodegradation and disintegration of near surface organic materials should also be anticipated and cannot be quantified.
30. Ongoing areal subsidence can result in differential settlement of grade supported pavements or structures. Additional settlement of pile founded structures may also be observed. Areal subsidence can also result in differential settlement magnitudes between grade supported and pile supported structures that are larger than what would be estimated by consolidation settlement theory.

## Deep Foundations

31. Estimated Pile Load Capacities. Engineering analyses have been made to determine estimates of the allowable compressive and tensile load capacities for treated ASTM D 25 quality timber piles. The results of these analyses are shown on Figure 2.
32. The New Orleans Building Code requires a minimum 30-ft pile embedment if refusal does not occur during driving. We anticipate refusal of piles for this site. Variations in soil conditions between and away from the boring locations and/or densification of loose sand deposits during pile driving will likely result in variations in pile tip embedments for timber piles. This variation may result in pile embedments less than 30 feet. Potential variations in the pile tip embedment should be assessed during a test pile program. Our estimated capacities neglect the skin friction along the top

2 feet of the pile for embedment within the pile cap, assume the piles are driven vertically, and contain an estimated factor of safety of 2 against failure of a single pile through the soil. If a load test is not performed, a factor of safety of 3 should be used.

33. Structural Capacity. The estimated load capacities provided are based only on a soil-pile relationship. The structural capacity of the individual piles to transmit these loads, and any connections between the piles and the structure, should be determined by a structural engineer.
  
34. Timber Piles. We recommend the treatment of timber piles meet the current American Wood Preservers Association Standards as outlined in Section 1014 of the LSSRB for both preservative and quality assurance. Treatment should also follow Section 812.06 of the LSSRB where applicable. Furthermore, we recommend the timber piles meet the quality (clean peeled, straightness, etc.) requirements outlined in ASTM D 25 and size requirements outlined in Table X1.5 in ASTM D 25 for a minimum butt circumference for a specified tip. The pile dimensions assumed in our analyses are provided on Figure 2.
  
35. Pile Group Capacity and Spacing. The estimated allowable single pile load capacities described in this report for timber piles embedded in the sand strata will derive the majority of their compressive capacity through end bearing. Hence, consideration of group effects is not required. This evaluation is for vertical group effects. An evaluation of lateral group effects may also be required. Eustis Engineering is available to perform these evaluations. The minimum center to center pile spacing within a row or group of timber piles should be at least 3 feet. If existing piles are present, a minimum clear distance of 2 feet is recommended between new piles and abandoned piles. The minimum spacing between rows or groups of piles should also meet the requirements discussed in the "Estimated Settlement due to Structural Loads" section of this report.

36. Estimated Settlement due to Structural Loads. We estimate settlement of piles firmly embedded into the sand deposits to be  $\frac{1}{4}$  to  $\frac{1}{2}$  inch due to structural loads. These estimates do not include elastic deformation of the piles which should be added to the settlement estimates. Elastic deformation of the piles may be estimated as 67% to 75% of the static column strain of a pile acting as a column. These estimates of settlement are due to structural loads only and are additive to settlement due to fill as discussed below.
37. All piles should be driven to the same approximate tip elevations, and concrete for the pile caps should be structurally integrated with the concrete for the grade beams and slabs. These recommendations are made to minimize the potential for differential movements. Eustis Engineering should be contacted to reevaluate pile settlement if any of our assumptions are not met.
38. Effects of Fill Placement on Piles. As the fill settles from consolidation of the underlying subsoils, negative skin friction is induced on the piles as the soil settles along the pile. This consolidation may result in additional pile settlement (downdrag) and/or an increase in the load applied to the pile (drag load). We estimate downdrag settlement to be 1 to  $1\frac{1}{2}$  inches due to the placement of 3 feet of fill and no preload/surcharge. These estimates consider fill placed over an area of 550' x 250' and are additive to pile settlements due to structural loads. Once site grading plans are finalized, Eustis Engineering should be contacted to reevaluate potential settlement of pile foundations.
39. Piles firmly embedded in the beach ridge sand strata should also be evaluated for their structural adequacy. This evaluation should consider an additional compressive load of 11 tons for timber piles due to the negative skin friction forces on the surface of the piles due to 3 feet of fill and no preload/surcharge. These drag loads should be added to the applied load at the pile butt. This total load should be used to

evaluate the fiber stresses for timber piles near the pile tip, but not to reduce the allowable capacities provided in this report.

40. Should more than 3 feet of fill be required to reach design grade, Eustis Engineering should be contacted to further evaluate settlement and its effects on pile foundations. We recommend elimination of fill or a surcharge program with an earthen preload to minimize total and differential settlements due to filling. Drag loads would also be reduced or eliminated with the aid of a preload/surcharge.
41. Differential Settlement. Your design should recognize the potential for differential settlement between pile supported features and grade supported features, including pavements. Therefore, appropriate architectural or structural features should be incorporated in your design to accommodate differential settlement. In addition, the structures should be designed as rigidly as possible to minimize the potential for differential settlements.
42. Slabs. If incorporated into the modular building structures, a Visqueen vapor barrier should be provided beneath the concrete floor slab to prevent capillary migration of moisture. The slab should be cast monolithically with grade beams which, in turn, are structurally connected to the pile caps to provide rigidity and minimize the potential for differential settlement. The slab, including the reinforcing and anchor connection details, should be designed by a structural engineer.
43. Utilities. Utilities beneath the pile supported structures should be supported by hangers. We recommend flexible type connections be specified for all piping and utilities going to and from the pile supported structures. These connections should be designed to accommodate the settlements described previously for settlement due to fill placement.

## Installation of Driven Piles

44. Quality Control. All pile driving operations should be supervised by experienced personnel to ensure proper procedures are followed and accurate records are kept during all pile driving operations. The driving records should include the date, type of pile, pile diameter (tip and butt), overall pile length, predrill diameter/depth, hammer model, driving energy, and number of blows per foot of penetration for the full embedment of the pile. An accurate driving record is especially important to verify piles are installed to the required tip embedment and to give an indication of any unusual driving characteristics which may include pile breakage. We recommend Eustis Engineering be retained to observe, record, and evaluate all pile driving operations with respect to the recommendations presented in this report.
  
45. Hammer. Treated ASTM D 25 quality timber piles with minimum tip diameters of 8 inches may be driven with a single acting air hammer having a rated energy of 15,000 ft-lbs per blow. Timber piles should be driven no harder than 25 blows per foot with the recommended hammer or damage may occur. Additional refusal criteria should be developed during the test pile program.
  
46. Predrilling. Predrilling may be necessary to aid in the installation of timber piles through shallow interbedded sand deposits encountered between the ground surface and the 30-ft depth as shown in Boring 2 and the CPTs. A pilot hole has the potential of minimizing vibrations resulting from pile driving operations and reducing the potential damage to timber piles. The predrill bit should be no larger than the pile **tip** diameter for timber piles. Predrilling should be accomplished by wet rotary drilling methods. The requirements for predrilling should be evaluated based on information from field verification of installation and design load capacities during a test pile program.

47. Alternate Installation Methods. We do not recommend vibratory methods be utilized for pile installation. If a vibratory hammer is selected for the project, Eustis Engineering should be contacted to evaluate the reduction in the estimated allowable pile load capacities presented. If any other alternate installation methods are selected, Eustis Engineering should be contacted to evaluate the impact on the estimated capacities presented.

#### Test Piles and Load Test

48. Eustis Engineering considers a test pile program and load test as an extension of our geotechnical investigation. Therefore, Eustis Engineering should be retained to perform these services. We recommend at least six probe piles be installed for the project within the footprints of the proposed structures.
49. The probe piles should be the same type and embedment anticipated for the job piles and installed with the same equipment and techniques proposed for the job piles. The probe piles can be used to evaluate installation methods. Driven probe piles will provide more definitive information regarding the anticipated driving resistances and vibrations from pile driving. Predrilling requirements can also be evaluated during the test pile program.
50. The probe pile showing the least resistance to driving should be allowed to set for at least 14 days subsequent to the installation of the reaction system. The test pile should then be load tested to failure in accordance with the New Orleans Building Code and ASTM D 1143. The results should be evaluated by Eustis Engineering to verify the estimated pile load capacities presented in this report.

## Vibrations

51. Pile driving, as well as other construction activities, has the potential to generate vibrations that may affect nearby structures, pavements, and underground utilities. Eustis Engineering recommends vibrations be monitored during the test pile program and subsequent construction activities of concern. This monitoring should evaluate peak particle velocities during pile driving at critical structures with a seismograph, as well as other construction activities generating vibrations (hauling of fill, moving heavy equipment, demolition, etc.). The record of peak particle velocities will provide information in assessing potential damage and the need for changes in construction operations.
  
52. Peak particle velocities (measured at a structure) exceeding 0.5 in./sec may induce damage to the structure, particularly when this structure has been previously stressed by settlement or other movements. Peak particle velocities between 0.25 and 0.5 in./sec may be sensed as being detrimental by human perception. In addition, peak particle velocities of 0.25 in./sec may densify cohesionless or semi-cohesive deposits and result in settlement of structures founded in these materials. Such materials exist at the project site. If sustained vibration levels of 0.25 in./sec are measured at a structure, pavement, or utility of concern, Eustis Engineering should be notified, the construction operations generating these vibrations terminated, and consideration given to altering these procedures.

## GEOTECHNICAL SERVICES DURING CONSTRUCTION

53. In order to provide continuity among the investigation, design, and construction phases, Eustis Engineering should be retained to review plans and specifications developed for the project and all contractor submittals related to geotechnical issues and foundations. Eustis Engineering can provide additional geotechnical services which may include consultation during design and construction. We can also provide

steel and concrete inspection services, and compaction and inplace density determinations on fill materials. We can perform appropriate laboratory tests to determine the gradation and quality of material proposed as structural fill or backfill. Eustis Engineering can also log the installation of test piles and job piles, perform and evaluate pile load tests, and monitor vibrations.

54. Eustis Engineering should be retained to monitor the geotechnical related work performed by the contractor. This permits the geotechnical engineer that prepared the report to be on hand and quickly evaluate unanticipated conditions, conduct additional tests if required, and, when necessary, recommend alternative solutions to problems. This is recommended to avoid major construction cost overruns or contractual disputes on the project.



**EUSTIS ENGINEERING SERVICES, L.L.C.**

GEOTECHNICAL ENGINEERS

3011 26TH STREET

METAIRIE, LOUISIANA

**BORING AND CONE PENETROMETER TEST  
LOCATION PLAN**

LOUISIANA RECOVERY SCHOOL DISTRICT  
 NEW ORLEANS HIGH SCHOOL SIGNATURE CENTER  
 2600 SOUTH ROCHEBLAVE STREET  
 NEW ORLEANS, LOUISIANA

DRAWN BY: J.L.S.

PLOT DATE: 6 MAR 12

CADD FILE:  
LOCATION PLAN.DGN

CHECKED BY: M.K.M.

JOB NO.: 21541

FIGURE 1

● DENOTES LOCATION OF UNDISTURBED SOIL BORINGS DRILLED:  
9 THROUGH 19 JANUARY 2012

▲ DENOTES LOCATION OF CONE PENETROMETER TESTS  
PERFORMED: 17 JANUARY 2012

NOT TO SCALE

LOUISIANA RECOVERY SCHOOL DISTRICT  
 NEW ORLEANS HIGH SCHOOL SIGNATURE CENTER  
 2600 SOUTH ROCHEBLAVE STREET  
 NEW ORLEANS, LOUISIANA  
 EUSTIS ENGINEERING PROJECT NO. 21541

ESTIMATED ALLOWABLE SINGLE PILE LOAD CAPACITIES  
 TREATED ASTM D 25 QUALITY TIMBER PILES

PILE DIAMETER	PILE TIP EMBEDMENT BELOW EXISTING GROUND SURFACE IN FEET	ESTIMATED ALLOWABLE SINGLE PILE LOAD CAPACITIES IN TONS <sup>(1)</sup> FACTOR OF SAFETY $\approx 2$ <sup>(2)</sup>	
		COMPRESSION <sup>(3)</sup>	TENSION
8-In. Tip 12-In. Butt	28 to 34	20	4

<sup>(1)</sup> These estimated capacities do not include limitations on structural capacity imposed by some building codes.

<sup>(2)</sup> Use of a factor of safety of 2 assumes a static pile load test is performed. If a static load test is not performed, a factor of safety of 3 should be used.

<sup>(3)</sup> These capacities are valid for piles driven to refusal in the dense underlying sand deposits.

## APPENDIX I



LEGEND AND NOTES FOR  
LOG OF BORING AND TEST RESULTS

PP	Pocket penetrometer: Resistance in tons per square foot					
SPT	Standard Penetration Test: Number of blows of a 140-lb hammer dropped 30 inches required to drive 2-in. O.D., 1.4-in. I.D. sampler a distance of 1 foot into the soil after first seating it 6 inches					
SPLR	Type of Sampling	Shelby	SPT	Auger	No sample	
SYMBOL	Clay	Silt	Sand	Peat/Humus	Shells	Stone/Gravel
	Predominant type shown heavy; Modifying type shown light					
USC	Unified Soil Classification					
DENSITY	Unit weight in pounds per cubic foot					

SHEAR TESTS

TYPE

UC	Unconfined compression shear
OB	Unconsolidated undrained triaxial compression shear on one specimen confined at the approximate overburden pressure
UU	Unconsolidated undrained triaxial compression shear
CU	Consolidated undrained triaxial compression shear
DS	Direct shear

$\phi$	Angle of internal friction in degrees
c	Cohesion in pounds per square foot

ATTERBERG LIMITS

LL	Liquid Limit
PL	Plastic Limit
PI	Plasticity Index

OTHER TESTS

CON	Consolidation
PD	Particle size distribution (sieve and/or hydrometer)
k	Coefficient of permeability in centimeters per second
SP	Swelling pressure in pounds per square foot

Other laboratory test results reported on separate figures

GENERAL NOTES

- (1) If a ground water depth is shown on the boring log, these observations were made at the time of drilling and were measured below the existing ground surface. These observations are shown on the boring logs. However, ground water levels may vary due to seasonal fluctuations and other factors. If important to construction, the depth to ground water should be determined by those persons responsible for construction immediately prior to beginning work.
- (2) While the individual logs of borings are considered to be representative of subsurface conditions at their respective locations on the dates shown, it is not warranted that they are representative of subsurface conditions at other locations and times.



Ground Elev.:	Scale In Feet	PP	SPT	S P L R	Datum:	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Other Tests
											Dry	Wet	Type	ø	C	LL	PL	PI	
	0		11			Loose white shells	SI	1	0-0.5										
						Stiff gray & brown silty clay w/brick & shell fragments, gravel, & glass	CL	2	0.5-2										
		0.25				Soft gray clay w/organic matter, wood, & asphalt fragments	CH	3	5-6	104	89	UC	--	295					
						Extremely soft dark gray & gray organic clay w/wood & roots	OH	4	8-9	131	79	UC	--	94					
						Very soft gray clay w/organic matter & wood	CH	5	11-12	141	81	UC	--	154					
								6	13-14										
		0.50				Soft to medium stiff gray sandy clay	CL	7	18-19										
								8	23-24	32	110	UC	--	365					
		0.25				Soft gray silty clay w/silty sand lenses & layers	CL												
						Soft gray clay w/silty sand lenses & silt layers	CH	9	28-29	48	102	UC	--	318					
			92=11"			Very dense gray fine to medium fine sand	SP	10	33-34.5										
			50=6"					11	36-37.5										
			50=8"					12	39-40.5										
			50=Seat					13	42-43.5										
			4			Loose gray clayey sand w/shell frag	SC	14	48.5-50										

Comments: Latitude: 29° 56.965' N  
 Longitude: 90° 05.772' W

Ground Elev.: Datum: Gr. Water Depth: See Text Job No.: 21541 Date Drilled: 1/09/12 Boring: 1 Refer to "Legends & Notes"

**LOG OF BORING AND TEST RESULTS**  
 LOUISIANA RECOVERY SCHOOL DISTRICT  
 NEW ORLEANS HIGH SCHOOL SIGNATURE CENTER  
 2600 SOUTH ROCHEBLAVE STREET  
 NEW ORLEANS, LOUISIANA



Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests		Atterberg Limits			Other Tests
										Dry	Wet	Type	ø	C	LL	PL	
50		52	X		Very dense gray fine sand	SP	15	53-55									
60		64	X				16	58.5-60									
70																	
80																	
90																	
100																	

Ground Elev.: Datum: Gr. Water Depth: See Text Job No.: 21541 Date Drilled: 1/09/12 Boring: 1 Refer to "Legends & Notes"

Comments: Latitude: 29° 56.965' N  
 Longitude: 90° 05.772' W

**LOG OF BORING AND TEST RESULTS**  
 LOUISIANA RECOVERY SCHOOL DISTRICT  
 NEW ORLEANS HIGH SCHOOL SIGNATURE CENTER  
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 NEW ORLEANS, LOUISIANA



Scale In Feet	PP	SPT	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Other Tests
									Dry	Wet	Type	φ	C	LL	PL	PI	
0		15	SP	Medium stiff reddish-brown silty clay w/brick & shell fragments, gravel, & glass	CL	1	0-0.5										
	0.25		CH	Stiff brown silty clay w/brick & shell fragments, gravel, & glass	CH	2	0.5-2										
	0.25		OH	Soft gray & brown clay w/wood & mortar	OH	3	3-4.75	99		83	UC	--	173				
				Very soft dark gray organic clay w/wood & roots		4	5-6	123		79	UC	--	130				
10				Very soft dark brown humus w/roots	Pt	5	8-9	146		70	UC	--	207				
	0.25			Very soft gray clay w/silty sand lenses & pockets, & roots	CH	6	11-12	296		97	UC	--	156				
	0.50			Soft gray clay w/silty sand lenses	CH	7	14-15	72									
20	0.50	18		Medium dense gray fine sand	SP	8	18-19										
	0.25			Soft gray clay w/silty sand lenses	CH	9	22-23	52		103	UC	--	197				
	0.50	50=6"		Very dense gray fine sand	SP	10	23.5-25										
30		50=6"		w/trace of shell fragments		11	28-29	70		99	UC	--	293				
		77				12	32-33										
40		4		Loose gray clayey sand w/shell fragments	SC	13	33.5-35										
	0.25			Very soft gray sandy clay w/shell fragments	CL	14	36.5-38										
50						15	39.5-41										
						16	43.5-45										
						17	48-49	31		113	UC	--	195				

**Comments:** Latitude: 29° 56.918' N  
 Longitude: 90° 05.873' W

**Ground Elev.:** Datum: Gr. Water Depth: See Text Job No.: 21541 Date Drilled: 1/12/12 Boring: 2 Refer to "Legends & Notes"



LOUISIANA RECOVERY SCHOOL DISTRICT  
 NEW ORLEANS HIGH SCHOOL SIGNATURE CENTER  
 2600 SOUTH ROCHEBLAVE STREET  
 NEW ORLEANS, LOUISIANA

Scale In Feet	PP	SPT	S P L R	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests		Atterberg Limits			Other Tests
									Dry	Wet	Type	ø	C	LL	PL	
50	0.25	24		Very soft gray sandy clay w/shell fragments & clay lenses	CL	18	53-54	36	81	111	UC	--	248			
60		28		Medium dense gray fine sand w/trace of clayey sand	SP	19	54.5-56									
		28		w/trace of shell fragments		20	57.5-59									
		5			SC	21	60.5-62									
						22	63.5-65									
70	0.25			Loose gray clayey sand w/shell fragments	CL	23	68-69	38	80	111	UC	--	409			
	2.75			Soft gray silty clay w/silty sand lenses & pockets	CH	24	73-74	35	82	111	UC	--	590			
80	3.00			Stiff to very stiff greenish-gray clay w/silt pockets & lenses, & shell fragments		25	78-79	39	81	113	UC	--	648			
				w/silt pockets												

Comments: Latitude: 29° 56.918' N  
 Longitude: 90° 05.873' W

Ground Elev.: Datum: Gr. Water Depth: See Text Job No.: 21541 Date Drilled: 1/12/12 Boring: 2 Refer to "Legends & Notes"

LOUISIANA RECOVERY SCHOOL DISTRICT  
 NEW ORLEANS HIGH SCHOOL SIGNATURE CENTER  
 2600 SOUTH ROCHEBLAVE STREET  
 NEW ORLEANS, LOUISIANA



Ground Elev.: Datum: Gr. Water Depth: See Text Job No.: 21541 Date Drilled: 1/19/12 Boring: 3 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Other Tests
									Dry	Wet	Type	ø	C	LL	PL	PI	
0				30" Wash													
30		84=14"	×	Very dense gray fine sand w/trace of clay	SP	1	30-31.5										
		78	×	Very dense gray fine sand		2	33-34.5										
		75=10"	×			3	36-37.5										
40		49	×	Dense gray fine sand	SP	4	39-40.5										
		4	×	Medium stiff gray sandy clay w/shell fragments	CL	5	43.5-45										
50	0.25			Soft gray sandy clay w/shell fragments	CL	6	48-49										

Comments: Latitude: 29° 56.977' N  
 Longitude: 90° 05.842' W

LOUISIANA RECOVERY SCHOOL DISTRICT  
 NEW ORLEANS HIGH SCHOOL SIGNATURE CENTER  
 2600 SOUTH ROCHEBLAVE STREET  
 NEW ORLEANS, LOUISIANA



Ground Elev.: Datum: Gr. Water Depth: See Text Job No.: 21541 Date Drilled: 1/19/12 Boring: 3 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Other Tests
									Dry	Wet	Type	ø	C	LL	PL	PI	
50		40	⊗	Soft gray sandy clay w/shell fragments Dense gray fine clayey sand	CL SC	7	50.5-52										
		30	⊗	Medium dense gray fine sand w/trace of clayey sand w/shell fragments	SP	8	53.5-55										
		26	⊗			9	56.5-58										
		28	⊗			10	59.5-61										
		3	⊗	Very loose gray & brown clayey sand	SC	11	63.5-65										
	0.25		⊗	Loose gray clayey sand w/shell fragments & clay layers	SC	12	67-68										
	2.50		⊗	Very stiff gray silty clay w/concretions	CL	13	73-74										
			⊗	Loose gray clayey sand	SC	14	79-80										

Comments: Latitude: 29° 56.977' N  
 Longitude: 90° 05.842' W

## APPENDIX II



Louisiana Recovery School District  
 New Orleans High School Signature Center  
 New Orleans, Louisiana  
 Project No: 21541

# Cone Penetration Test

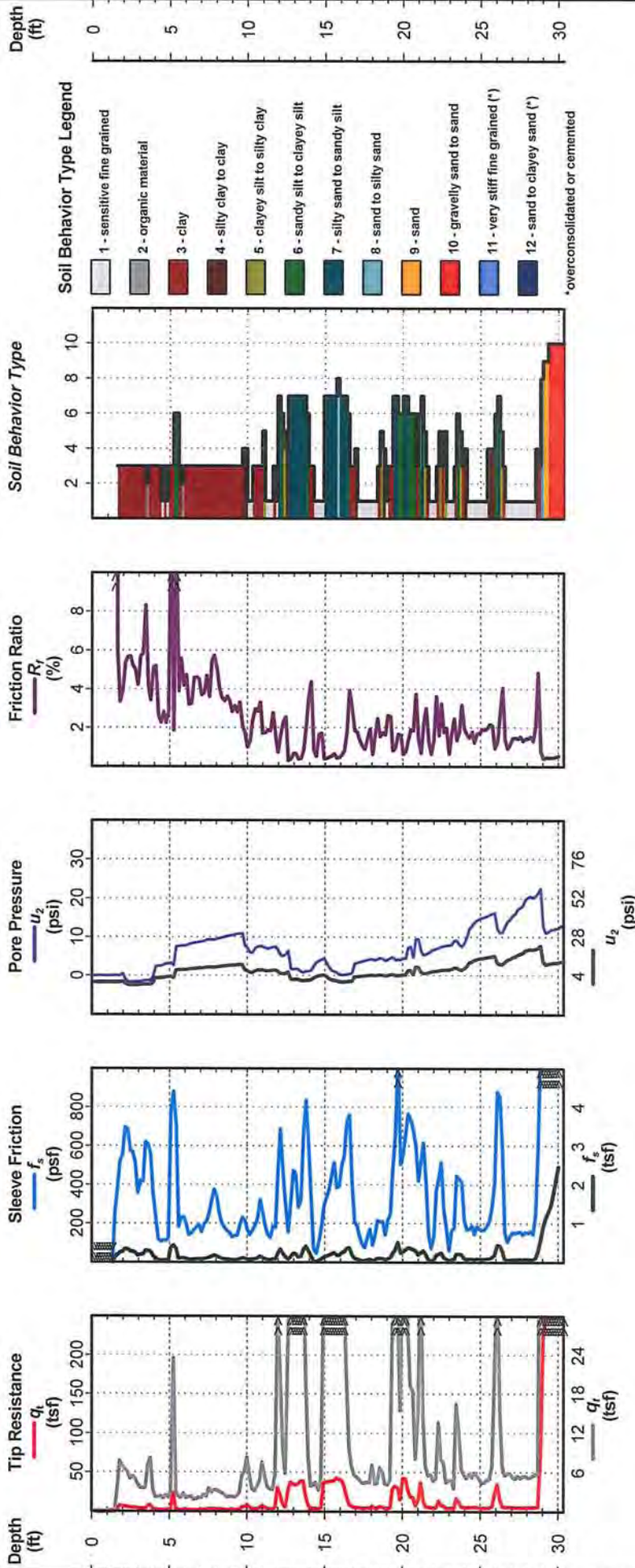
## CPT-1

EUSTIS ENGINEERING

Latitude: 29.94995  
 Longitude: 90.096966  
 Date: 01/17/12  
 Operator: G. Reitmeyer

Water Depth: 3  
 Total Depth: 30.4 ft

CPT ID/Net Area Ratio: DDG1068 / 0.8



Notes: Soil behavior type was determined using friction ratio classification chart (after Robertson et al., 1986).  
 Test performed in general accordance with ASTM D5778-07.



EUSTIS ENGINEERING

Louisiana Recovery School District  
New Orleans High School Signature Center  
New Orleans, Louisiana  
Project No: 21541

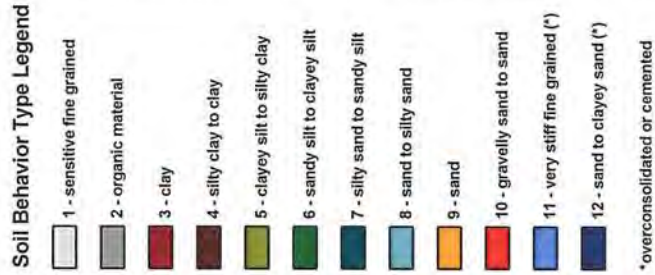
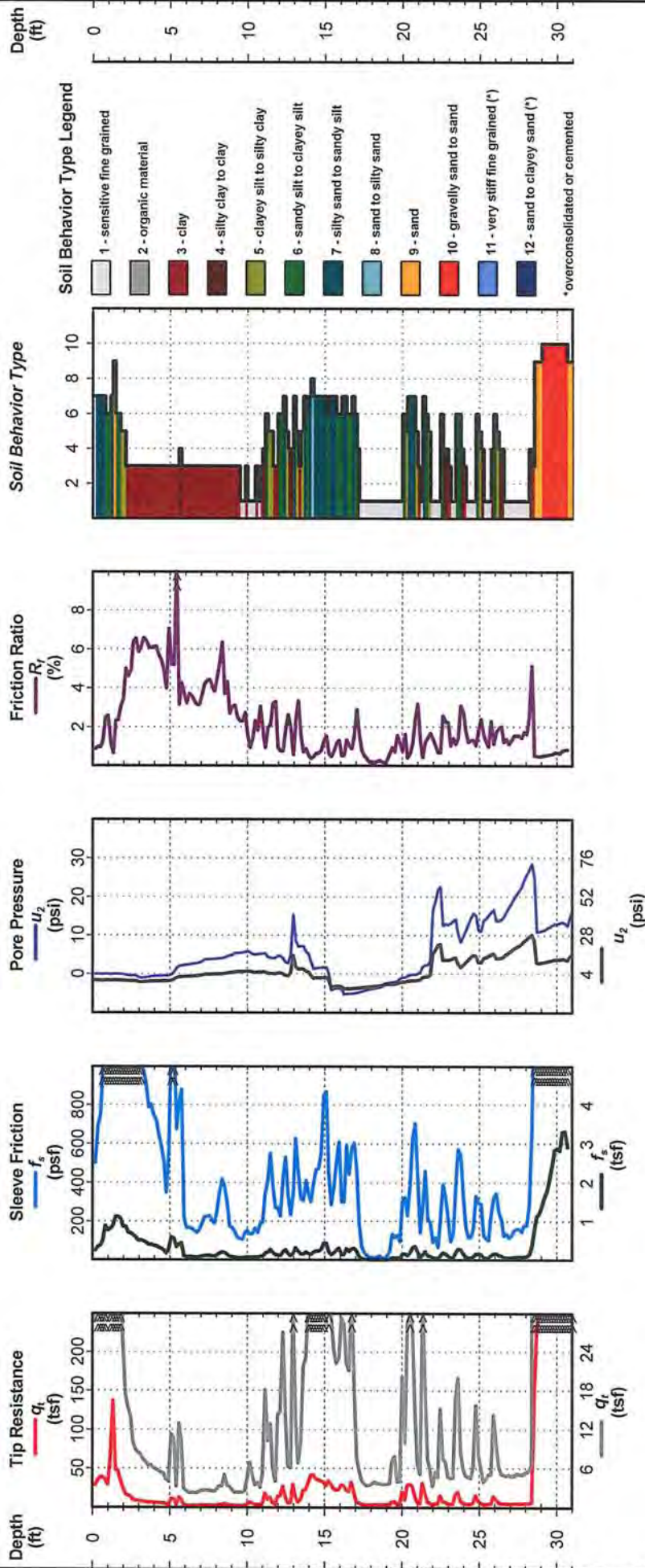
# Cone Penetration Test

# CPT-2

Latitude: 29.949033  
Longitude: 90.096933  
Date: 01/17/12  
Operator: G. Reitmeyer

Water Depth: 3  
Total Depth: 31.0 ft

CPT ID/Net Area Ratio: DDG1068 / 0.8



Notes: Soil behavior type was determined using friction ratio classification chart (after Robertson *et al.*, 1986).  
Test performed in general accordance with ASTM D5778-07.



Louisiana Recovery School District  
 New Orleans High School Signature Center  
 New Orleans, Louisiana  
 Project No: 21541

# Cone Penetration Test

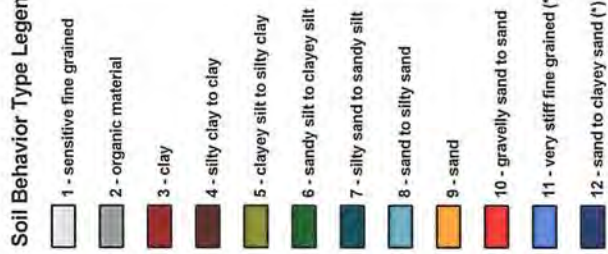
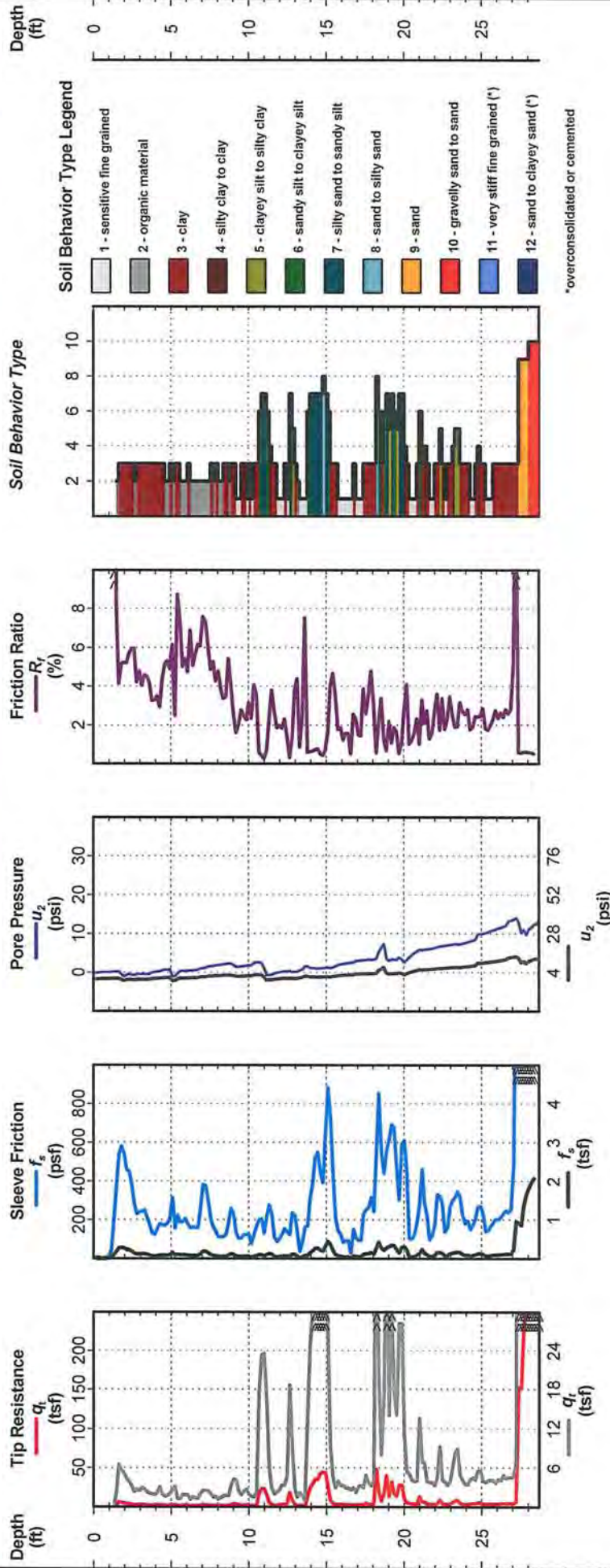
## CPT-3

EUSTIS ENGINEERING

CPT ID/Net Area Ratio: DDG1068 / 0.8

Latitude: 29.94955  
 Longitude: 90.0974166  
 Date: 01/17/12  
 Operator: G. Reitmeyer

Water Depth: 3  
 Total Depth: 28.7 ft





Louisiana Recovery School District  
 New Orleans High School Signature Center  
 New Orleans, Louisiana  
 Project No: 21541

# Cone Penetration Test

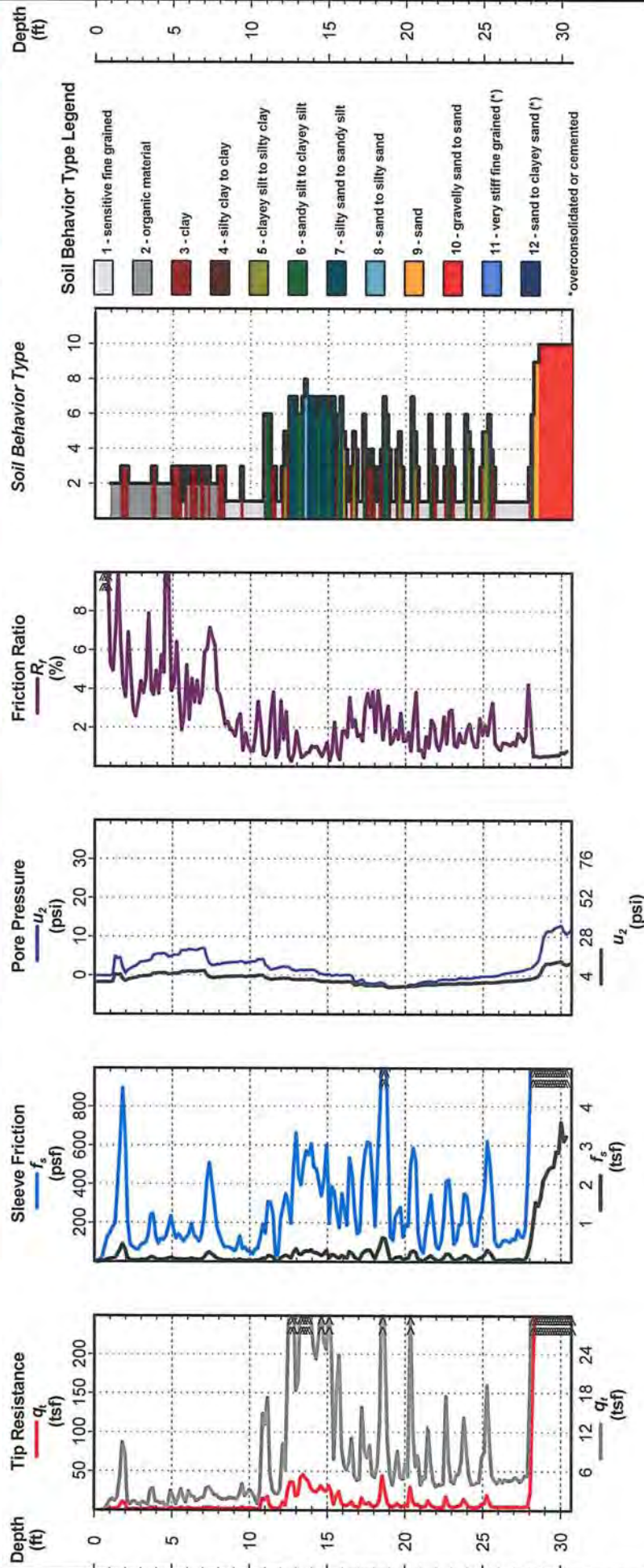
# CPT-4

EUSTIS ENGINEERING

CPT ID/Net Area Ratio: DDG1068 / 0.8

Latitude: 29.94915  
 Longitude: 90.098116  
 Date: 01/17/12  
 Operator: G. Reitmeyer

Water Depth: 3  
 Total Depth: 30.7 ft



Notes: Soil behavior type was determined using friction ratio classification chart (after Robertson *et al.*, 1986).  
 Test performed in general accordance with ASTM D5778-07.

# CPT Correlations

References are in parenthesis next to the appropriate equation.

## General

$p_a$ =atmospheric pressure (for unit normalization)

$q_t$ =corrected cone tip resistance (tsf)

$f_s$ =friction sleeve resistance (tsf)

$R_f = 100\% \cdot (f_s/q_t)$

$u_2$ =pore pressure behind cone tip (tsf)

$u_0$ =hydrostatic pressure

$$B_q = (u_2 - u_0) / (q_t - \sigma_{vo})$$

$$Q_t = (q_t - \sigma_{vo}) / \sigma'_{vo}$$

$$F_r = 100\% \cdot f_s / (q_t - \sigma_{vo})$$

$$I_c = ((3.47 - \log Q_t)^2 + (\log F_r + 1.22)^2)^{0.5}$$

## $K_o$

$$K_o (1) \quad K_o = (1 - \sin \phi) OCR^{\sin \phi}$$

$$K_o (2) \quad K_o = 0.1(Q_t - 1)$$

## Stress History

$$OCR = \sigma_p' / \sigma_{vo}$$

$$(OCR 1) \quad \sigma_p' = 0.33(q_t - \sigma_{vo}) \quad 8$$

$$(OCR 2) \quad \sigma_p' = 0.53(u_2 - u_0) \quad 9$$

$$(OCR 3) \quad \sigma_p' = 0.60(q_t - u_2) \quad 9$$

## N-Value

$$N_{60} = (q_t / p_a) / [8.5(1 - I_c / 4.6)] \quad 6$$

## Undrained Shear Strength

$$S_u (1) \quad S_u = (u_2 - u_0) / N_u \quad \text{where } 7 \leq N_u \leq 9 \quad 10$$

$$S_u (2) \quad S_u = (q_t - \sigma_{vo}) / N_{kT} \quad \text{where } 15 \leq N_{kT} \leq 20 \quad 11$$

$$S_u (3) \quad S_u = 0.091 * ((\sigma'_{vo})^{0.2}) * (q_t - \sigma_{vo})^{0.8}$$

$$S_u (4) \quad S_u = (q_c - \sigma_{vo}) / N_k \quad \text{where } 15 \leq N_k \leq 20$$

$$S_u (5) \quad S_u = q_t / N_c \quad \text{where } XXX \leq N_c \leq YYY$$

## Drained Friction Angle

$$\phi' (1) \quad \phi' = 17.6 + 11.0 \text{Log}[q_t / (\sigma_{vo}')^{0.5}] \quad 1$$

$$\phi' (2) \quad \phi' = \arctan[0.1 + 0.38 \text{Log}(q_t / \sigma_{vo}')] \quad 13$$

$$\phi' (3) \quad \phi' = 30.8 \text{Log}[(f_s / \sigma_{vo}') + 1.26] \quad (\text{for clays or sands}) \quad 14$$

## Unit Weight

$$\rho = \gamma / \gamma_w$$

$$\rho = 0.8 \text{Log}(V_s) \quad V_s \text{ in m/sec} \quad 17$$

## Relative Density and Void Ratio

$$D_R (1) \quad D_R = 100(q_{c1} / 305)^{1/2} \quad \text{where, } q_{c1} = q_c / (\sigma_{vo}')^{1/2} \quad 1$$

$$D_R (2) \quad D_R = -1.292 + 0.268 \ln(q_c \cdot (\sigma_{vo}')^{-0.5}) \quad 18$$

$$D_R (3) \quad D_R = (1/2.41) \cdot \ln(q_{c1} / 15.7) \quad 3$$

$$D_R (4) \quad D_R = 1/2.91 * \ln((q_c/(61 * \sigma_{vo}^{0.71})) * 100) \quad 20$$

$$e_o = 1.099 - 0.204 \log(q_{c1}) \quad 1$$

$$E_D = 5 q_t \quad I_D = 2.0 - 0.14(R_f) \quad K_D = E_D / (34.7 \cdot I_D \cdot \sigma_{vo})$$

**Compressibility**

M (1) =  $R_m E_D$  where  $R_m$  = function( $I_D$ ,  $K_D$ ) see the following table

$I_D \leq 0.6$	$R_M = 0.14 + 2.36 \log K_D$
$I_D \geq 3$	$R_M = 0.5 + 2 \log K_D$
$0.6 < I_D < 3$	$R_M = R_{M,D} + (2.5 - R_{M,D}) \log K_D$
	$R_{M,D} = 0.14 + 0.15(I_D - 0.6)$
$K_D > 10$	$R_M = 0.32 + 2.18 \log K_D$
$R_M < 0.85$	$R_M = 0.85$

M (2)  $M = q_c \cdot 10^{(1.09 - 0.0075 D_R)}$  *sands*

M (3)  $M = 8.25 (q_t - \sigma_{vo})$  *clays*

**Sensitivity**

S<sub>t</sub> (1)  $S_t = 7.5/R_f$  2

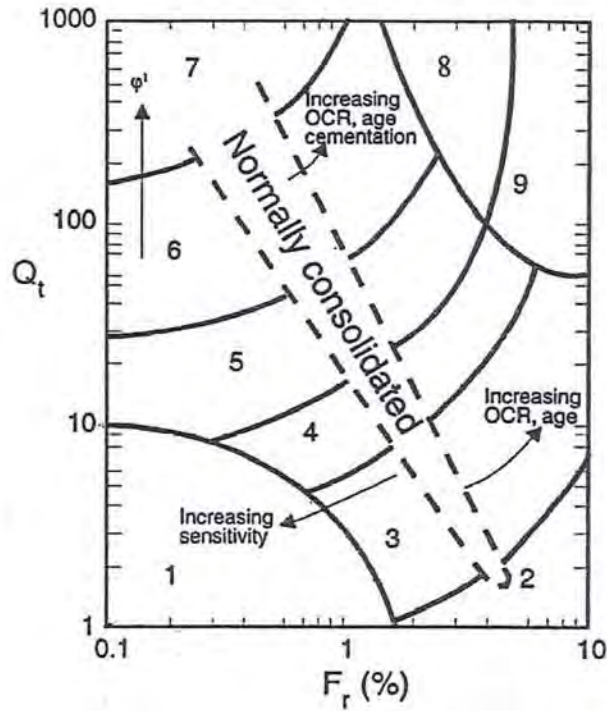
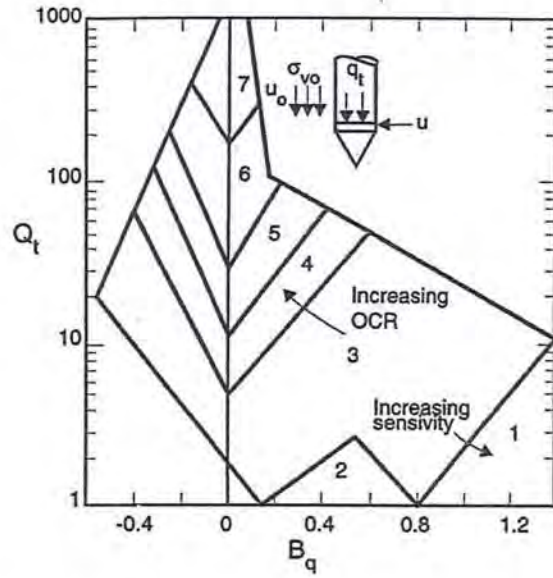
S<sub>t</sub> (2)  $S_t = (q_t - \sigma_{vo}) / (15 \cdot f_s)$  2

**Fines Content**

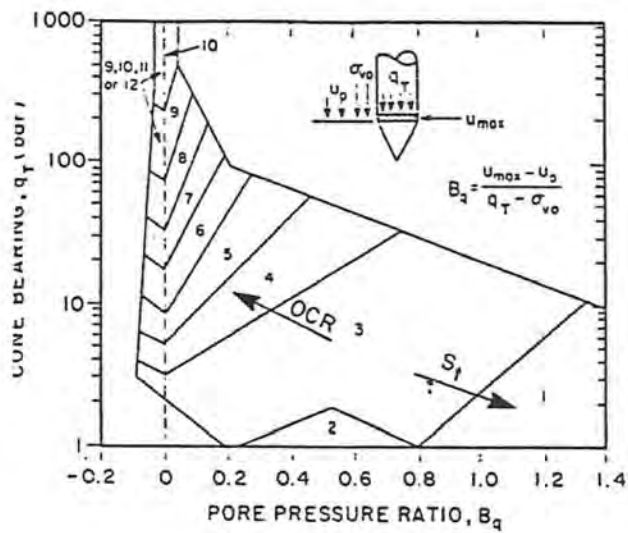
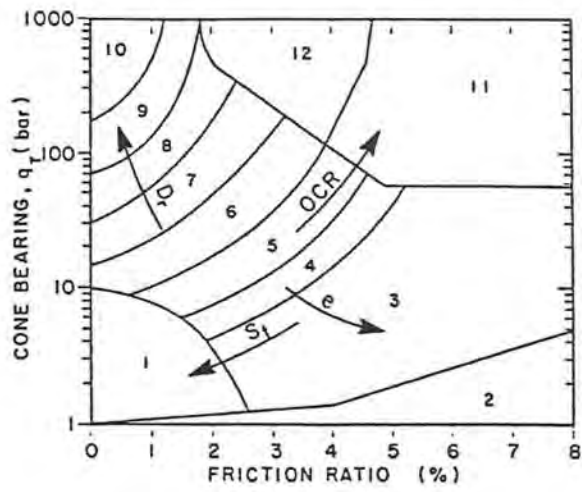
FC =  $[(3.58 - \log(q_t))^2 + (1.43 + \log(R_f))^2]^{1.8}$  4

FC =  $[5.31(I_{cfs})^{2.31} + 9.61]$ , where  $I_{cfs} = [(1.95 - \log Q_t)^2 + (\log F_r + 1.78)^2]^{0.5}$  4

# Normalized Soil Behavior Types - Robertson & Campanella (1990)



# Non-Normalized Soil Behavior Types – Robertson & Campanella (1986)





## References

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