CALCASIEU PARISH SCHOOL BOARD

HURRICANE LAURA DAMAGES RESTORATION PROGRAM

BID DOCUMENTS

FOR PROJECT:

Iowa High School – Repairs to Baseball /Softball Field
Phase 1
HL-026-05

June 2021

Moss Architects, Inc.
3221 Ryan Street, Suite B
Lake Charles, LA 70601
Architect's Project No. MA2121
FRONT END DOCUMENTS TABLE OF CONTENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

1. Table of Contents.
2. Advertisement for Bids.
3. Instructions to Bidders.
4. List of Required Documents.
5. Louisiana Uniform Public Works Bid Form and Unit Price Form.
6. Bid Bond Form.
7. Resolution.
8. CPSB Non-Collusion Affidavit.
10. Verification of Employees Affidavit (LRS 38:2212.10).
12. Certification Regarding Unpaid Worker’s Compensation Insurance (LRS 23:1726(B)).
13. Subcontractor Approval List.
15. Federal Contract Clauses Exhibit A.
17. Change Order Form.
18. Application for Payment Documents.
21. Louisiana Dept. of Revenue Sales Tax Exemption Form.

DIVISION 01 – GENERAL REQUIREMENTS

1. 011000 – Summary
2. 012100 – Allowances
3. 013100 – Project Management and Coordination
4. 013300 – Submittals
5. 014200 – References
6. 015000 – Temporary Facilities and Controls
7. 016000 – Product Requirements
8. 017700 – Closeout Procedures

DIVISION 02 – EXISTING CONDITIONS

9.024119 – Selective Demolition
DIVISON 7 – THERMAL & MOISTURE PROTECTION

10. 074200 – Metal Wall Panels

DIVISION 9 – FINISHES

11. 099000 – Painting

DIVISION 26 – ELECTRICAL

12. 260001 – Electrical General Provision
13. 260500 – Basic Materials and Methods
14. 262713 – Electrical Distribution System
15. 265600 – Exterior Lighting Fixtures

DIVISION 32 – EXTERIOR IMPROVEMENTS

16. 323113 – Chain Link Fences & Gates

APPENDIX

17. Geotechnical Report

END OF TABLE OF CONTENTS
ADVERTISEMENT FOR BIDS

The Calcasieu Parish School Board will receive sealed bids before 1:00 P.M., October 5, 2021, at the Calcasieu Parish School Board, Attention: Jennifer Hagan, Superintendent's Conference Room, 3310 Broad St., Lake Charles, Louisiana 70615 for the following Hurricane Laura Damages Restoration Project:

Iowa High School – Repairs to Baseball Softball Field Phase I HL-026-05

Complete Bid Documents prepared by Moss Architects, Inc. 3221 Ryan Street, Suite B Lake Charles, LA 70601 for this Project are available in electronic form. They may be obtained without charge and without deposit from www.CPSB.org/Page/524. Bid Documents may also be obtained from www.centralbidding.com for a nominal charge or subscription. Printed copies are not available from the Owner or Architect, but arrangements can be made to obtain printed Bid Documents through most reprographic firms. Bidders are responsible for any subscription, downloading, reproduction or mailing costs.

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

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

A Pre-Bid Conference will be conducted at Baseball Field of Iowa High School 401 W. Miller Ave. Iowa, LA 70647 on September 22, 2021, at 2pm. Attendance is non-mandatory.

Each bid must be placed in an envelope, sealed, and marked on the outside:
“Bid Enclosed for Iowa High School – Repairs to Baseball/Softball Field Phase I HL-026-05 to be opened on October 5, 2021, at 1:00 pm at the Calcasieu Parish School Board, Attention: Jennifer Hagan, Superintendent’s Conference Room, 3310 Broad Street, Lake Charles, LA 70615”. Refer to Instructions for Bidders for other requirements on outside of envelope.

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

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

Karl Bruchhaus, Secretary Calcasieu Parish School Board


Publish in the Lake Charles American Press Newspaper:
September 7, 2021,    September 14, 2021,    September 21, 2021
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINITIONS

1.1 The Bid documents include the following:

Advertisement for Bids.
Instructions to Bidders.
List of Required Documents.
Louisiana Uniform Public Works Bid Form and Unit Price Form.
Bid Bond Form.
Resolution.
CPSB Non-Collusion Affidavit.
Louisiana Non-Collusion Affidavit (LRS 38:2224).
Verfication of Employees Affidavit (LRS 38:2212.10).
Attestation Form – Past Criminal Conviction of Bidders (LRS 38:2227).
Certification Regarding Unpaid Worker’s Compensation Insurance (LRS 23:1726(B)).
Subcontractor Approval List.
Contract Between Owner & Contractor including Payment and Performance Bond.
Federal Contract Clauses Exhibit A.
Supplementary Conditions.
Change Order Form.
Application for Payment Documents.
Beneficial Occupancy Form.
Recommendation of Acceptance Form.
Louisiana Dept. of Revenue Sales Tax Exemption Form.
CPSB HL Roofing Guarantee (if applicable).
Specifications
Drawings
Addenda issued during bid period and acknowledged on the Bid Form

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

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

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

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

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

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

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

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

**ARTICLE 2 - BIDDER'S REPRESENTATION**

2.1 Each Bidder by making his Bid represents that:

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

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

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

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

2.3 The Bidder must not be debarred as determined by the Federal Government’s Excluded Parties List, and it is the responsibility of the Contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal ID tax number, debarment, and state and local licensing requirements. The prime contractor may use the web site: [https://www.sam.gov/SAM](https://www.sam.gov/SAM) to determine if a subcontractor has been debarred at the federal level.
ARTICLE 3 - BID DOCUMENTS

3.1 Bid Documents.

3.1.1 Complete Bid Documents for this Project are available in electronic form. They may be obtained without charge and without deposit from www.CPSB.org/Page/524. Bid Documents may also be obtained from www.centralbidding.com for a nominal charge or subscription. Printed copies are not available from the Owner or Architect, but arrangements can be made to obtain printed Bid Documents through most reprographic firms. Bidders are responsible for any subscription, downloading, reproduction or mailing costs.

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

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

3.2 Interpretation or Correction of Bid Documents

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

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

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

3.3 Substitutions

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

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

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

3.4 Addenda.

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

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

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

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

ARTICLE 4 - BIDDING PROCEDURES

4.1 Form and Style of Bids

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

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

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

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

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

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

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

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

4.2 Bid Security

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

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

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

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

4.3 Submission of Bid

4.3.1 Bids shall be sealed in an opaque envelope and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to the Calcasieu Parish School Board at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by U.S. Mail or express delivery, shall disqualify the Bid.

4.3.2 The sealed bid envelope shall be marked on the outside with: “Bid Enclosed for Bid Enclosed for Iowa High School – Repairs to Baseball/Softball Field Phase I HL-026-05 to be opened on October 5, 2021 at 1:00 pm at the Calcasieu Parish School Board, Attention: Jennifer Hagan, Superintendent’s Conference Room, 3310 Broad Street, Lake Charles, LA 70615”. The outside of the bid envelope shall include the name, address and Contractor’s license number of the Bidder as required by LA. R.S. 37:2163.

4.3.3 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the same notation described at 4.3.2 on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, and addressed to: Calcasieu Parish School Board, 3310 Broad Street, Lake Charles, LA 70615.

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

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

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

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

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

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

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

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

**ARTICLE 5 - CONSIDERATION OF BIDS**

5.1 Opening of Bids

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

5.2 Rejection of Bids

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

5.3 Acceptance of Bid

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

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

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

5.4 A Pre-Bid Conference will be conducted at Iowa High School 401 W. Miller Ave. Iowa, LA 70647 on May 19, 2021 at 10:00 am in the library. Attendance is non-mandatory.

ARTICLE 6 - POST BID INFORMATION

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

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

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

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

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

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

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

6.3.5 Subcontractors and other persons and organizations proposed by the Bidder and accepted by the owner and the Architect upon the awarding of a contract must be used on the work for which they were proposed and accepted and shall not be changed except upon the recommendation of the Architect and approved by the Owner in the form of a change order. Any changes on the tentative 24 hour list submitted by the Contractor prior to the awarding of the contract must be requested in writing to the Architect with proper justification. Any change in the tentative list of subcontractors will require recommendation from the Architect to the Owner. The recommendation and approval of the Owner must be made in writing.

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

6.4 Additional Submissions

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

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

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

**ARTICLE 7 - PERFORMANCE & PAYMENT BONDS**

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

7.2 Time of Delivery and Form of Bond

7.2.1 The Bidder shall deliver the required bond to the Owner simultaneous with the execution of the contract.

7.2.2 Bond shall be in form furnished by the Calcasieu Parish School Board, entitled Performance & Payment Bond, a copy of which is included in the Bid Documents.

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

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

8.1 Form to be Used

8.1.1 Form of the contract to be used shall be furnished by Calcasieu Parish School Board, a copy of which is included in the Bid Documents.

8.2 Award

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

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

8.2.3 When a project is financed either partially or entirely with School Board bonds, the award of a contract is contingent upon the sale of bonds by the School Board. The School Board shall incur no obligation to the Contractor until the Contract between the Owner and Contractor is duly executed.
ARTICLE 9 - COMPLETION TIME & LIQUIDATED DAMAGES

9.1 The completion of the contract must be as stated below, subject to such extensions as may be granted under Paragraph 8.3, Delays and Extensions of Time: in the General Conditions and the Supplementary Conditions, or the Contractor will be subject to pay to the Owner Liquidated Damages in the amount of One Hundred Fifty ($150.00) per calendar day. Time is of the essence in performance of this Contract and satisfactory completion of this Project.

9.2 Bidder acknowledges that all phases of the Project shall be Substantially Complete in 90 calendar days from receipt of written Notice to Proceed from Owner.

ARTICLE 10 - BUILDING MATERIAL EXCLUSIONS

10.1 All building materials shall be free of asbestos.

10.2 All plumbing materials shall be free of lead.

10.3 All paints shall be free of lead.

10.4 All contractors should use the least hazardous materials on all jobs. Material Safety Data Sheets (MSDS) shall be given to the Owner on all materials used.

ARTICLE 11 - PRE-BID CONFERENCE

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

11.2 Any revision of the Bid Documents made as a result of the pre-bid conference shall not be valid unless included in an Addendum issued in accordance with Paragraph 3.4 of the Instructions to Bidders.
ARTICLE 12 - APPLICABILITY

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

ARTICLE 13 - FEDERALLY FUNDED PROJECTS

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

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 The Contractor shall repair, replace or pay for the relocation of telephones and wiring, fire alarms, intercoms, bells, TV cable, security system, wiring and equipment and any other cable type installation that may be damaged, cut or removed during the construction.

14.2 The Contractor will be responsible for the removal, reinstallation and/or relocation of any playground equipment that needs to be moved due to construction.

14.3 The Calcasieu Parish School Board is hereby recognized as a statutory employer of Contractor’s employees, including but not limited to Contractor’s direct employees, immediate employees, and statutory employees. This contract recognizes the existence of a statutory employer relationship between Calcasieu Parish School Board and Contractor in accord with Act 315 of 1997.

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

ARTICLE 15 - SALES AND USE TAX EXEMPTION

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

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

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

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

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

End of Instructions to Bidders
LIST OF REQUIRED DOCUMENTS

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

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

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

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

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

END OF SECTION
TO: Calcasieu Parish School Board  
3310 Broad Street, Lake Charles, LA 70615  

BID FOR: Hurricane Laura Damages Restoration Project:  
Iowa High School – Repairs to Baseball/Softball Field  
Phase I, HL-026-05  
401 W. Miller Ave. Iowa, LA 70647

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Moss Architects, Inc. 3221 Ryan Street Suite B Lake Charles, LA 70601 and dated: June 2021

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

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

Dollars ($__________)

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

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

N/A

Dollars ($__________)

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

N/A

Dollars ($__________)

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

N/A

Dollars ($__________)

NAME OF BIDDER: __________________________________________

ADDRESS OF BIDDER: _______________________________________

LOUISIANA CONTRACTOR’S LICENSE NUMBER:  
________________________________________

NAME OF AUTHORIZED SIGNATORY OF BIDDER:  
________________________________________

TITLE OF AUTHORIZED SIGNATORY OF BIDDER:  
________________________________________

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **:  
________________________________________

DATE: ______________________

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

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

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

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

PROJECT NAME: Iowa High School – Repairs to Baseball/Softball Field Phase I
HL-026-05

LOCATION: 401 W Miller Ave.
Iowa, LA 70647

Date: ______________________

KNOW ALL MEN BY THESE PRESENTS:

That ______________________ of ______________________, as Principal,

and ______________________, as Surety,

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

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

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

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

Iowa High School-Repairs to Football Stadium
HL-026-04

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall,
within such time as may be specified, enter into the Contract in writing and give a good and sufficient
bond to secure the performance of the terms and conditions of the Contract with surety acceptable to
the Obligee, then this obligation shall be void; otherwise, this obligation shall become due and payable.

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

BY: ___________________________           BY: ___________________________
PRINCIPAL (BIDDER)                      SURETY

BY: ___________________________           BY: ___________________________
AUTHORIZED OFFICER-OWNER-PARTNER        AGENT OR ATTORNEY-IN-FACT (SEAL)

DATE: ___________________________        DATE: ___________________________

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

PROJECT NAME: Iowa High School – Repairs to Baseball/Softball Field Phase I
HL-026-05

LOCATION: 401 W Miller Ave
Iowa, LA 70647

BE IT RESOLVED that ___________________________________________________________,

Officer / Owner of _____________________________________________________________,

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

Company Name: ________________________________________________________________

____________________________________________________________________________

Name of Officer/Owner

____________________________________________________________________________

Title of Officer/Owner

____________________________________________________________________________

Signature

SWORN TO AND SUBSCRIBED before me this __________________day of ____________________, 20____, in Lake Charles, Louisiana.

____________________________________________________________________________

Notary Public

My Commission Expires __________________

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

CPSB HL Resolution 210216
CPSB NON-COLLUSION AFFIDAVIT

PROJECT NAME: Iowa High School – Repairs to Baseball/Softball Field Phase I
HL-026-05

LOCATION: 401 W Miller Ave
Iowa, LA 70647

Appraiser does hereby attest that:

(1) Bidder is ___________________________ of ________________________________, the Bidder that has submitted the above referenced Bid:

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

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

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

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

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

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

_________________________________________
Notary Public

My Commission Expires .
SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING
NON-COLLUSION AFFIDAVIT

PROJECT NAME: Iowa High School – Repairs to Baseball/Softball Field - Phase I
HL-026-05

LOCATION: 401 W Miller Ave.
Iowa, LA 70647

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

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

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

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

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

__________________________________________

Notary Public

My Commission Expires .

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING
VERIFICATION OF EMPLOYEES AFFIDAVIT -

PROJECT NAME: Iowa High School – Repairs to Baseball/Softball Field Phase I

HL-026-05

LOCATION: 401 W Miller Ave.
Iowa, LA 70647

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

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

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

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

NAME OF BIDDER ___________________________ NAME OF AUTHORIZED SIGNATORY OF BIDDER ___________________________

DATE ___________________________ TITLE OF AUTHORIZED SIGNATORY OF BIDDER ___________________________

________________________________________
SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SWORN TO AND SUBSCRIBED before me this ___________________________ day of ___________________________.

20____, in Lake Charles, Louisiana.

________________________________________
Notary Public

My Commission Expires .

SUBMIT THIS FORM TO Owner WITHIN TEN (10) DAYS AFTER BID OPENING
ATTESTATION - PAST CRIMINAL CONVICTIONS OF BIDDERS

PROJECT NAME: Iowa High School – Repairs to Baseball/Softball Field Phase I HL-026-05

LOCATION: 401 W Miller Ave.
Iowa, LA 70647

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

In accordance with the requirements of Louisiana Revised Statute 38:2227:

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

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

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SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING
CERTIFICATION REGARDING UNPAID WORKER’S COMPENSATION INSURANCE

PROJECT NAME: Iowa High School – Repairs to Baseball/Softball Field Phase I
   HL-026-05

LOCATION: 401 W Miller Ave.
           Iowa, LA 70647

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

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

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

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING
# SUBCONTRACTOR APPROVAL LIST

**PROJECT NAME:** Iowa High School – Repairs to Baseball/Softball Field Phase I  
**PROJECT NUMBER:** HL-026-05  
**LOCATION:** 401 W Miller Ave. Iowa, LA 70647

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<th>WORK DESCRIPTION</th>
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Page _____ of _____
CONTRACT BETWEEN OWNER & CONTRACTOR

and

PERFORMANCE & PAYMENT BOND

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

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

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

<< Insert Project Name >>
<< HL-XXX-XXX >>

in strict accordance with the Contract Documents prepared by:

<< insert name and address of Architect >>

It is recognized by the parties herein that said Contract Documents, including by way of example and not of limitation, the Drawings and Specifications, dated << insert date of Contract Documents >>, Addenda << # of Addenda >>, the Instructions To Bidders, the Bid Form, the General Conditions Of The Contract For Construction, the Supplementary Conditions, any Addenda thereto, and the Federal Contract Clauses attached as Exhibit A (8 pages), impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference, with the same force and effect as though said Construction Documents were herein set out in full.
Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner, and shall be completed within <<insert Contract Time>> consecutive calendar days from and after the said date. Time is of the essence.

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

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

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

Provided, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract, or any other forbearance on the part of either the Owner of the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions, or other forbearance being hereby waived.
In witness hereof, the parties herein on the day and year first written above have executed this agreement in six (6) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

________________________
CONTRACTOR

By: ______________________

Title

________________________
Calcasieu Parish School Board
OWNER

By: ______________________

Title

________________________
SURETY

By: ______________________

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

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

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

3. **Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms**
Owner encourages participation from small, minority-owned, women-owned, and labor surplus area business. Incorporation of these types of firms into the project team is encouraged. Additionally, prime contracts are required, if subcontracts are to be let, to take the following affirmative steps 1 through 5 of this section.

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

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

   (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

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

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

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

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

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

5. Clean Water Act & Federal Water Pollution Control Act
   The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the
use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

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

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

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

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

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

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

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

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

8. Suspension and Debarment
Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

10. Record Retention, Record Ownership, & Access to Records
The Contractor shall maintain all records in relation to this Agreement for a period of at least five (5) years after final payment.

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

11. No Obligation by Federal Government
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

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

_During the performance of this contract, the contractor agrees as follows:_

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

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

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

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

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

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

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

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

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

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

b. Meeting contract performance requirements; or

c. At a reasonable price.

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

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

The following access to records requirements apply to this contract:

a. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and
records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

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

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

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

17. No Obligation by Federal Government
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

18. Program Fraud and False or Fraudulent Statements or Related Acts
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

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

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

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

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

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

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

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

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

____________________________________________
Signature of Contractor’s Authorized Representative

____________________________________________
Name and Title of Contractor’s Authorized Representative

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

Calcasieu Parish School Board   Hurricane Laura Damages Restoration Program

THE OWNER:
(Name, legal status and address)

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

THE ARCHITECT:
(Name, legal status and address)

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

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

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

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

TABLE OF ARTICLES

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

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

Acceptance of Nonconforming Work
9.6.6, 9.9.3, 12.3
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, 13.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6
Administration of the Contract
3.1.3, 4.2, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, 15.4
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect’s Additional Services and Expenses
2.5, 12.2.1.1, 13.4.2, 13.4.3, 14.2.4
Architect’s Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect’s Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect’s Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect’s Copyright
1.1.7, 1.5
Architect’s Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect’s Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect’s Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect’s Interpretations
4.2.11, 4.2.12
Architect’s Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect’s Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect’s Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys’ Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3

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User Notes:
Contractor, Definition of
3.1, 6.1.2

Contractor’s Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor’s Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor’s Liability Insurance
11.1

Contractor’s Relationship with Separate Contractors and Owner’s Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor’s Relationship with Subcontractors
1.2.2, 2.2.4, 3.2.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor’s Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7.8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor’s Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 8.3.3, 9.8.2

Contractor’s Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor’s Review of Contract Documents
3.2

Contractor’s Right to Stop the Work
2.2.2, 9.7

Contractor’s Right to Terminate the Contract
14.1

Contractor’s Submittals

Contractor’s Superintendent
3.9, 10.2.6

Contractor’s Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11

Copyrights
1.5, 3.17

Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents
1.2

Cost, Definition of
7.3.4

Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of 8.1.2

Date of Substantial Completion, Definition of
8.1.3

Day, Definition of
8.1.4

Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5, 9.6.7, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Digital Data Use and Transmission
1.7

Disputes
6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site
3.11

Drawings, Definition of
1.1.5

Drawings and Specifications, Use and Ownership of
3.11

Effective Date of Insurance
8.2.2

Emergencies
10.4, 14.1.1.2, 15.1.5

Employees, Contractor’s
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(Find Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner’s
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, 10.3
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor’s Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner’s Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, 10.3
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic’s Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.2.1, 4.2.9, 5.2.1, 7, 8.2.2, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, 12.3
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 2.3.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor’s
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the Owner
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.4.1, 15.1.4
Owner’s Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner’s Insurance
11.2
Owner’s Relationship with Subcontractors
1.1.2, 5.2.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner’s Right to Carry Out the Work
2.5, 14.2.2
Owner’s Right to Clean Up
6.3
Owner’s Right to Perform Construction and to Award Separate Contracts
6.1
Owner’s Right to Stop the Work
2.4
Owner’s Right to Suspend the Work
14.3
Owner’s Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, 9.9
Patenting, Cutting and Patching
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, 11.1.2
Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Permits, Fees, Notices and Compliance with Laws
2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
Polychlorinated Biphenyl
10.3.1

**Product Data, Definition of**
3.12.2

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

**Progress and Completion**
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

**Progress Payments**
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

**Project, Definition of**
1.1.4

**Project Representatives**
4.2.10

**Property Insurance**
10.2.5, 11.2

**Proposal Requirements**
1.1.1

**PROTECTION OF PERSONS AND PROPERTY**
10

**Regulations and Laws**
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

**Rejection of Work**
4.2.6, 12.2.1

**Releases and Waivers of Liens**
9.3.1, 9.10.2

**Representations**
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

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

**Review of Contractor’s Submittals by Owner and Architect**
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

**Review of Shop Drawings, Product Data and Samples by Contractor**
3.12

**Rights and Remedies**
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3, 14, 15.4

**Royalties, Patents and Copyrights**
3.17

**Rules and Notices for Arbitration**
15.4.1

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

**Safety Precautions and Programs**
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

**Samples, Definition of**
3.12.3

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

**Samples at the Site, Documents and**
3.11

**Schedule of Values**
9.2, 9.3.1

**Schedules, Construction**
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

**Separate Contracts and Contractors**
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

**Separate Contractors, Definition of**
6.1.1

**Shop Drawings, Definition of**
3.12.1

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

**Site, Use of**
3.13, 6.1.1, 6.2.1

**Site Inspections**
3.2.2, 3.3.3, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

**Site Visits, Architect’s**
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

**Special Inspections and Testing**
4.2.6, 12.2.1, 13.4

**Specifications, Definition of**
1.1.6

**Specifications**
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

**Statute of Limitations**
15.1.2, 15.4.1.1

**Stopping the Work**
2.2.2, 2.4, 9.7, 10.3, 14.1

**Storied Materials**
6.2.1, 9.3.2, 10.2.1.2, 10.2.4

**Subcontractor, Definition of**
5.1.1

**SUBCONTRACTORS**
5

**Subcontractors, Work by**
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 9.3.1.2, 9.6.7

**Subcontractual Relations**
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

**Submittals**
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3

**Submittal Schedule**
3.10.2, 3.12.5, 4.2.7

**Subrogation, Waivers of**
6.1.1, 11.3

**Substances, Hazardous**
10.3

**Substantial Completion**
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, 15.1.7
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.3
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1
ARTICLE 1     GENERAL PROVISIONS

§ 1.1 Basic Definitions

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

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

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

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

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

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

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

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

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and
In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Contract.

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

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

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

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

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

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

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

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

§ 1.7 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Article 2 deleted)

ARTICLE 2 OWNER

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

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

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees,
Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or
on behalf of, the Contractor or any of its Subcontractors. Contractor shall strenuously enforce campus security
requirements and ensure compliance with Work Area limits defined on drawings. Contractor shall immediately honor any requests from Owner or Architect to temporarily interrupt Work due to excessive noise, dust or vibrations, at no additional expense to Owner.

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

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

§ 3.4.2 Not Used.

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

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

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

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

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

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

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

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

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

(Paragraphs deleted)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Contractor shall strenuously enforce campus security requirements and ensure compliance with Work Area limits defined on drawings. Contractor is responsible for security of Work Area(s) and other portions of site in use by Contractor related to the Work. Contractor shall not interfere in any way with routine campus operations when working on occupied campuses, including parking lots, drives and roads required for
vehicle and bus access and egress. Contractor and any entity for which Contractor is responsible shall not erect or post any sign on the Project site without the prior written consent of Owner.

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

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

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

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

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

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

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

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts.
ARTICLE 4  ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect’s action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or...
§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4. The Architect will monitor Change Order activity and advise Contractor to record Change Orders whenever required by La. R.S. 38:2192.

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

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

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

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

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

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

ARTICLE 5   SUBCONTRACTORS

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

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

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

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

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

(Paragraph deleted)

§ 5.3 Subcontractual Relations

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

§ 5.4 Not Used.

(Paragraphs deleted)

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction
§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner’s Right to Clean Up

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

ARTICLE 7   CHANGES IN THE WORK

§ 7.1 General

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

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

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

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

§ 7.1.4.1 Fixed job site overhead cost itemized with documentation to support daily rates.
§ 7.1.4.2 Bond Premium Rate with supporting information from the General Contractor’s carrier.

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

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

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

§ 7.2 Change Orders

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

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

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

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

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

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

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

§ 7.2.3 Overhead and Profit - The Contractor and Subcontractor shall be due home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 16% of the direct cost of any portion of Work. The credit to the Owner resulting from a change in the Work shall be the sum of those items above, including overhead and profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit shall be computed for credits to the Owner and extras to the Contractor. The Owner shall receive full credit for the computed overhead and profit on credit change order items.
§ 7.2.4 The cost to the Owner resulting from a change in the Work shall be the sum of: Cost of the Work (as defined at Section 7.2.2) and Overhead and Profit (as defined at Section 7.2.3), and shall be computed as follows:

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

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

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

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

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

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

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

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

a) substantiates claimed quantities actually purchased;

b) substantiates claimed unit costs actually paid;

c) substantiates claimed costs actually paid for equipment usage.

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

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

(Paragraph deleted)

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

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

§ 7.2.8.1 Salaries or other compensation of the Contractor’s personnel at the Contractor’s principal office and branch offices.
§ 7.2.8.2 Any part of the Contractor’s capital expenses, including interest on the Contractor’s capital employed for the Work.

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

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

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

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

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods, but not to exceed a specified amount:
  .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
  .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  .4 As provided in Section 7.3.4.
  .5 For any item submitted under this Section to determine adjustments to Contract Sum, the Contractor shall keep and present copies of actual paid invoices, and/or other such documentation as Owner or Architect may require, that:
    a) substantiates claimed quantities actually purchased;
    b) substantiates claimed unit costs actually paid;
    c) substantiates claimed costs actually paid for equipment usage.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
  .1 Costs of labor, including social security, old age and employment insurance, applicable payroll taxes, and workers’ compensation insurance;
  .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
  .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
  .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
  .5 Costs of supervision and field office personnel directly attributable to the change.
§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

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

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

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

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

ARTICLE 8  TIME
§ 8.1 Definitions
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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

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

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

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

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

§ 8.2.2 Not Used.

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

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION
§ 9.1 Contract Sum
§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

(Paragraph deleted)
§ 9.2 Schedule of Values
At the Pre-Construction Conference, the Contractor shall submit to the Owner and the Architect a Schedule of Values prepared as follows:

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

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

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

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

§ 9.3.1.2 Projects with Contract price of $500,000.00, or more – 5% of the Contract price.
§ 9.3.1.3 No payment shall be made until the revised schedule required by Section 3.10.1 is received.

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
§ 9.5.2 When either party disputes the Architect’s decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

(Paragraph deleted)

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

§ 9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner for the following:
  .1 Claims, security interests, or encumbrances arising out of the Contract and unsettled;
  .2 Failure of the Work to comply with the requirements of the Contract Documents irrespective of when such failure is discovered;
  .3 Terms of special warranties required by the Contract Documents; or
  .4 Audits performed by the Owner, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY
§ 10.1 Safety Precautions and Programs
The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property
§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to
  .1 employees on the Work and other persons who may be affected thereby;
  .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
  .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor’s organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor’s superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.4 Emergencies
In an emergency affecting the safety of persons or property, the Contractor shall notify the Owner and Architect immediately of the emergency, simultaneously acting at his discretion to prevent damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Article 15 and Article 7.
ARTICLE 11  INSURANCE AND BONDS  
NOTE: The following Article 11 contemplates Owner using a custom Owner-Contractor Agreement; AIA Document A101-2017 Exhibit A is not part of these documents.

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

(Paragraphs deleted)

§ 11.2 Minimum Scope and Limits of Insurance

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

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

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

<table>
<thead>
<tr>
<th>Type of Construction</th>
<th>Projects up to $1,000,000</th>
<th>Projects over $1,000,000 up to $10,000,000</th>
<th>Projects over $10,000,000</th>
</tr>
</thead>
</table>
| New Buildings:
  Each Occurrence      | $1,000,000                | $2,000,000                                  | $4,000,000                |
| Per Project Aggregate| $2,000,000                | $4,000,000                                  | $8,000,000                |
| Renovations:          |                           |                                             |                           |
| The building(s) value for the Project is $____. |
| Each Occurrence      | $1,000,000**              | $2,000,000**                                | $4,000,000**              |
| Per Project Aggregate| 2 times per occur limit** | 2 times per occur limit**                   | 2 times per occur limit** |

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

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

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

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

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

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

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

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

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

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

§ 11.3.1.1 Worker’s Compensation and Employers Liability Coverage
§ 11.3.1.1.1 To the fullest allowed by law, the insurer shall agree to waive all rights of subrogation against the Owner, its officers, agents, employees and volunteers for losses arising from Work performed by the Contractor for the Owner.
§ 11.3.1.2 Commercial General Liability Coverage

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Paragraphs deleted)

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

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

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

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

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
ARTICLE 12  UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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

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

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

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

ARTICLE 13 MISCELLANEOUS PROVISIONS
§ 13.1 Governing Law
The Contract shall be governed by the law of the place where the Project is located.

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

(Paragraph deleted)

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

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

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

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

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or
approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner’s expense.

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

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

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

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

(Article deleted)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

(Paragraph deleted)

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

.5 failure to complete the punch list within the lien period as provided in 9.8.7.
§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15  CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes...
and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Month</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>11</td>
</tr>
<tr>
<td>February</td>
<td>10</td>
</tr>
<tr>
<td>March</td>
<td>8</td>
</tr>
<tr>
<td>April</td>
<td>7</td>
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<tr>
<td>May</td>
<td>5</td>
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<tr>
<td>July</td>
<td>6</td>
</tr>
<tr>
<td>August</td>
<td>5</td>
</tr>
<tr>
<td>September</td>
<td>4</td>
</tr>
<tr>
<td>October</td>
<td>3</td>
</tr>
<tr>
<td>November</td>
<td>5</td>
</tr>
</tbody>
</table>
June 6 days December 8 days

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

Note: Contract is on a calendar day basis.

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

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

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

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

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

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

§ 15.2.6 Not Used.

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

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

Change Order No.: << CO number >>
Date: << date >>
Contract Date: << Contract Date >>

Project No.: HL-XXX-XX
Project Name: Calcasieu Parish School Board
Hurricane Laura Damages Restoration Program

To: << Contractor >>
<< address 1 >>
<< address 2 >>

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

The Original Contract Sum $ ###,###.##
Net Change by Previous Change Order $ ###,###.##
Contract Sum Prior to this Change Order $ ###,###.##
Contract Sum will be____________ by this Change Order $ ###,###.##
New Contract Sum Including this Change Order $ ###,###.##

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

RECOMMENDED ACCEPTED APPROVED
<< Architect >> << Contractor >> Calcasieu Parish School Board
(DESIGNER) (CONTRACTOR) (OWNER)

P. O. Box 800
Lake Charles, LA

By: ________________________ By: ________________________ By: ________________________
Dated: ____________________ Dated: ____________________ Dated: ____________________
APPLICATION FOR PAYMENT DOCUMENTS

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

Samples not included.

Application for Payment:

With:

Continuation Sheet:

Both prepared in accordance with their published Instructions.

END OF SECTION
**BENEFICIAL OCCUPANCY**

* Not for Recordation *

Dated:  << date >>

Project No.:  HL-XXX-XXX

Project Name:  Calcasieu Parish School Board
Hurricane Laura Damages Restoration Program

Architect:  << Architect >>
<< address 1 >>
<< address 2 >>

Contractor:  << Contractor >>
<< address 1 >>
<< address 2 >>

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

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

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

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

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

Portion(s) Occupied:  << describe portions of Project >>
Date Occupied:  << insert date of Beneficial Occupancy >>

Warranty Items Covered by Occupancy (See attached list).
Punch List: Attached, dated __________________________
(If not applicable, indicate “N/A”)
Punch List Value $ ____________________

Accepted by:

___________________________________________
**Architect**
<< Architect >>

___________________________________________
**Contractor**
<< Contractor >>

___________________________________________
**Owner**
Calcasieu Parish School Board

* Not For Recordation *
RECOMMENDATION OF ACCEPTANCE

Dated: << date >>
Project No.: HL-XXX-XXX
Project Name: Calcasieu Parish School Board
              Hurricane Laura Damages Restoration Program
              XXXXXXXXXXXXXXXX
Architect: << Architect >>
          << address 1 >>
          << address 2 >>
Contractor: << Contractor >>
           << address 1 >>
           << address 2 >>
Owner: Calcasieu Parish School Board
       3310 Broad Street
       Lake Charles, LA 70615

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

Date of Acceptance by Architect: << date >>
Contract Date of Completion: << date >>
Number of Days Overrun / Underrun: << days >>
Liquidated Damages Per Day Stipulated in Contract: << $ XXX.XX >>
Value of Punch List (Itemized List Attached): << $ XXX.XX >>
Was Part of the Project Occupied Prior To Acceptance: Yes / No
Portion Occupied: Not Applicable (Attach Beneficial Occupancy Forms)

Accepted: << Architect >>

For Use By Owner:
I concur in the Acceptance of this project: _________________________________
Calcasieu Parish School Board
States government, or an agency, board, commission, or instrumentality of the State of Louisiana or its political subdivisions, including parishes, municipalities and school boards, does hereby designate the following contractor as its agent for the purpose of making sales tax exempt purchases on behalf of the governmental body:

<table>
<thead>
<tr>
<th>Name of Contractor</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Construction Project</th>
<th>Contract Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This designation and acceptance of agency is effective for the period:

<table>
<thead>
<tr>
<th>Beginning Date (mm/dd/yyyy)</th>
<th>End Date (mm/dd/yyyy)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

This designation of agency form, when properly executed by both the contractor and the governmental entity, shall serve as evidence of the sales tax exempt status that has been conferred onto the contractor. No other exemption certificate form is necessary to claim exemption from sales taxes. The agency agreement evidenced by this sales tax exemption certificate must be implemented at the time of contract execution with the governmental entity. The contract between the governmental entity and his agent must contain provisions to authenticate the conferment of agency.
PART 1 - GENERAL

1.1 WORK DESCRIPTION

A. The Work as defined in the General Conditions and described in the Contract Documents prepared by the Architect is summarized as follows:

IOWA HIGH SCHOOL HURRICANE LAURA REPAIRS
REPAIRS TO BASEBALL/SOFTBALL FIELD PHASE I
IOWA HIGH SCHOOL- IOWA, LA

B. Base Bid:

- New direct burial concrete light poles with LED light fixtures.
- New chain link fencing and new metal wall panel fencing
- Straighten and paint existing foul poles

1.2 RELATED WORK NOT IN CONTRACT (N.I.C.)

A. Items “Not in Contract” are specifically marked NIC or N.I.C.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 011000
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PART 1 - GENERAL

1.1 ALLOWANCES

A. The cash allowances enumerated below include labor, materials, equipment, and all appurtenances required for complete installation.

   1. Contingency: $15,000 Ten thousand dollars shall include all OH, Profit, Insurance, Labor burden, etc. Contingency shall be used as directed and approved by Architect with Owner’s approval.

PART 2 - PRODUCTS (Not Applicable)

1.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 012100
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PART 1 - GENERAL

1.1 LIMITATIONS ON USE OF THE SITE

A. Schedule deliveries to minimize space and time requirements for storage, materials and equipment on site.

B. Notify Owner one week in advance if any utilities or existing building functions are to be disrupted. This shall include the following:
   1. Excessive noise and/or vibration
   2. Site circulation disruptions

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 PRE-CONSTRUCTION CONFERENCE

A. After notification that the Contract has been executed, the Architect shall arrange with the Owner and Contractor and conduct a pre-construction conference to be held at the project site. The Contractor shall be responsible to see that his principal subcontractors are in attendance and shall furnish to the Architect and the Owner the following:
   1. Schedule of Values.
   2. Construction Schedule, indicating start and finish dates for all Phases.
   3. Names, phone numbers, and email addresses of all contact personnel.
   4. Bond premium and insurance rates with supporting information from the General Contractor’s carrier.

3.2 GENERAL INSTALLATION PROVISIONS

A. Pre-Installation Conference: Contractor will hold a pre-installation meeting at the project site well before installation of each unit of work which requires coordination of other work. Installer and representatives of the manufacturers and fabricators who are involved in or affected by that area of work or its coordination and integration with other work shall attend this meeting. Advise the Architect of scheduled meeting dates.

B. Installer’s Inspection of Conditions: Require the installer of each major unit of work to inspect the substrate to receive work and conditions under which the work is to be performed.

   1. Installer’s commencement of work indicates contractor’s acceptance of the substrate as being suitable for his work.
C. Recheck measurements and dimensions of the work as the integral step of starting installation.

3.3 MONTHLY MEETINGS

A. The Contractor shall attend a monthly meeting at the project site with a representative of the Owner and the Architect. The purpose of the meetings will be coordination of scheduling as well as to provide information as to the status of the construction.

3.4 CONTRACTOR IDENTIFICATION

A. If physical isolation from students of the Work Area(s) by fencing is not achievable, CPSB badges must be obtained by Contractor prior to commencing work. For such projects, Contractor and subs will be required to submit list of personnel and digital photo for each for CPSB to create badges.

All Contractor and subcontractor personnel wear company badges and/or uniform shirts and/or similar apparel that identifies their employer whenever they are on-site.

END OF SECTION 013100
PART 1 - GENERAL

1.1 CONTRACTOR RESPONSIBILITIES

A. Deliver submittals to: Moss Architects, Inc., 3221 Ryan Street, Suite B, Lake Charles, Louisiana 70601, (337) 433-8166 or submittals may be emailed electronically.

B. No submittal will be reviewed by Architect until it has been thoroughly reviewed and stamped by Contractor and all coordination with specific project has been marked or noted.

C. Transmit each item identifying project, contractor, subcontractor, major supplier, pertinent drawing sheet and detail number and specification section number, as appropriate. Notify the Architect in writing, at time of submission, of any deviations in the submittals from requirements of the Contract Documents. Provide space for Contractor and Architect review stamps.

1. Fax transmittals are not acceptable without prior approval.

D. Coordinate each submittal with requirements of the work and of the contract documents.

E. Do not begin with fabrication of work which requires submittals until return of submittals from Architect with indication that no exception is taken.

F. After Architect review of submittal, revise and resubmit as required, identifying changes made since previous submittal.

G. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

H. Architect’s checking of shop drawings, submittals, and samples is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Architect’s review does not relieve Contractor of his responsibilities.

1. Contractor is responsible for dimensions which shall be confirmed and correlated at the job site.
2. Contractor is responsible for fabrication processes and techniques of construction.
3. Contractor is responsible for coordination of the work of all the trades, and for the satisfactory performance of all of the work.

1.2 ARCHITECT’S DUTIES

A. Review submittals with reasonable promptness and in accordance with schedule.
B. Affix stamp with initials or signature and indicate either requirements for re- submittal or note that no acceptance is taken to submittal.

C. Return submittals to Contractor for distribution or for resubmission.

1.3 SUBMITTALS

A. Construction Progress Schedule

1. After receipt of Notice to Proceed and before commencement of construction, submit Construction Progress Schedule to Architect. After review by Architect revise and resubmit as required. Submit revised Schedule with each Application for Payment, reflecting changes since previous submittal.

2. Comply with Progress Schedule for submittals related to work progress. Coordinate submittal of related items.

3. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Show projected percentage of completion for each item of Work as of time of each progress Application of Payment.

4. Show submittal dates required for Shop Drawings, Product Data, and Samples, and Product delivery dates, including those furnished by Owner and those under Allowances.

B. Schedule of Values

1. Submit Schedule of Values in duplicate within 10 days after award of contract. After review by Architect revise and resubmit as required. Submit revised schedule with each application for payment, reflecting changes since previous submittal.

2. Submit typed Schedule on AIA Form G703; Contractor’s standard form or media driven printout will be considered upon request.

3. Format: Table of Contents of this Project Manual. Identify each item with number and title of the major specification sections.

4. Include in each line item amount of allowances. For unit cost allowances, give quantities measured from contract documents multiplied by the unit cost equal to the total for each item.

5. Include in each line item a directly proportional amount of Contractor’s overhead and profit.

6. Provide a sub-schedule for each separate stage of work specified.

7. Revise schedule to list change orders for each application for payment.

C. Bond Premium and Insurance Rates:

1. Submit bond premium and insurance rates, as a percentage, with supporting information from insurance carrier.
D. Shop Drawings

1. Review shop drawings prior to submission to determine and verify:
   a. Field construction criteria
   b. Catalog numbers and similar data
   c. Conformance with specifications

2. Before submitting to Architect, submittals shall contain the following:
   a. Date of submission and dates of any previous submissions.
   b. Project title and number.
   c. Contract identification.
   d. Names of Contractor, supplier, and manufacturer.
   e. Identification of the product with the specification section number.
   f. Field dimensions, clearly identified as such.
   g. Relation to adjacent or critical features of the work or materials.
   h. Applicable standards, such as ASTM or Federal Specification numbers.
   i. Identification of deviations from contract documents.
   j. Identification of revisions on re-submittals.
   k. An 8" x 3" blank space for Contractor and Architect stamps.
   l. Contractor’s signed stamp certifying the review of the submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of contract documents.

3. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail schedule or room numbers shown on contract drawings.

4. Submission Requirements for Shop Drawings:
   a. Make submittals promptly in accordance with approved schedule and in such sequence as to cause no delay in the work or in the work of any other contractor.
   b. Submittals may be made either by hard copy or electronic. If submitting hard copy, submit three (3) copies for Architectural and (5) copies for Engineering submittals.

5. If the Contractor has failed to complete the review as outlined above, the shop drawings will be returned to the Contractor without a review from the Architect or Engineer. Any delay to the contract time will be the responsibility of the Contractor.

6. Resubmission Requirements for Shop Drawings:
   a. Make any corrections or changes in the submittals required by the Architect and resubmit until no exception is taken.
   b. Indicate any changes which have been made other than those required by the Architect.
E. Product Data

1. Preparation:
   a. Clearly mark each copy to identify pertinent products or models.
   b. Show performance characteristics and capacities.
   c. Show dimensions and clearances required.
   d. Show wiring or piping diagrams and controls.

2. Manufacturer’s standard schematic drawings and diagrams:
   a. Modify drawings and diagrams to delete information which is not applicable to the Work.
   b. Supplement standard information to provide information specifically applicable to the work.

3. Submission Requirements for Product Data:
   a. Make submittals promptly in accordance with approved schedule and in such sequence as to cause no delay in the work or in the work of any other contractor.
   b. Submit three (3) copies.

4. Resubmission Requirements for Product Data
   a. Make any corrections or changes in the submittals required by the Architect and resubmit until no exception is taken.
   b. Indicate any changes which have been made other than those requested by the Architect.

F. Samples

1. Office samples shall be of sufficient size and quantity to clearly illustrate:
   a. Functional characteristics of the product with integrally related parts and attachment devices.
   b. Full range of color, texture and pattern.

2. Field samples and mockups:
   a. Contractor shall erect at the project site at a location acceptable to the Architect.
   b. Size or area: That specified in the respective specification section.
   c. Fabricate each sample and mock-up complete and finished.
   d. Remove mockups at conclusion of Work or when acceptable to the Architect.

3. Submission Requirements for Samples:
   a. Make submittals promptly in accordance with approved schedule and in such sequence as to cause no delay in the work or in the work of any other contractor.
   b. Number of samples required: Submit the number stated in each specification section.

4. Resubmission Requirements for Samples:
a. Make any corrections or changes in the submittals required by the Architect and resubmit until no exception is taken.
b. Submit new samples as required for initial submittal.

G. As Built Drawings

1. Contractor shall submit electronic copy of drawings indicating any changes or modifications to existing construction drawings made in the field.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 013300
PART 1 - GENERAL

1.1 CONTRACT DOCUMENTS

A. The Drawings are those encountered in the List of Drawings and identified in the Agreement. The Drawings, in many instances, are schematic and do not define exact locations of every part and piece of equipment. Items furnished may vary in dimension from the specific items called for in the Contract Documents. In such cases, determine exact position of each part by "on the job" measurements and drawings from equipment suppliers. Coordinate with other work.

B. Each Specification Section governs the complete work of the title, along with work related to the title, no matter where such work is shown on the drawings or mentioned in the specifications.

1. The outline form is used to omit repetitious use of words or word groups such as: "furnish and install", "Contractor shall", and other similar statements. Such words omitted from the text shall be construed to be included just as if they were repeated each time.

C. The Contractor shall perform all work shown, mentioned or inferred and shall comply with all work restrictions.

D. The Contractor shall perform all work and/or provide all equipment or devices, regardless of where included in the project manual (specifications) or on the construction drawings.

E. Any and all work performed and/or equipment or devices provided shall be complete and operational to satisfy the intent of the contract documents.

1.2 REFERENCE STANDARDS AND INDUSTRY SPECIFICATIONS

A. Any material or operation specified by reference to published Specification of a Manufacturer, a Society, an Association, a Code, or other published Standard, shall comply with requirements of the listed document which is current and has been officially published on date of receipt of bids. In case of a conflict between referenced document and contract documents, or between referenced documents, the one having more stringent requirements shall govern.

B. The Contractor, when requested, shall furnish a sworn affidavit from the manufacturer certifying that materials and manufactured products delivered to the job meet requirements specified. However, such affidavit shall not relieve the Contractor for responsibility of complying with any added requirements of Contract Documents.

C. A list of abbreviations for names of technical societies, organizations, and agencies referenced in the Contract Documents is available from the Architect.

END OF SECTION 014200
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. General: Provisions of this Section simplify and do not modify provisions of the General Conditions.

1. This section specifies temporary services and facilities, including utilities, construction and support facilities, security and protection.

2. Unless indicated to be optional, temporary services and facilities are Contract requirements.

1.3 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:

1. Building Code requirements.
2. Health and safety regulations.
3. Utility company regulations.
4. Police, Fire Department and Rescue Squad rules.
5. Environmental protection regulations.

B. Inspections: Arrange for authorities having jurisdiction to inspect and test temporary utilities before use. Obtain required certifications and permits.

1.4 PROJECT CONDITIONS

A. Familiarity with Site: It is understood that prior to bidding the Contractor became familiar with the conditions existing at the site, and accepts the site and access conditions as they are.

B. Temporary Facilities: Contractor shall arrange and pay for all utilities required for construction and testing purposes until such time after project is substantially complete and/or Owner takes possession of building. Provide adequate water, electric power and light, temporary heat and cooling as required for proper execution, inspection and testing of the work.
C. Conditions of Use: Keep temporary services and facilities clean and neat. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities or permit them to interfere with progress. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist. Do not obstruct means of access and emergency egress.

D. Use of Site: The Contractor and subcontractors shall locate offices, materials storage, equipment storage and maintenance area, and similar major facilities in permitted areas which do not interfere with operations required under the Contract and operations by the Owner and Owner’s separate contractors.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new or undamaged previously used materials and equipment in serviceable condition. Provide material and equipment suitable for the use intended.

B. Temporary Structures: If necessary, for protection of materials and equipment, provide prefabricated or mobile units or similar job-built construction with lockable entrances, and serviceable finishes. Provide units on foundations adequate to distribute loads safely and avoid damage to supporting structure.

C. First Aid Supplies: Comply with governing regulations.

D. Fire Extinguishers: Provide hand-carried, portable fire extinguishers. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure. Comply with specific requirements of other Sections, such as metal work and roofing.

PART 3 - EXECUTION

3.1 GENERAL

A. Temporary Facilities: Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work and continuing use of the building. Relocate and modify facilities as necessary for properly performing the work.

B. Duration of Use: Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.
C. Use of Permanent Facilities: Subject to approval by the Owner, permanent items (lights, air handling equipment, electric distribution system, and similar facilities) may be utilized by the Contractor to replace temporary facilities. Contractor shall be responsible for proper operation and maintenance of permanent facilities which are used during the construction period, and shall repair or replace all damaged components, restore consumable supplies and clean interior and exterior surfaces before Substantial Completion.

1. Comply with manufacturer’s instructions for operation and maintenance.
2. Provide temporary throwaway type filters for air handling equipment; change filter as needed, but not less often than every 4 weeks. Do not operate air-handling equipment without filters.
3. Comply with final cleaning requirements specified in Section 017700.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Water and electric power for construction purposes will be available to the Contractor from existing municipal or parish distribution systems. Contractor shall be responsible for determining connection points. At conclusion of temporary use, Contractor shall restore connection points to original condition, or better. New in-service outlets and fixtures in construction areas may be utilized; item damages as a result of use for construction purposes shall be replaced with new ones. Contractor is responsible for coordinating and verifying all existing access points to utilities for temporary services with utility companies.

B. Water Service:

1. Contractor shall provide piping, hoses, backflow preventers, valves and other items necessary to conduct water from connection point to the construction location.
2. Contractor shall supervise use of water to prevent waste and prevent damage due to leaking and uncontrolled discharge.
3. Contractor shall provide sanitary drinking supply and paper cups for workers.

C. Electric Power Service:

1. Contractor shall be responsible for determining existing access points for temporary electrical service and verify access points with electric company.
2. Contractor shall coordinate all requirements for temporary service with electric company and pay for any fees associated with temporary service.
3. Contractor shall provide extension cords, wiring, switches, disconnects, fuses, lamps and receptacles, and other items necessary to conduct electricity from connection point to the construction location.
4. Contractor shall supervise use of electricity to prevent waste and prevent injury and damage to the building due to improper and unsafe use, including but not limited to overloading and absence of grounding.
D. Temporary Lighting: Whenever natural light is inadequate and existing or new overhead lighting is not in operation, provide temporary lighting with local switching as necessary for operations under way.

1. Install and operate temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
2. Provide sufficient temporary lighting to ensure proper workmanship. Finishing work will not be permitted in areas that are not adequately lighted.
3. Provide and maintain lights and signs to prevent damage or injury. Keep safety lights burning from dusk to dawn.

E. Sewer: Existing-building sewers may be used for effluent that can be discharged lawfully. If sewers cannot be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off the site in a lawful manner.

3.3 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES

A. General: Locate field offices, storage facilities and other temporary construction and support facilities for each access and to avoid interference with construction operations and use of the site and building by Owner’s employees and the public.

B. Field Office: Provide temporary office of sufficient size to accommodate activities on the Project site. Keep the office clean and orderly for use for small progress meetings.

1. Equip office, plan desk, and appropriate and necessary tables, chairs, desks, files, office machines and utilities.
2. Keep in office at all times complete sets of Contract Documents and Architect reviewed submittals.
3. Field office, including furniture and equipment, shall remain Contractor’s property and be removed when work is completed.

C. Storage and Fabrication Facilities: Provide storage and fabrication facilities, sized, furnished, and equipped, as deemed necessary by the Contractor to accommodate materials and equipment involved.

1. Shed may be open shelters or fully enclosed spaces.
2. Provide weatherproof coverage for outdoor storage of materials and equipment needing only limited protection.

D. Sanitary Facilities: Contractor shall provide temporary toilets, wash facilities and drinking water for construction workers. Use of building toilet, wash facilities and drinking water fixtures will not be permitted.

1. Comply with regulations and health codes for the operation and maintenance of fixtures and facilities for construction personnel.
2. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each construction facility. Provide covered waste containers for used material.

3. When the premises are occupied, locate temporary facilities where directed by the Owner.

E. Temporary Protection: Provide temporary protection of construction in progress and completed, from damage by other construction operations and misuse. Provide temporary barricades and enclosures as necessary to protect workers and the public from the injury.

1. Provide temporary enclosures for weather protection, as necessary.

2. Adequately cover and protect completed work from traffic and subsequent construction operations.

3. Close opening through roof with load-bearing wood-framed construction or substantial barricades.

F. Temporary Signs: Prepare one (1) project identification sign, 4’ x 8’; install sign in location and with graphic content as directed by the Architect. Support sign on 4" x 4" posts of preservative treated wood or galvanized steel imbedded 3′-0" deep in concrete. Bottom of sign to be approximately 4′ off ground. Do not permit installation of unauthorized signs.

1. Project Identification Sign: Engage an experienced sign company to apply electronic graphics. Sign board shall be fully painted (all sides and edges) with primer and exterior enamel.

2. Temporary Sign: Contractor shall provide signs to provide directional information to construction personnel and visitors, and as necessary for safety and to meet insurance requirements.

3. Verify layout of project identification sign with Architect.

G. Cleaning and Waste Disposal: Keep the construction areas, staging area, and surrounding areas free from accumulation of waste materials and rubbish caused by operations under the Contract.

1. Construction and Staging Areas: Comply with the following requirements in construction and staging areas.

   a. Execute periodic cleaning to maintain premises free from accumulation of waste material and rubbish caused by Project construction operations.

   b. Sprinkle dusty debris with water.

   c. Provide adequate number of containers for collection of waste materials, rubbish and debris.

   d. Remove waste materials, rubbish, debris from the side and dispose of legally.
e. Handle hazardous, dangerous and unsanitary waste materials separately. Do not permit discharge of toxic, flammable and hazardous materials into the ground and into drains and sewers.

f. Control the wash-out and dumping of concrete truck, gypsum board finishing equipment, and similar operations involving cementitious materials to prevent creation of nuisance and clogging of drains.

g. Clean interior of Project work areas when ready to receive finish painting and continue cleaning on an as-needed basis until Project is ready for acceptance or occupancy.

h. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

H. Construction Aids: Construct and maintain scaffolds, ramps, and ladders necessary for reaching all portions of the work conveniently and safely. Provide hoists, trash chutes, lifts, carts, and other equipment necessary for handling materials and debris.

I. Staging Area: Refer to drawings for requirements if the Contractor elects to use site area for construction purposes.

1. If used by the Contractor, the staging area shall be enclosed with a 6’ high chain link fence with gates. Erect fence and gates in accordance with the standards of the Chain Link Fence Manufacturer’s Institute.

2. Promptly remove fence and gates at end of staging area usage. Patch postholes in pavement. Repair disturbed grass areas and re-sod. Clean area and repaint parking lines.

3.4 SECURITY AND PROTECTION FACILITIES

A. Duration of Use: Throughout the construction period, until Substantial Completion.

B. Contractor Responsibility: The Contractor shall be solely responsible for the security of temporary facilities, storage areas, equipment and other construction facilities.

C. Temporary Fire Protection: Provide and maintain temporary fire protection facilities of the types needed to protect against reasonable predictable and controllable fire losses.

1. Store combustible materials in containers in fire-safe locations.

2. Maintain unobstructed access to fire extinguishers, stairways and other access routes for fighting fires.

3. Provide supervision of welding operations and similar sources of fire ignition.

D. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, and post graphics and warning signs to inform personnel and
the public of hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

E. Security Enclosure and Lockup: Install substantial temporary enclosure of areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. Furnish duplicate keys for all temporary locks to the Owner’s designated representative.

F. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in compliance with environmental regulations. Minimize air contamination and pollution, and other undesirable effects. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons in adjacent in-use areas.

3.5 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Enforce discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended used to minimize waste and abuse.

B. Maintenance: Maintain facilities in good condition until removal.

C. Termination and Removal: Remove each temporary facility when the need has ended, or when replace by authorized use of a permanent facility, or no later than Substantial Completion. Permanent facilities may be used following removal of temporary facilities, under conditions acceptable to the Owner and Architect. Complete and, if necessary, restore permanent construction delayed because of interference by the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

1. Materials and equipment that constitute temporary facilities are property of the Contractor and shall be removed from the Owner’s premises after use.

2. At substantial completion, clean and renovate permanent facilities that have been used during the construction period as specified in Section 017700.

3. Comply with additional requirements specified in Section 017700.
PART 1 - GENERAL

1.1 QUALITY ASSURANCE

A. Source Limitation: To the greatest extent possible, for each unit of work provide products, materials and equipment of a singular generic kind from a single source.

1.2 SUBSTITUTIONS

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

B. Whenever the name of particular brand, make or manufacturer is utilized, it is solely for the purpose of denoting quality standard of product desired.

   1. The Bidder is not limited to the particular brand, make or manufacturer named.

   2. Equivalent products will be acceptable, provided all other specified requirements are met.

C. Substitution prior approval is not required but recommended. If a potential supplier wishes to submit for prior approval a particular product other than a product specified in the Contract Documents, he shall do so no later than seven (7) working days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data, and other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Proposer. The Architect’s decision of approval or disapproval of a proposed substitution shall be final.

   1. If the Architect approves any prior proposed substitution, such approval will be set forth in an Addendum.

   2. Contractor may not assume approval for use of any product not specified herein or officially listed as approved in an Addendum.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 016000
PART 1 - GENERAL

1.1 PREREQUISITES TO SUBSTANTIAL COMPLETION

A. Prior to requesting Architect’s inspection for certification of substantial completion (for either entire work or portions thereof), complete the following and list known exceptions in request:

1. In progress payment request, coincident with or first following date claimed, show either 100% completion for portion of work claimed as “substantially complete”, or list incomplete items, value of incompleteness, and reasons for being incomplete.
2. Include supporting documentation for completion as indicated in these contract documents.
3. Advise Owner of pending insurance changeover requirements.
4. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.
5. Obtain and submit release enabling Owner’s full and unrestricted use of the work and access to services and utilities, including (where required) occupancy permits, operating certificates, and similar releases.
6. Submit electronic copy of “As-Built Drawings”
7. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
8. Complete startup testing of systems, and instructions of Owner’s operating/maintenance personnel. Discontinue (or change over) and remove from project site temporary facilities and services, along with construction tools and facilities, mockups, and similar elements.
9. Complete final cleaning up requirements, including touchup painting of marred surfaces.
10. Touch-up and otherwise repair and restore marred exposed finishes.

B. Upon receipt of Contractor’s request, Architect will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Architect will either prepare certificate of substantial completion, or advise Contractor of work which must be performed prior to issuance of certificate. Results of completed inspection will form initial “Punch list” for final acceptance.

1.2 PREREQUISITES TO FINAL ACCEPTANCE

A. Prior to requesting Architect’s final inspection for certification of final acceptance and final payment, as required by General Conditions, complete the following and list known exceptions (if any) in request:

1. Submit final payment request with final releases and supporting documentation not previously submitted and accepted.
2. Submit certified copy of Architect’s final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed, and dated by Architect.

3. Submit consent of surety.

4. Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Re-inspection Procedure: Upon receipt of Contractor’s notice that the work has been completed, including punch list items resulting from earlier inspections, and except incomplete items delayed because of acceptable circumstances, Architect will re-inspect the work. Upon completion of re-inspection, Architect will either prepare certificate of final acceptance or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

1.3 SUBMITTALS

A. Miscellaneous Record Submittals: Submit all As-Built Record drawings electronically to Architect.

B. Maintenance Manuals: Organize maintenance and operating manual information onto electronic disk properly labeled. Include emergency instructions, spare parts listing, copies of warranties, wiring diagrams, recommended “turnaround” cycles, inspection procedures, shop drawings, product data, and similar applicable information.

C. "As-Built Drawings": Submit electronic copy of "As-Built Drawings" indicating and changes or modifications to existing construction drawings and indicating exact locations of utilities installed.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

A. Arrange for each installer of work requiring continuing maintenance or operation, to meet with Owner’s personnel at project site, to provide basic instructions needed for proper operation and maintenance of entire work. Include instructions by manufacturer’s representatives where installers are not expert in the required procedures.

1. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate startup, shutdown, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, energy effectiveness,
and operations in relation with applicable warranties, agreements to maintain, bonds, and similar continuing commitment.

3.2 FINAL CLEANING

A. Provide final cleaning of the work, at time indicated, consisting of cleaning each surface or unit of work to normal “clean” condition expected for a first class building cleaning and maintenance program. Comply with manufacturer’s instructions for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required.

1. Remove labels which are not required as permanent labels.
2. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances which are noticeable as vision obscuring materials. Replace broken glass and damaged transparent materials.
3. Clean exposed exterior and interior hard surfaced finishes, to a dirt free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
4. Wipe surfaces of mechanical and electrical equipment clean, including elevator equipment and similar equipment; remove excess lubrication and other substances.
5. Remove debris and surface dust from limited access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.
6. Clean light fixtures and lamps so as to function with full efficiency.
7. Clean project site (yard and grounds), including landscape development areas, of litter and foreign substances. Sweep paved areas to a broom clean condition; remove stains, petrochemical spills and other foreign deposits. Rake grounds which are neither planted nor paved, to a smooth, even textured surface.

B. Except as otherwise indicated or requested by Architect, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during remainder of construction period.

C. Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on Owner’s property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.
1. Where extra materials of value remaining after completion of associated work have become Owner’s property, dispose of these to Owner’s best advantage as directed.

END OF SECTION 017700
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 General Requirements, apply to work of this section.

1.2 DESCRIPTION OF WORK

A. Extent of selective demolition work is indicated on drawings.

1.3 SUBMITTALS

A. Schedule: Submit schedule indicating proposed methods and sequence of operations for selective demolition work to Owner’s Representative for review prior to commencement of work. Include coordination for shut-off, capping, and continuation of utility services as required, together with details for dust and noise control protection.

B. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner’s on-site operations.

1.4 JOB CONDITIONS

A. Occupancy: Owner will be continuously occupying areas of the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in manner that will minimize need for disruption of Owner’s normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities which will severely impact Owner’s normal operations.

B. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.

C. Conditions existing at time of commencement of contract will be maintained by Owner insofar as practicable. However, variations within structure may occur by Owner’s removal and salvage operations prior to start of selective demolition work.

D. Storage or sale of removed items on site will not be permitted.

E. Protections: Provide temporary barricades and other forms of protection as required to protect Owner’s personnel and general public from injury due to selective demolition work.

F. Provide protective measures as required to provide free and safe passage of Owner’s personnel and general public to and from occupied areas.
G. Damages: Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.

H. Traffic: Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

I. Do not close, block or otherwise obstruct streets, walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

J. Explosives: Use of explosives will not be permitted.

K. Utility Services: Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.

L. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

M. Environmental Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

N. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION**

**3.1 INSPECTION**

A. Prior to commencement of selective demolition work, inspect areas in which work will be performed. Photograph existing conditions to structure surfaces, equipment or to surrounding properties which could be misconstrued as damage resulting from selective demolition work; file with Owner’s Representative prior to starting work.

**3.2 DEMOLITION**

A. Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
B. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain using power driven masonry saw or hand tools; do not use power driven impact tools.

C. Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors or framing.

D. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.

E. Demolish foundation walls to a depth of not less than 12" below existing ground surface. Demolish and remove below grade wood or metal construction. Break up below grade concrete slabs.

F. Completely fill below grade areas and voids resulting from demolition work. Provide fill consisting of approved earth, gravel or sand, free of trash and debris, stones over 6" diameter, roots or other organic matter.

G. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict.

H. Submit report to Owner’s Representative in written, accurate detail. Pending receipt of directive from Owner’s Representative rearrange selective demolition schedule as necessary to continue overall job progress without delay.

3.3 SALVAGE MATERIALS

A. Salvage Items: Where indicated on Drawings as “Salvage Deliver to Owner” carefully remove indicated items, clean, store and turn over to Owner and obtain receipt.

B. Historic artifacts, including cornerstones and their contents, commemorative plaques and tablets, antiques, and other articles of historic significance remain the property of the Owner. Notify Owner’s Representative if such items are encountered and obtain acceptance regarding method of removal and salvage for Owner.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site.

B. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.

C. Burning of removed materials is not permitted on project site.
3.5 CLEAN-UP AND REPAIR

A. Upon completion of demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave interior areas broom clean.

B. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION 024119
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Supplementary Conditions and Division 1 General Requirements apply to this section.

1.2 SUMMARY

A. This section includes pre-formed flat seam wall panel system complete with anchor clips, fasteners, and trim.

1.3 SUBMITTALS

A. Shop Drawings: Show wall panels elevations, sections, and details. Include metal thickness and finishes, panel lengths, joining details, anchorage details, flashings and special fabrication provisions for termination and penetrations. Indicate relationships with adjacent and interfacing work. Indicate fastener types and spacing; and provide fastener pullout values.

B. Samples: Provide full-size samples of the following materials. Samples shall be of identical material type, thickness, panel width, and material grade/alloy as the system specified for this project.

1. Submit sample of panel section, at least 4" long x full panel width showing panel profile and also a sample of color selected.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Manufacturer’s responsibilities:

1. All panels shall be shipped from the manufacturer with polystyrene or similar cushioned packaging material separating the individual panels to minimize flexing, stressing, scratching or otherwise damaging the material during transit to the job.

2. Fully cover steel with tarpaulins or similar protective cover during transit to prevent dirt and debris from coming in contact with the finished goods.

B. Installer’s responsibilities:

1. Stack pre-finished materials to prevent twisting, bending, abrasion and denting and elevate one end to facilitate moisture run-off.

2. Unload wall panels using a boom or crane, supporting the panels in at least
two locations during lifting, and never lift more than three panels at a time.
3. Protect moisture-sensitive materials and water-based from the weather.
4. Inspect materials upon delivery. Reject and remove physically damaged or marred material from project site.

1.5 PROJECT CONDITIONS

A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage and protection requirements for wall panel system.

1. Protection:
   a. Protect completed work from subsequent construction operations. Comply with Manufacturer’s recommendations.
   b. Do not encumber the site with stored materials or equipment.
   c. Do not support wall-mounted equipment directly on the wall panel system.

B. Ascertain that work of other trades which penetrates the wall or is to be made watertight by the wall is in place an approved prior to installation.

1.6 WARRANTIES

A. Owner shall receive one (1) warranty from manufacturer of wall panels.

1. Manufacturer’s standard twenty (20) year finish warranty covering checking, crazing, peeling, chalking, fading, or adhesion.
2. Installer’s two (2) year warranty covering wall panel system installation.
3. Warranties shall commence on date of Substantial Completion.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS/PRODUCTS

A. Other Approved Manufacturers/Products:

1. MBI/PBU Panel
2. McElroy Metal/PBU Panel
3. Metal Series/PBU Panel

2.2 METAL WALL PANEL SYSTEM

A. Materials

1. Panel material: 22-gauge, Galvalume steel, type AZ-55, smooth as per ASTM A792-96.
B. Finish on surfaces:
   1. Exposed surfaces for coated panels:
      a. Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer’s approved applicator.
      b. Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.
   2. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 -.30 dry film thickness (TDF).

C. Accessories
   1. Fasteners
      a. Exposed fasteners: Series 410 stainless steel screws or one eighth (1/8) inch diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted to match the color of the wall panels.
   2. Provide all miscellaneous accessories for complete installation.

2.3 ACCESSORY PRODUCTS
   A. Wall Panel Substrate
      1. Install wall panel on 6" – 16-gauge hot dipped galvanized c stud on 3’-0” max oc.

PART 3 - EXECUTION

3.1 PREPARATION
   A. Inspection: Examine the alignment and placement of the wall substrate. Correct any objectionable warp, waves or buckles in the substrate before proceeding with installation of the pre-formed metal panels.

3.2 WALL PANEL INSTALLATION
   A. Install panels and trim in accordance with approved shop drawings and manufacturer’s product data, within specified erection tolerances.
   B. Limit exposed fasteners to extent indicated on shop drawings.
   C. Installed system shall be true to line and plane and free of dents, and physical defects.
3.3 CLEANING

   A. Clean installed work in accordance with the manufacturer’s instructions.

   B. Replace damaged work than cannot be restored by normal cleaning methods.

3.4 CONSTRUCTION WASTE MANAGEMENT

   A. Remove and properly dispose of waste products generated during construction. Comply with requirements of authorities having jurisdiction.

3.5 FINAL INSPECTION

   A. At completion of installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, system manufacturer’s representative, and other representatives directly concerned with performance of system.

   B. Inspect work; List all items requiring correction or completion and furnish copy of list to each party in attendance.

   C. Repair or replace deteriorated or defective work found at time above inspection as required to produce an installation which is free of damage and deterioration at time of Substantial Completion.

   D. Notify the Architect upon completion of corrections.

END OF SECTION 074200
PART 1 - GENERAL

1.1 WORK INCLUDED

A. Prepare surfaces which are to receive finish.

B. Finish surfaces as specified in this section.

C. Touchup field welds on primed steel work.

D. Caulking as specified in this section.

1.2 COLOR SCHEDULE

A. Before any work is done, Architect will furnish Contractor with a set of color cards and schedule where various colors are to be applied. Contractor shall then prepare samples at job as required until colors and textures are satisfactory.

B. Upon completion of the painting work, the Contractor shall return the Color Schedule to the Architect complete with the manufacturer’s formula for each scheduled color. The Architect will submit the color schedule to Owner to be used as information for maintenance paint.

C. Coating Maintenance Manual: Upon conclusion of the project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams “Custodian Project Color and Product Information” report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touchup procedures, and color samples of each color and finish used.

1.3 MOCKUP

A. Before proceeding with paint application, finish one complete surface of each color scheme required, clearly indicating selected colors, finish texture, materials and workmanship.

B. If approved, sample area will serve as a minimum standard for work throughout the building.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver paint materials in sealed original labeled containers, bearing manufacturer’s name, type of paint, brand name, color designation and instructions for mixing and/or reducing.

B. Provide adequate storage facilities. Store paint materials at minimum ambient temperature of 45°F in well ventilated area.
C. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.5 ENVIRONMENTAL CONDITIONS

A. Ensure surface temperatures or the surrounding air temperature is in compliance with requirements of paint manufacturer.

B. Provide adequate continuous ventilation and sufficient heating facilities to maintain the required temperatures before, during and 48 hours after application of finishes.

1.6 PROTECTION

A. Adequately protect other surfaces from paint and damage. Repair damage as a result of inadequate or unsuitable protection.

B. Furnish sufficient drop cloths, shields, and protective equipment to prevent spray or droppings from fouling surfaces not being painted and in particular, surfaces within storage and preparation area.

C. Place cotton waste, cloths and material which may constitute a fire hazard in closed metal containers and remove daily from site.

D. Remove electrical plates, surface hardware, fittings, and fastenings, prior to painting operations. These items are to be carefully stored, cleaned and replaced on completion of work in each area. Do not use solvent to clean hardware that may remove permanent lacquer finish.

E. Do not paint UL label on fire rated doors and frames. UL labels must remain visible after painting work is complete. The colored ‘dot’ on edge of fire rated doors are used by some manufacturers to identify the rating. Do not paint these colored dots.

PART 2 - PRODUCTS

2.1 GENERAL

A. Unless otherwise noted, all surfaces which will remain exposed to view (except factory finished items) shall receive field painting. Unless otherwise noted, factory primed items which will remain exposed to view shall receive field painting.

B. Paints shall have good flowing and brushing properties and be capable of drying or curing free of streaks or sags.

C. Architect shall not be restricted to a minimum number of colors (up to eight maximum) and reserves the right to specify custom mix for up to 25% of the paint colors used.
2.2 HIGH PERFORMANCE INTERIOR PAINT SYSTEM

A. Metal (Structural steel columns, joists, trusses, beams, miscellaneous and Ornamental iron, structural iron, ferrous metal). (Rigid galvanized conduit, sprinkler pipe).

1. Latex Systems:
   a. Semi-Gloss Finish:
      (1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0-10.0 mils wet, 1.8-3.6 mils dry).
      (2) 2nd Coat: S-W Pro Industrial DTM Acrylic Semi-Gloss, B66 Series.
      (3) 3rd Coat: S-W Pro Industrial DTM Acrylic Semi-Gloss, B66 Series (6.0-10.0 mils wet, 2.5-4.0 mils dry per coat).

2.3 ACCEPTABLE MANUFACTURERS

A. Coronado Paint CO, Edgewater, FL
B. Devoe and Raynolds CO, Louisville, KY
C. Glidden Coatings and Resins, Division of SCM Corporation, Cleveland, OH.
D. Benjamin Moore and CO, Montvale, N.J.
E. PPG Industries, PPG paints, Pittsburgh, PN
F. Pratt and Lambert (P&L), Memphis, TN
G. The Sherwin Williams Company (S-W), Cleveland, OH
H. Tnemec Company, Kansas City, MO

2.4 EXTERIOR PAINT SCHEDULE

A. Ferrous metal, semi gloss alkyd enamel: 2 finish coats over primer.
   1. Prime coat: rust inhibitive primer. (Primer is not required on items delivered shop primed.)
      a. Sherwin Williams: Kem Kromik Universal Primer B50Z series
   2. First and second finish coats: semi-gloss alkyd enamel
      a. Sherwin Williams: DTM alkyd B55 Series

B. Zinc coated metal, high gloss alkyd enamel: 2 finish coats over primer
      a. Sherwin Williams: Galvite HS Primer B50WZ30
   2. First and second finish coats: high gloss alkyd enamel.
      a. Sherwin Williams: Industrial Urethane Enamel B54-150 Series
PART 3 - EXECUTION

3.1 INSPECTION

A. Thoroughly examine surfaces scheduled to be painted prior to commencement of work. Report in writing to Architect, any condition that may potentially affect proper application. Do not commence until such defects have been corrected.

B. Correct defects and deficiencies in surfaces which may adversely affect work of this Section.

C. Contractor’s commencement of painting indicates his acceptance of the surfaces to be painted as being acceptable for the finishes to be applied.

3.2 PREPARATION OF SURFACES

A. Prepare all surfaces in strict accordance with paint manufacturer’s published instructions.

B. Instructions listed below are minimum guidelines. Contractor shall perform additional surface preparation based on

1. Particular surface or finish requirements
2. Particular job conditions
3. Contractor’s expertise and experience in applying finishes.

C. Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surfaces to dry completely.

D. Remove surface contamination and oils from galvanized surfaces and wash with solvent. Apply coat of etching type primer.

E. Remove surface contamination and oils from zinc coated surfaces and prepare for priming in accordance with metal manufacturer’s recommendations.

F. Remove grease, rust, scale, dirt and dust from steel and iron surfaces. Where heavy coatings of scale are evident, remove by wire brushing, sandblasting or any other necessary method. Ensure steel surfaces are satisfactory before paint finishing.

1. Clean unprimed steel surfaces by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts and nuts are similarly cleaned. Prime surfaces to indicate defects, if any. Paint after defects have been remedied.


G. Galvanized Metal: Clean per SSPC-SP1 using detergent and water or a degreasing
cleaner to remove greases and oils. Apply a test area, priming as required. Allow the coating to dry at least one week before testing. If adhesion is poor, Brush Blast per SSPC-SP16 as necessary to remove these treatments.

H. Steel: Structural, Plate, And Similar Items: Should be cleaned by one or more of the surface preparations described below. These methods are used throughout the world for describing methods for cleaning structural steel. Visual standards are available through the Society of Protective Coatings. A brief description of these standards together with numbers by which they can be specified follow.

1. Solvent Cleaning, SSPC-SP1: Solvent cleaning is a method for removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants. Solvent cleaning does not remove rust or mill scale. Change rags and cleaning solution frequently so that deposits of oil and grease are not spread over additional areas in the cleaning process. Be sure to allow adequate ventilation.

2. Hand Tool Cleaning, SSPC-SP2: Hand Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Before hand tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.

3. Power Tool Cleaning, SSPC-SP3: Power Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Before power tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.

3.3 PAINT APPLICATION

A. The number of coats specified herein for various finishes is customarily sufficient to obtain satisfactory finish, but should such finish not be obtained, it shall be the responsibility of Contractor to apply such additional coats as may be required.

B. Apply each coat at proper consistency.

C. Do not apply finishes on surfaces that are not sufficiently dry.

D. Allow each coat of finish to dry before following coat is applied, unless directed otherwise by manufacturer.

END OF SECTION 099000
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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions as appropriate, apply to the Work specified in this Section.

B. Refer to all Electrical Divisions of the Specifications as well as the Specifications for the other various trades and materials and be thoroughly familiar with all provisions regarding electrical work.

1.2 BIDDING REQUIREMENTS AND RESPONSIBILITIES

A. Bidders of all or any portions of this section or division are required to review all contract documents including but not limited to Architectural drawings, Structural drawings, Electrical drawings, etc. to coordinate requirements and responsibilities with and through prime bidder.

B. Bidders of all or any portions of this section or division, by furnishing a bid on a portion of the prime contract are indicating that they have received all contract documents and coordinated services provided under their portion of the work with the prime bidder; they are indicating that they have expressed any pertinent questions (which would result from a detailed, thorough review of the entire set of contract documents) to the prime bidder in accordance with the general provisions of the Specifications requirements, prior to bidding.

C. All timely, pertinent, questions provided in writing prior to bids, in accordance with the general provisions of the Specifications requirements, will be clarified, defined, or otherwise explained in a written addendum and/or addendums prior to bids, in accordance with the general provisions of the Specifications requirements.

D. It is not the intention of these contract documents to leave any issue relating to coordination between trades or sub-contractors vaguely defined. The intention is to define all issues, coordination matters, equipment requirements, sizes, routing, etc. to the satisfaction of the prime bidder, prior to receipt of bids.

E. Bidders of all or any portions of this section or division, by virtue of the submission of a bid to the prime bidder, are indicating that they have reviewed the entire set of contract documents with due diligence and regard for the Owner’s desire for a comprehensive and complete bid proposal; that they have expressed all concerns or questions requiring clarification on matters of coordination between trades and/or sub-contractors; that they have expressed any such concerns or questions in writing in accordance with contract document’s General Provisions requirements.

1.3 MATERIAL AND EQUIPMENT

A. The term “provide” when used in the Contract Documents includes all items necessary for the proper execution and completion of the work.
B. Specific reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number, shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the Contractor, in such cases, may at his option use any article, device, product, material, fixture, form or type of construction which in the judgement of the Architect expressed in writing is equivalent to that specified.

C. Coordinate and properly relate all work of this Division to building structure and work of all other trades.

D. Visit premises and become thoroughly familiar with existing conditions; verify all dimensions in field. Advise Architect of any discrepancies prior to Bid Date in accordance with contract document’s General Provisions.

E. Do not rough-in for any item or equipment furnished by others or noted “Not in Contract” (NIC), without first receiving rough-in information or determining rough-in requirements from other trades and/or Architect.

F. Provide storage and protection for all equipment and materials in accordance with requirements of contract document’s General Provisions. Replace any equipment and materials damaged by improper handling, storage, or protection, at no additional cost to the Owner.

G. Keep premises clean in accordance with requirements of contract document’s General Provisions.

1.4 SUBSTITUTIONS

A. Substitutions are allowed under La. R.S. 38:2291 and La R.S. 38:2292. Any requests for prior approval (as provided for under La. R.S. 38:2295) including any re-submitted data, shall be received by the Architect/Engineer a minimum of ten (10) working days prior to bid date. Submittals sent via facsimile and/or electronic mail will not be accepted. The Contractor shall recognize that it may be necessary to submit certain requests for prior approval sooner than the final date listed in the Instructions to Bidders, depending upon the complexity and completeness of the submittal. If, in the opinion of the Architect/Engineer, there is neither sufficient time available nor adequate descriptive data attached to the submittal, the submittal will not be considered. Except as otherwise specified, materials and equipment shall be new and bear the approval label of the Underwriters Laboratories, Inc. for the type of installation required.

B. Basis of design of systems is based on specific equipment for performance, size, shape, color, construction material, etc... If the use of other manufacturer’s equipment, even though approved by Architect, involves additional cost due to space requirements, foundation requirements, increased mechanical or electrical services, the cost of such extra work shall be borne by the contractor. Even though a manufacturer’s name appears in the Contract Documents as having acceptable equipment, his equipment shall be classified as being a substitute to the equipment originally designed for and named in the Contract Documents. Substitute equipment, materials, etc., will not be allowed to deviate from basis of design requirements.
C. All requests for prior approval shall identify where proposed material matches or exceeds the performance of the equipment specified. In addition, such submittal shall also clearly identify all deficiencies compared to specified product. Submittal of general cut sheets will be returned rejected.

D. The following items shall be submitted for prior approval:

1. Lighting Fixtures and Poles
   a. All prior approval requests regarding lighting fixtures for field lighting shall include IES files on actual sports – lighter & IES files used for illuminance calculations.

1.5 DRAWINGS AND SPECIFICATIONS

A. The specific intent of these Contract Documents is to provide the various systems, equipment, etc. to the Owner complete and in a thoroughly calibrated and functional condition.

B. The Drawings shall not be construed as shop drawings. In the event of a possible interference with piping or equipment of another trade, items requiring set grade and elevations shall have precedence over other items. Should any major interference develop, immediately notify the Architect.

C. In laying out Work, refer to structural and architectural drawings at all times in order to avoid interference and undue delays in the progress of the Work.

1.6 CODES AND REGULATIONS

A. Work shall be in full accord with the LA Sanitary Code, 2014 N.E.C. (NFPA 70), local ordinances, building codes, and other applicable national, state, and local regulations.

B. Equipment shall conform to requirements and recommendations of the National Bureau of Fire Underwriters and National Fire Protection Association (NFPA).


D. Work called for in these Plans and Specifications shall be executed by competent workmen.

E. In the possible event of conflict between codes or regulations and Contract Documents, notify the Architect/Engineer immediately.

F. The drawings show approximate locations only of feeders, branch circuits, outlets, etc., except where specific routing or dimensions are indicated. The Architect reserves the right to make reasonable changes in locations indicated, before roughing-in, without additional cost to the Owner.
G. Because of the small scale of the drawings, it is not possible to indicate all of the offsets, fittings, and accessories required. The Contractor shall investigate the structural and finish conditions affecting his work and shall arrange such work accordingly, fittings, bends, junction boxes, pull boxes, access panels, and accessories required to meet such conditions at no additional costs to the Owner.

1.7 FEES, PERMITS, AND TAXES

A. Obtain and pay for permits required for the Work of this Division. Pay fees in connection therewith, including necessary inspection fees.

B. Pay any and all taxes levied for Work of this Division, including municipal and/or state sales tax where applicable.

1.8 MANUFACTURER’S DIRECTIONS

A. Install and operate equipment and material in strict accord with manufacturer’s installation and operating instructions. The manufacturer’s instructions shall become part of the Contract Documents and shall supplement Drawings and Specifications.

1.9 SUBMITTAL DATA

A. Submit shop drawings, project data, and samples in accordance with requirements of the General Provisions of the contract documents. Submittals shall be received no later than thirty (30) consecutive calendar days from effective date of “Notice to Proceed”.

B. Shop drawings shall consist of published ratings or capacity data, detailed construction drawings for fabricated items, wiring and control diagrams, performance curves, installation instructions, manufacturer’s installation drawings, and other pertinent data. Submit drawings showing revisions to equipment layouts due to use of alternate or substitute equipment.

C. Where manufacturers and suppliers of equipment, materials, etc. are unable to fully comply with Contract Document basis of design requirements, specifically call such deviations to attention of Architect/Engineer on submittals. Typed deviations on a separate sheet; underlined statements or notations on standard brochures, equipment fly sheets, etc. will not be accepted. Submittals shall clearly indicate where material submitted meets and/or exceeds the performance criteria of the equipment used as the basis of design of the project. Failure to note compliance with the basis of design material/equipment shall result in rejection of submittals.

D. Approval of submittals shall not relieve Contractor from furnishing required quantities and verifying dimensions. In addition, approval shall not waive original intent of Contract Documents.

E. Failure to obtain written approval of equipment shall be considered sufficient grounds for rejection of said equipment regardless of the stage of completion of the project.
F. Contractor shall submit Submittals/Shop Drawings on all equipment listed below. In addition, contractor shall refer to subsequent sections of the Electrical portion of the specifications for additional shop drawing submittal requirements.
   1. Lighting Fixtures and Poles
   2. Electrical Gear
   3. Contactor Panels and Control Switches

G. Shop drawings may be submitted electronically as described below.
   1. Must be in a portable document format (PDF).
   2. Must be submitted to the prime designer and the prime designer will forward to ADG Engineering for distribution/processing.
   3. Do not submit directly to ADG Engineering’s project manager.

1.10 PROJECT COORDINATION

A. Refer to applicable Electrical Specification Sections for products work of this Division.

B. Coordinate handling of all products, materials, etc., through the Contractor. Coordinate space, access, clearances, etc., through the Contractor prior to preparation of shop drawing submittal.

1.11 VALUE ENGINEERING (V/E):

A. While it may be in the Owner’s interest to consider the first cost money saving that may be generated via alternatives and options generated via participation in Value Engineering, contractor shall realize that substantive offers of Value Engineering (V/E), if accepted by the Owner, constitute a design-build agreement (offer and acceptance) with the owner, and drastically change the design concept of the project, as developed by the Professional of Record identified on the Contract Documents.

B. Should contractor offer, and the owner accept value engineering options that alter aspects of the system design, equipment, performance and/or performance verification or monitoring of respective systems, the contractor shall provide duly licensed professional engineering consultants working on behalf of the contractor (including sub-contractors and equipment vendors/manufacturers) to review, approve and take professional responsibility for performance and suitability of V/E hybrid systems, materials or operational changes related to respective V/E items. The contractor’s licensed professional engineering consultants and the contractor assume any and all responsibility for the design and suitability in terms of performance, of hybrid systems installed, as contractor’s Professional of Record, absolving the original project Professional of Record (identified on the original Contract Documents, released for the original project Bid/Negotiation) from responsibility for the V/E hybrid systems portion of the work.

C. The contractor, via the offer and acceptance of value engineering items on the project agrees to provide professional engineering design services and take full and complete responsibility for the hybrid design. Further, the contractor’s (V/E Items) professional of record (either employees, or independent consultants to the
contractor) through the offer and acceptance of V/E items, agree to indemnify and hold harmless the project owner, the owner’s original A/E team (Professional of Record on behalf of the owner for the original Contract Documents) their heirs and assigns in regard to the V/E changes and their impact on the systems altered, affected or modified, in whole or in part. The Professional of Record shown on the original Contract Documents in regard to the systems altered, adjusted, revised, modified or otherwise affected by the value engineering items implemented, shall be absolved of design responsibility as a result of implementation of V/E items, and their original use of Engineering Seals used for original Contract Documents, shall not apply.

D. Contractor shall refer to subsequent specification sections for additional requirements for submission and approval of VE items.

1.12 PROJECT RECORD DOCUMENTS

A. Keep Project Record Documents in accordance with general provision requirements of the specifications.

B. During construction period, keep accurate records of installations paying particular attention to major exterior underground and concealed piping, etc.

C. The Contractor shall obtain a minimum of one (1) set of the contract documents including all addenda and change orders (including CAD files) as prepared by the Architect/Engineer.

D. If the Contractor elects to vary from the Contract Documents and secures prior approval from the Architect/Engineer for any phase of the work, he shall record in a neat and readable manner all such variances on the contract documents in red ink. Prior to requesting substantial completion, the marked-up set of contract documents shall be returned to the Architect/Engineer for approval.

E. All deviations from sizes, locations and from all other features of the installation shown in the Contract Documents shall be recorded.

F. In addition, it shall be possible using these drawings to correctly and easily locate, identify and establish sizes of all piping, directions, and the like, as well as other features of work which will be concealed underground and/or in the finished building.

G. Locations of underground work shall be established by dimensions locating all turns, etc. and by properly referenced centerline.

H. The following requirements apply to all Record Drawings:

1. They shall be maintained at the Contractor’s expense.
2. All such drawings shall be done carefully and neatly.
3. Additional drawings shall be obtained at the Contractor’s expense.
4. They shall be kept up-to-date during the entire course of the work and shall be available upon request for examination by the Architect/Engineer and when necessary, by other trades, to establish clearances for other parts of the work.
5. Record Drawings shall be returned to the Architect/Engineer upon completion of the work and are subject to approval of the Architect/Engineer.

1.13 OPERATION AND MAINTENANCE DATA

A. Refer to the specification Sections related to PROJECT CLOSEOUT or OPERATION AND MAINTENANCE DATA for procedures and requirements for preparation and submittal of maintenance manuals.

B. Provide the Owner with three (3) copies of printed instructions indicating various pieces of equipment by name and model number, complete with parts lists, maintenance and repair instructions and test and balance report.

C. COPIES OF SHOP DRAWINGS WILL NOT BE ACCEPTABLE AS OPERATION AND MAINTENANCE INSTRUCTIONS.

D. This information shall be bound in plastic hardbound notebooks with the job name, Architect and Engineer names permanently embossed on the cover. Rigid board dividers with labeled tabs shall be provided for different pieces of equipment. Submit manuals to the Architect for approval.

E. In addition to the operation and maintenance brochure, the Contractor shall provide a separate brochure which shall include registered warranty certificates on all equipment, especially any pieces of equipment which carry warranties exceeding one (1) year.

F. As part of the O & M binders, contractor shall include copies of all studies and test reports performed as part of this project, including but not limited to, the following:

   1. Night test of ball field lighting recording illuminance values to match aiming diagrams and manufacturer recommendations.

G. The operation and maintenance brochure shall be furnished with a detailed list of all equipment furnished to the project, including the serial number and all pertinent nameplate data such as voltage, amperage draw, recommended fuse size, rpm, etc. The Contractor shall include this data on each piece of equipment furnished under this contract including but not limited to those items listed below.

   1. Lighting Fixtures and Poles
   2. Electrical Gear (Loadcenters, Panelboards, Safety Switches, Circuit Breakers, Contactors/Relays).

1.14 EXCAVATING AND BACKFILLING

A. Provide excavating and backfilling necessary for Work of this Division. Comply with provisions of specification section pertaining to Site Work, if applicable.

B. Trenches shall be inspected by Code Authorities and/or Owner’s Representative before and after piping is laid. Give Owner’ Representative 24-hour notice for each inspection. If any trenches are filled without Owner’s Representative and/or authority having jurisdiction inspection and as subsequently found to be deficient,
the trenches shall be uncovered, inspected, and then re-filled, if requested by Owner’s Representative. Prior to covering any and all underground facilities, including but not limited to conduit, ground rods, terminations, etc., Contractor shall take clear and concise digital photos and shall forward said photos to Engineer prior to covering said utilities.

C. Provide minimum 24 inches of cover to finish grades or paving at raceways.

D. Protect and maintain trenches in dry condition until piping has been inspected and approved. Immediately after approval, backfill trenches in tamped layers. Repeat backfill and tamping 6 months after initial coverage has been accomplished to avoid swale development from sinking soils.

E. Compact fill to satisfaction of Architect and/or Owner’s Representative.

F. Prior to any excavating, Contractor shall be responsible for having all utilities in the area of excavation located and marked by an approved company with a minimum of five (5) years’ experience locating underground facilities. This includes all owner owned utilities on their site.

G. Approximate locations shown on the drawings shall not be used. Any facility damaged by the Contractor’s underground work shall be repaired and/or replaced at no additional cost to the Owner.

1.15 PAINTING

A. Painting shall be provided under the Specification section regarding painting, unless specified otherwise. Leave exposed piping, materials, and equipment clean and free of rust, grease, dirt, etc. before and after painting.

B. Factory finished equipment, fixtures, and materials which are marred, chipped, scratched, or otherwise unacceptable shall be repaired or replaced under this Division to Architect satisfaction, at no additional cost to Owner.

C. Coordinate all painting requirements with prime bidder prior to bids.

1.16 EXISTING CONDITIONS

A. The Electrical Contractor shall visit the site to determine existing conditions and will be held responsible for allowing for these conditions in his bid.

B. Note that this area of work will have storm drainage, mechanical and electrical utilities located underground. It is part of this work for the Contractor to determine the scope and location of all utilities to be installed with this project and arrange his work around others. There will be no extra consideration for work discovered as being hidden after the bid, and no change orders for extra cost that may be caused by unknown after bid conditions. The drawings show approximate locations only of feeders, branch circuits, outlets, etc., except where specific routing or dimensions are indicated. The Architect reserves the right to make reasonable changes in locations indicated, before roughing-in, without additional cost to the Owner.
1.17 PROTECTION OF APPARATUS

A. The Contractor shall take precautions necessary at all times to properly protect his apparatus from damage. Failure on the part of the Contractor to comply with the above to the Architect’s satisfaction shall be sufficient cause for the rejection of the particular piece of apparatus in question.

1.18 MINOR DEVIATIONS

A. The Contractor shall realize that the drawings cannot delve into every step, sequence, or operation necessary for the completion of the project without drawing on the Contractor’s experience. Only typical details are shown on the plans. In cases where the Contractor is not certain about the method of installation of his work, he shall ask for details. Lack of details will not be an excuse for improper installation.

1.19 SALVAGED MATERIALS

A. The Owner shall have priority for the selection of salvaged material and equipment. Any equipment, light fixtures, devices, ballasts, materials, etc. selected to remain property of the Owner shall be removed and delivered to a location on the site as designated by the Owner. Material and equipment not retained by the Owner shall become the property of this Contractor and shall be removed from the site by him.

B. The Contractor shall obtain written approval of all material and equipment determined not to be salvaged by the Owner.

1.20 SAFETY PRECAUTIONS

A. Work methods and project safety are the Contractor’s sole responsibility.

B. Contractor shall furnish and place proper guards for prevention of accidents. He should provide and maintain any other necessary construction required to secure safety of life or property, including maintenance of sufficient lights during all day and night hours as required to secure such protection.

C. Temporary electrical services during construction should be maintained in perfect condition. Frayed, lose or opened connections should not be used for temporary services. The Contractor should use only equipment in first class working condition for construction services.

1.21 SUPERVISION

A. Contractor shall personally, or through an authorized and competent representative, constantly supervise the work done from beginning to completion and final acceptance. To the best of his ability he shall keep the same foreman and workmen throughout the project duration. Foreman shall be present at project site at all times while work under this section of the contract documents is being performed. Foreman shall be accessible by cellular phone at all times. Respective telephone numbers shall be forwarded to Architect/Engineer prior to commencement of work on this project.
1.22 CAD FILES

A. ADG will provide, upon request, AutoCAD files to the contractors for use in preparing submittals and record drawings. Plans will be provided at a cost of $10.00 per drawings sheet requested. By submitting request for CAD files, contractors automatically consent to the verbiage contained in the CAD release form contained in the plans. This includes any all limitations, restrictions, indemnifications, etc... contained therein.

PART 2 - PRODUCTS

2.1 EQUIPMENT LABELS

A. Panelboards, loadcenters, equipment cabinets, contactor panels and other equipment shown on the drawings and furnished and/or installed under this section of the Specifications shall be labeled with laminated plastic nameplates inscribed to identify equipment with description shown on the drawings for panels, or the system or function involved for other equipment. Provide typewritten panelboard directories indicating the equipment served and its location using final approved room numbers, etc., as directed by the Architect. Refer to specification section – Electrical Distribution System and details(s) for additional requirements.

PART 3 - EXECUTION

3.1 SUPPORTS AND FOUNDATIONS

A. Panelboards shall be attached to suitably reinforced walls or U-channel support structures. Ground or slab mounted equipment shall be mounted on a separate four inch high concrete slab. Extending 6’ beyond equipment footprint on all sides – 4’0” at front side.

3.2 EQUIPMENT LAYOUT

A. The physical location and arrangements of electrical equipment is shown on the Plans and is to be used by the Contractor as a guideline in construction. It is the responsibility of the Contractor to review the Plans with the proposed equipment and equipment of other contractors that are affected, and to ensure that all Code required clearances, wiring distances and maintenance accesses, including equipment heights, of all items are maintained. Alternate arrangements to accomplish the above due to field conditions or changes in physical size of the equipment proposed for the project are to be submitted to the Architect for review before any work is begun or equipment ordered.

3.3 GUARANTEE

A. The Contractor shall guarantee all materials, equipment and workmanship for a period of one (1) year from the date of final acceptance of the project. This guarantee shall include furnishing of all labor and material necessary to make any repairs, adjustments or replacement of any equipment, parts, etc. necessary to restore the project to first class condition. This guarantee shall include the
replacement of lamps. Warranties exceeding one (1) year are hereinafter specified with individual pieces of equipment.

B. If the Contractor’s office is in excess of a fifty (50) mile radius of the project, he shall appoint a local qualified contractor to perform any emergency repairs or adjustments required during the guarantee period. The name of the contractor appointed to provide emergency services shall be submitted to the Architect/Engineer for approval.

3.4 CLEANING

A. Refer to the Specification Section relating to PROJECT CLOSEOUT or FINAL CLEANING for general requirements for final cleaning.

B. Clean all light fixtures, and lenses prior to final acceptance and replace inoperable drivers or LED modules.

END OF SECTION 260001
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions; as appropriate, apply to the work specified in this section.

B. Refer to all portions of the Contract Documents as well as the plans and specifications for the other various trades and materials and be thoroughly familiar with all provisions regarding electrical work.

PART 2 - PRODUCTS

2.1 WIRE (600 VOLT AND BELOW)

A. All conductors used in the work shall be soft drawn annealed copper having a composition of not less than 98% of pure copper. Conductors shall be standard code gauge in size, insulated, and shall have insulation rated for use at 600 volts. The contractor’s bid shall reflect the use of all copper conductors unless specifically indicated otherwise.

B. Unless otherwise noted or specified, insulation shall be Type THWN. Wires shall be of the single conductor type and shall be stranded. Wire insulation shall not contain any asbestos materials.

C. Throughout the system, conductors shall be identified as to phase and voltage of system by color-coding. Color-coding shall be continuous the full length of wire for all wire sizes. Identification by permanent paint bands or tags at outlets will not be acceptable. Surface printing at regular intervals on all conductors shall indicate manufacturer, size, voltage, and insulation type. White and/or gray colored insulation shall be used for grounded conductors and only for grounded conductors.

D. The color code assigned to each phase wire shall be consistently followed throughout the project. The following systems of color-coding shall be strictly adhered to:

1. 120/240 Volt, 1-Phase, 3-Wire Systems
   a. Grounding leads green
   b. Grounded neutral leads white
   c. Ungrounded phase wires black, red
E. Where multiple neutral conductors are installed in a common raceway, the neutral conductor for each circuit shall be separately identified in accordance with the National Electric Code (NEC).

2.2 CONDUIT

A. Unless otherwise specified or shown on the drawings, all conduit shall be rigid galvanized steel (RGS), electrical metallic tubing (EMT), or rigid nonmetallic conduit (PVC) as allowed in the paragraphs below.

B. RGS may be used for conduit shown run underground and may be used in concrete slabs, and shall be used for conduit run exposed to the weather (locations defined as damp locations and wet locations in Article 100 of the NEC).

C. EMT shall be used for conduit not encased in concrete, not exposed to the weather, not run underground, and not run in hazardous areas.

D. PVC may be used for conduit run in concrete slabs or may be run underground (underground only where permitted by NEC and local ordinances). Concrete encasement will not be required on underground runs unless specifically noted or specified elsewhere. PVC shall not be run exposed. When rigid nonmetallic conduit (PVC) is installed underground, it shall be Schedule 80 at all underground road crossings, at all underground driveway crossings, and when required by the NEC or local ordinance or specified otherwise. PVC Schedule 40 may be used at all other underground locations.

E. Where PVC is utilized for underground installations, RGS 90° elbows and conduit shall be utilized to turn conduit vertical and to rise up to above grade/slab.

F. All conduit shall be new and shall bear the inspection label of the Underwriters Laboratories, Inc. (U.L.).

G. Fittings for rigid steel conduit and EMT shall be hot-dipped galvanized and shall be of an approved type specially designed and manufactured for their purpose.

H. All flexible conduit, where installed indoors and outdoors, shall be of the flexible liquid tight metallic type. Flexible weatherproof electrical conduit is prohibited from use on this project.

I. Metallic conduit shall be metallized, sheradized, or hot-dipped galvanized.
2.3 EXPANSION FITTINGS

A. Each conduit that is buried in or rigidly secured to the building construction on opposite sides of a building expansion joint and each long run of exposed conduit that may be subject to excessive stresses shall be provided with an expansion fitting. Expansion fittings shall be made of hot-dipped galvanized malleable iron and shall have a factory-installed packing, which will prevent the entrance of water, a pressure ring, and a grounding ring.

B. In addition to the grounding ring, a separate grounding conductor shall be provided. This grounding conductor shall be an external flexible copper ground securely bonded by approved grounding straps on each end of the fitting. Grounding conductor may be omitted when expansion fitting includes an approved integral grounding conductor or device.

C. Where conduits are buried in concrete, they shall cross the building expansion joints at right angles. Ends of conduit shall be provided with insulated bushings.

2.4 OUTLET BOXES

A. Outlet boxes for devices installed in exposed conduit system shall be cast iron or cast aluminum Type FD or approved equivalent.

2.5 OUTLET COVER PLATES

A. Cover plates shall be uniform in design and finish. Plates shall be one (1) piece of the required number of gangs. Sectional plates shall not be used.

B. Cover plates shall be stainless steel 302/304.

2.6 WIRING DEVICES

A. Wiring devices shall be as listed in the following table, except that color of device shall match color of outlet cover plate. Where cover plates are aluminum or stainless steel, device color shall be as selected by the Architect. Provide and install hospital grade devices in all areas as required by NEC Article 517. The “*” in the model numbers indicate color selection to be made.

1. 20A 125V 2P 3W Duplex (G5362-WT*/ GFTWRST20*)
   GFCI Receptacles (Outdoor)
2.7 WEATHERPROOF RECEPTACLES

A. Weatherproof receptacles shall be duplex receptacles of the ground fault current interrupting type as specified under WIRING DEVICES, mounted in a die-cast aluminum Type FD (or approved equivalent) conduit fitting with Leviton No. IUM1V-GY, (or approved equivalent) GFCI Style weather resistant metallic cover.

PART 3 - EXECUTION

3.1 MOUNTING HEIGHTS

A. Unless otherwise noted on the drawings or required by the Architect/Engineer, the mounting heights set forth below shall apply. Dimensions given are from finished floor to the top of the device unless noted otherwise noted.

1. Receptacles 1'-6" to bottom of receptacle
2. Panelboards 6'-7" to top of can
3. Motor Control Equipment 5'-0"

3.2 WIRE (600 VOLT AND BELOW)

A. Service entrance, feeders, and motor circuit conductors shall be run their entire length without joints or splices. Splices and joints in branch circuit wiring shall be only at outlets or in accessible junction boxes.

B. Joints and splices in branch circuit wiring shall be made with compression type solderless connectors. Connectors of the nonmetallic screw on type are not acceptable.

C. Terminations or splices for conductors # 6 AWG and larger shall utilize Burndy Unitap, Polaris Black or equivalent connectors.

D. Unless otherwise specified, all wiring shall be installed in conduit.

E. No wire shall be smaller than No. 12 for power or lighting service, fixture whips or for switch legs. Wire for each branch circuit shall be of a single size and type from the branch circuit protective device to the last outlet on the circuit unless noted otherwise.

F. Branch circuit home run numbers shown on the drawings shall be used for connection of circuit wiring to similarly numbered protective devices in branch circuit panelboards.
G. Where the length of a home run, from panel to the first outlet exceeds 75 feet (75') for 120-volt circuits or 175 feet (175') for 277-volt circuits, the conductor size shall be No. 10 AWG or that shown on the drawings, whichever is larger.

3.3 CONDUIT

A. Conduits shown underground shall be installed not less than thirty inches (30") below grade. Conduit locations shall be identified by means of 4" wide, detectable, Red warning/ marker tape installed in trench in accordance with NEC requirements.

B. Rigid conduit joints shall be made with threaded fittings made up tight with at least five threads fully engaged. Compression type threadless fittings and setscrew type fittings shall not be used for RGS unless specifically approved in writing by the Architect/Engineer.

C. Couplings and connectors for EMT shall be compression type or cast iron set screw type.

D. Where conduits enter boxes or cabinets that do not have threaded hubs the conduit shall be secured in place with galvanized locknuts inside and outside and shall have bushings inside for interior locations. All exterior terminations shall be made with Meyers hubs or approved equivalent. Conduits larger than one inch (1") shall have galvanized insulating bushings.

E. All conduits shall be installed as indicated or scheduled on the drawings and shall be of sufficient size to accommodate the required number of insulated conductors including equipment-grounding conductor. A grounding conductor shall be pulled in every raceway and properly terminated. The Contractor shall increase the conduit size from that shown on the drawings where necessary to accommodate the equipment-grounding conductor and/or where to comply with the NEC.

F. All conduit runs shall be installed in accordance with all applicable sections of the National Electrical Code and local codes or ordinances.

3.4 MANUFACTURER’S DIRECTION

A. Contractor shall be responsible for coordinating all aspects of equipment electrical service installation for all electrical gear, devices, architectural, and owner furnished equipment including any and all medical equipment. Contractor shall obtain and review actual manufacturer’s installation instructions and shall install electrical facilities to said equipment in
accordance with the instructions, NEC, NFPA and contract documents. Should a discrepancy exist between the manufacturer’s installation directions and the contract documents, the engineer shall be notified in writing immediately.

3.5 COORDINATION WITH OTHER TRADES

A. Prior to purchasing and installing any wire and/or conduit for all circuitry, contractor shall review equipment cut sheets and shall verify exact equipment electrical requirements. Any discrepancies between contract documents and equipment submittals shall be immediately brought to the architect/engineer’s attention for clarification.

END OF SECTION 260500
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary, and other Conditions); as appropriate, apply to the work specified in this section.

B. Refer to all Electrical specification sections, as well as the plans and specifications for the other various trades and materials and be thoroughly familiar with all provisions regarding electrical work.

1.2 ELECTRIC SERVICE

A. Contractor shall modify existing normal 120/240 volt 1 phase 3 wire electrical system(s) at the facility as specified herein and noted on the drawings. This Contractor shall be responsible for the coordination of all electrical work with the local utility company, Entergy. Contractor shall be responsible for examining the panelboards to be tied into, building structure, and site, and shall include in his bid all materials and time (regular pay and overtime pay) to install the new feeders avoiding conflicts with existing equipment to remain.

1.3 GENERAL

A. All electrical gear furnished as part of this project, panelboards, loadcenters, safety switches, etc. shall be of the same manufacturer unless specified otherwise. Electrical equipment manufactured by a subsidiary or parent company of manufacturer that is prior approved is not itself prior approved unless its own manufacturer’s name specifically is listed as being prior approved.

1.4 SERIES RATING OF EQUIPMENT

A. The electrical gear provided and installed as part of this project shall not be series rated.

PART 2 - PRODUCTS

2.1 PANELBOARDS

A. Panelboards shall be circuit breaker type using quick-make, quick-break, trip free, thermal magnetic trip indicating, bolt-on circuit breakers. Two and three pole branches and mains shall be common trip. Panelboards shall be dead front safety type with main breaker or main lugs, and number and size of branches as shown on the drawings. Panelboards
shall have single, feed through, or double lugs, to accommodate feeder conductors as shown on the drawings, and shall have neutral and ground bus for termination of conductors. Bussing shall be copper.

B. Doors shall be fitted with flush cylinder locks, keys to which shall all on project be alike. Two (2) keys shall be furnished for each lock. Cabinet fronts shall be finished as directed by the Architect/Engineer. Cabinet fronts shall not be removable with door in the locked position. Provide for each panel a directory frame with waterproof transparent plastic window on inside of door and place therein a typewritten identification of all circuits.

C. Cabinets shall be galvanized steel not less than twenty inches (20") in width. Gutters shall not be smaller than minimum dimensions required by the National Electrical Code.

D. Panelboards shall be as shown in the schedules and shall be completely factory assembled. Do not purchase panelboards or cabinets until shop drawings have been approved. Approved manufacturers include:

1. General Electric
2. Square D

E. Minimum short circuit current interrupting ratings for circuit breakers shall be 10,000 amps. Where a specific interrupting rating is shown on the drawings, in the panel schedules, or as required by the coordination and fault current study, panelboards and associated circuit breakers shall be rated for that value as a minimum at no additional cost to the owner.

F. In branch circuit panelboards having two (2) vertical columns of devices, circuit numbers shall be such that, starting at the top, odd numbers shall be used in sequence down the left hand side. See Schedule of Panelboards on drawings for circuit device sizes and number of poles.

G. Construction of panelboards shall be such that, where applicable, any three (3) adjacent single-pole devices are individually connected to each of the three different phases in such a manner that 2 or 3 pole devices, when available, can be installed at any location.

H. UL Listing: Panelboards shall be listed by UL and bear the UL label.

I. All exterior panelboards shall be rated NEMA 3R.

2.2 LABELS

A. All panelboards, loadcenters, contactors, safety switches and fused safety switches installed by this contractor shall have laminated phenolic
tags with 1/4" characters embossed thereon identifying the equipment by name, voltage, ampacity, phase and number of current carrying conductors such as:

Panel Name
120/208 V - 400A
3 Phase - 4 Wire
Fed from Panel: _____________, Circuit _____________

The tags shall be fixed to the center of the equipment cover/door with a suitable heavy duty industrial grade adhesive.

2.3 LIGHTING CONTACTORS

A. The Contractor shall furnish and install lighting contactors as indicated on Riser Diagram. Contactors shall be suitable for use at voltage rating of circuits controlled and shall have the number of poles and ampere rating shown on the drawings as a minimum.

B. The contactor amp rating shall be continuous per pole for all types of ballast and tungsten lighting, resistance and motor loads. The contactor shall have totally enclosed, double-break silver-cadmium-oxide power contacts. Auxiliary arcing contacts are not acceptable. Contact inspection and replacement shall be possible without disturbing line or load wiring. The contactor shall have straight-through wiring with all terminals clearly marked. The contactor shall be approved per UL508 and/or CSA, and be designed in accordance with NEMA ICS2-211B. They shall be industrial-duty rated for applications to 600 volts maximum. The contactor shall have the following:

1. Control-circuit fuse holder, with one (1) fuse.
2. 0.2-60 second TDE (Time Delay Energize) and TDD (Time Delay De-energize) timer attachments.

C. The contactor shall have a NEMA Type 3R enclosure and shall be the mechanically held type.

D. Coil-clearing contacts shall be supplied so that the contactor coils shall be energized only during the instance of operation. Both latch and unlatch coils shall be encapsulated.

2.4 SAFETY SWITCHES

A. Furnish and install safety switches at locations and in capacities shown on the drawings, as hereinafter specified and/or as required by the latest edition of the National Electrical Code.

B. Safety switches indoors shall be NEMA 1 – General Duty.
C. Safety switches exposed to the weather shall be rated NEMA 3R – Heavy Duty.

D. Safety switches shall be of the solid neutral type where required by circuit or feeder specified.

E. Safety switch covers shall be internally mechanically held closed when in the ON position and shall be allowed to open in the OFF position. The switch shall come equipped with provisions to allow the switch to be padlocked in the off position.

F. Galvanized angle or other suitable supports shall be provided for switches that cannot be mounted on walls or other rigid surfaces. Switches shall not be supported by conduit alone and shall not be mounted on HVAC or other equipment unless specifically approved by the Architect/Engineer. Verify mounting heights for all exterior locations with Architect/Engineer prior to rough-in.

G. Fuses shall be installed so that fuse rating and type are clearly and easily readable from the front of the disconnect.

H. Safety switches shall be General Electric, Square “D”.

PART 3 - EXECUTION

3.1 MANUFACTURER’S DIRECTION

A. All electrical gear shall be installed in accordance with the manufacturer’s directions. Contractor shall review these directions prior to rough-in. Should any discrepancies exist between the contract documents and the manufacturer’s direction, contractor shall advise the engineer in writing.

B. All electrical terminations shall be properly tightened to manufacturer’s specifications. Where manufacturer’s specifications are not available, contractor shall refer to the NEC and adjust tightness valves (torque) to the NEC published values.

C. Install all safety switches, breakers, disconnects, etc., in accordance with manufacturer’s directions and maintain all required NEC clearances. Coordinate exact locations in field with applicable contractors.
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes exterior lighting fixtures, lamps, ballasts, and accessories.

B. Where a “Standard Specification” (i.e. ANSI, UL, etc.) is referenced and no manufacturers are listed the Contractor shall submit manufacturers for Prior Approval in adherence with the specified standard.

1.3 DEFINITIONS

A. Fixture: A complete lighting unit. Fixtures include LED’s and drivers and parts required to distribute the light and connect to the power supply.

B. Lighting Unit: A fixture, or an assembly of fixtures with a common support and support accessories.

C. Luminaire: A fixture.

1.4 SUBMITTALS

A. General: Submit the following according to Conditions of Contract and Division 1 Specification Sections.

B. Product data describing fixtures and accessories. Arrange product data for fixtures in order of fixture designation. Include data on features, accessories, and the following:

1. Outline drawings of fixtures indicating dimensions and principal features.

C. Maintenance data for products for inclusion in Operating and Maintenance Manual specified in Division 1.
1.5 QUALITY ASSURANCE

A. Comply with NFPA 70 “National Electrical Code” for components and installation.
C. Listing and Labeling: Provide fixtures and accessories that are listed and labeled for their indicated use and location on the Project.
   1. The Terms “Listed” and “Labeled”: As defined in the “National Electrical Code,” Article 100.
   2. Listing and Labeling Agency Qualification: A “Nationally Recognized Testing Laboratory” (NRTL) as defined in OSHA Regulation 1910.7.
D. Manufacturers’ Qualifications: Firms experienced in manufacturing lighting units that are similar to those indicated for this Project and that have a record of successful in-service performance.

PART 2 - PRODUCTS

2.1 FIXTURE COMPONENTS, GENERAL

A. Metal Parts: Free from burrs and sharp edges and corners.
B. Sheet Metal Components: Corrosion-resistant aluminum, except as indicated. Form and support to prevent warping and sagging.
C. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed fixtures.
D. Doors, Frames, and Other Internal Access Provisions: Smooth operating, free from light leakage under operating conditions, and arranged to permit relamping without use of tools. Arrange doors, frames, lenses, diffusers, and other pieces to prevent accidental falling during relamping and when secured in the operating position. Provide for door removal for cleaning or replacing lens. Arrange for door opening to disconnect ballast.
E. Exposed Hardware Material: Stainless steel.
F. Reflecting Surfaces: Minimum reflectances as follows, except as otherwise indicated:
   1. White Surfaces: 85 percent.
   2. Specular Surfaces: 83 percent.
   3. Diffusing Specular Surfaces: 75 percent.
G. Lenses and Refractors: Materials as indicated. Use heat- and aging-resistant, resilient gaskets to seal and cushion lens and refractor mounting in fixture doors.

2.2 LED FIXTURES

A. Each luminaire shall consist of an assembly that utilizes LEDs as the light source. In addition, a complete luminaire shall consist of a housing, LED array, and electronic driver (power supply).

B. Each luminaire shall be rated for a minimum operational life of 50,000 hours at an average operating time of 11.5 hours per day. This life rating must be conducted at 40°C ambient temperature.

C. The individual LEDs shall be constructed such that a catastrophic loss or the failure of one LED will not result in the loss of the entire luminaire.

D. Luminaire shall be constructed such that LED modules may be replaced or repaired without replacement of whole luminaire.

E. Each luminaire shall be listed with Underwriters Laboratory, Inc. Under UL 1598 for luminaires or an equivalent standard from a nationally recognized testing laboratory.

F. Operation Voltage: The luminaire shall operate from a 60 HZ±3 HZ AC line over a voltage ranging from 108 VAC to 305 VAC. The fluctuations of line voltage shall have no visible effect on the luminous output.

G. Power factor: The luminaire shall have a power factor of 0.90 or greater and CRI of 80 (min.).

H. Surge Suppression: The luminaire onboard circuitry shall include fused surge protection devices (SPD) to withstand high repetition noise transients as a result of utility line switching, nearby lightning strikes and other interference. The SPD shall protect the luminaire from damage and failure for common mode transient peak voltages up to 10 kV (minimum) and transient peak currents up to 5 kA (minimum). SPD shall conform to UL 1449 depending on the components used in the design. SPD performance shall be tested per the procedures in ANSI/IEEE C62.41-1992 (or current edition) for Category C (standard). The SPD shall fail in such a way as the luminaire will no longer operate. The SPD shall be replaceable.

I. Each luminaire shall have integral UL Listed Class II power supplies. Class I power supplies will not be acceptable.
J. Drivers shall have a Class A sound rating operating temperature range of -40°C to +40°C.

K. The thermal management (of the heat generated by the LEDs) shall be of sufficient capacity to assure proper operation of the luminaire over the expected useful life.

L. The LED manufacturer’s maximum thermal pad temperature for the expected life shall not be exceeded.

M. Thermal management shall be passive by design. The use of fans or other mechanical devices shall not be allowed.

N. The luminaire shall have a minimum heat sink surface such that LED manufacturer’s maximum junction temperature is not exceeded at maximum rated ambient temperature (operating temperature range of -40°C to +40°C).

O. The heat sink material shall be aluminum.

P. The luminaire shall be a single, self-contained device, not requiring on-site assembly for installation and shall have Nema 4X certification.

Q. LED luminaires shall include 5-year warranty including labor to replace said drivers or fixtures for 5-year period.

2.3 FINISH

A. Metal Parts: Manufacturer’s standard finish except as otherwise indicated. Finish applied over corrosion-resistant primer, free of streaks, runs, holidays, stains, blisters, and similar defects. Remove poles, fixtures, and accessories showing evidence of corrosion or finish failure during Project warranty period and replace with new items.

B. Other Parts: Manufacturer’s standard finish except as otherwise indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Set units plumb, square, level, and secure according to manufacturer’s written instructions and shop drawings.

B. Fixture Attachment: Fasten to structural supports.

C. Fixture Attachment with Adjustable Features or Aiming: Attach fixtures and supports to allow aiming for indicated light distribution.
3.2 FIELD QUALITY CONTROL

A. Inspect installed units for damage.

B. Tests: Verify normal operation of lighting units after installing fixtures and energizing circuits with normal power source.

C. Replace or repair damaged and malfunctioning units and retest.

3.3 ADJUSTING AND CLEANING

A. Clean components on completion of installation. Use methods and materials recommended by manufacturer.

B. Adjust aimable fixtures to provide required light intensities.

END OF SECTION 265600
PART 1 - GENERAL

1.1 DESCRIPTION OF THE WORK

A. Provide metal fences and gates as complete units produced by a single manufacturer including necessary erection accessories, fittings and fastenings.

1.2 SUBMITTALS

A. Submit 6 copies of manufacturer’s technical data, and installation instructions for metal fencing and gates. Transmit copy of each instruction to the Installer.

PART 2 - PRODUCTS

2.1 GENERAL

A. Pipe sizes indicated are commercial pipe size. Equivalent tubular sections, H-sections or roll-formed sections may be substituted for pipe sections, if acceptable to the Architect.

2.2 STEEL FENCING

A. Fabric: Number 9-gauge (0.148") steel wires, 2" mesh, with top salvages knuckled for fabric 5’ high and under, and both top and bottom salvages twisted and barbed for fabric over 5’ high.

1. Furnish one piece fabric widths for fencing up to 12’ high.

2. Fabric finish, polyvinyl chloride (PVC) plastic resin finish over galvanized steel wire, not less than 7 mil (0.007") thick. Color to be black.

B. Framework: Galvanized steel, ASTM A120 with not less than 1.8 ounces zinc per square foot.

1. Provide manufacturer’s standard polyvinyl chloride (PVC) plastic resin finish over galvanizing, not less than 10 mil (0.010") thick. Color to match chain link fabric.

C. Hardware and Accessories: Galvanized, ASTM A153, with zinc weights of ASTM A153.

1. Provide manufacturer’s standard polyvinyl chloride (PVC) plastic resin finish over galvanizing, not less than 10 mil, and (0.010") thick. Color to match chain link fabric.
2.3 FRAMING AND ACCESSORIES

A. End, Corner and Pull Posts: Minimum sizes and weights as follows:
   
   1. Up to 6’ fabric height: 2.375” outside diameter steel pipe, 3.65 pounds per lineal foot weight, .154” wall thickness.
   2. Over 6’ fabric height: 2.875” outside diameter steel pipe, 5.79 pounds per lineal foot weight, .203” wall thickness.

B. Line Posts: Space 10’ on center maximum unless otherwise shown of following minimum sizes and weights.
   
   1. Up to 6’ fabric height: 1.90” outside diameter steel pipe, 2.70 pounds per lineal foot weight, .154” wall thickness.
   2. Over 6’ fabric height: 2.375” outside diameter steel pipe, 3.65 pounds per lineal foot weight, .154” wall thickness.

C. Gate Posts: Furnish posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:
   
   1. Up to 6’ wide, 2.875” outside diameter steel pipe, 5.79 pounds per lineal foot weight, .203” wall thickness.
   2. Over 6’ and up to 12’ wide: 4.0” outside diameter steel pipe, 9.11 pounds per lineal foot weight, .226” wall thickness.

D. Top Rail, Bottom Rail, & Mid Rail: 1.660” outside diameter steel pipe, 1.431 pounds per lineal foot weight, .085” wall thickness. Furnish in manufacturer’s longest lengths with expansion type couplings, approximately 6’ long, for each joint. Provide means for attaching rail securely to each gate, corner, pull, and end post.
   
   1. Provide top rail and bottom rail at all fencing.
   2. Provide mid/brace rails at all fencing 6’ high and over. Maximum spacing of mid rails shall be 5’-0” o.c.

E. Stretcher Bars: One-piece lengths equal to full height of fabric with minimum cross-section of 3/16” x 3/4”. Provide one stretcher bar for each gate and end post and two for each corner and pull post, except where fabric is integrally woven into post.

F. Stretcher Bar Bands: Space not over 15’ on center to secure stretcher bars to end, corner, pull and gate posts.

G. Wire Ties: For tying fabric to line posts, use wire ties spaced 12” on center. For tying to rails and braces, use wire ties spaced 24” on center. For tying fabric to tension wire, use hog rings spaced 24” on center.
H. Manufacturer’s alternate standard procedure will be accepted if of equal strength and durability.

I. Concrete: Provide concrete consisting of Portland cement, ASTM C150, aggregates, ASTM C33, and clean water. Mix materials to obtain concrete with a minimum 28 day compressive strength of 2500 pounds per square inch using at least 4 sacks of cement per cubic yard, 1" maximum size aggregate, maximum 3" slump and 2% to 4% entrained air.

2.4 HINGED GATES

A. Gates: Furnish horizontal and vertical members to ensure proper gate operation and for attachment of fabric, hardware and accessories. Space so that frame members are not more than 8’ apart. Fabricate gate perimeter frames of tubular members as follows:

1. Up to 6’ high or leaf width under 8’: 1.660” diameter steel pipe, 1.431 pounds per lineal foot weight, .085” wall thickness.
2. Over 6’ high or leaf width over 8’: 1.90” outside diameter steel pipe, 2.27 pounds per lineal foot weight, .120” wall thickness.

B. Assemble gate frames by welding or with special fittings and rivets for rigid connections. Use same fabric as for fence, unless otherwise indicated. Install fabric with stretcher bars at vertical edges. Bars may also be used at top and bottom edges. Attach stretchers to gate frame at not more than 15” on center. Attach hardware to provide security against removal or breakage.

C. Install diagonal cross-bracing consisting of 3/8” diameter adjustable length truss rods on gates to ensure frame rigidity without sag or twist, if required.

D. Gate Hardware: Furnish the following hardware and accessories for each gate.

1. Hinges: Size and material to suit gate size, non-lift-off type, offset to permit 180˚ gate opening. Provide 1-1/2 pair of hinges for each leaf over 6’ nominal height.
2. Latch: Forked type or plunger bar type to permit operation from either side of gate with padlock eye as integral part of latch.
3. Keeper: Provide keeper for vehicle gates which automatically engages gate leaf and holds it in open position until manually released.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine the conditions under which the fence and gates are to be installed and notify the Contractor in writing of conditions detrimental to the proper and timely
completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.

B. Contractor shall be responsible for locating and marking all existing underground utilities, drainage, etc. that may be detrimental to proper and timely completion of the work.

3.2 INSTALLATION

A. Do not begin installation and erection before final grading is completed, unless otherwise permitted.

B. Excavation: Drill holes for posts of diameters and spacing shown, in firm, undisturbed or compacted soil.

1. If not shown on the drawings, excavate holes to the minimum diameters as recommended by fence manufacturer.

C. Unless otherwise indicated, excavate hole depths approximately 3" lower than the post bottom with bottom of posts set not less than 36" below the surface.

D. Setting Posts: Center and align posts in holes 3" above bottom of excavation.

E. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment and hold in position during placement and finishing operations.

F. Top Rails: Run rail continuously through post caps bending to radius for curved runs. Provide expansion couplings as recommended by fencing manufacturer.

G. Brace Assemblies: Install braces so posts are plumb when diagonal rod is under proper tension.

H. Tension Wire: Install tension wires by weaving through the fabric and tying to each post with not less than 6-gauge galvanized wire or by securing the wire to the fabric.

I. Fabric: Leave approximately 2" between finish grade and bottom salvage unless otherwise indicated. Pull fabric taunt and tie to posts, rails, and tension wires. Install fabric on security side of fence and anchor to framework so that fabric remains in tension after pulling force is released.

J. Stretcher Bars: Thread through or clamp to fabric 4" on center and secure to posts with metal bands spaced 15" on center.

K. Gates: Install gates plumb, level and secure for full opening without interference. Install ground set items in concrete for anchorage as recommended by the fence manufacturer. Adjust hardware for smooth operation and lubricate where necessary.
L. Tie Wires: Use U-shaped wire, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least 2 full turns. Bend wire to minimize hazard to persons or clothing.

M. Fasteners: Install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

END OF SECTION 323113
Geotechnical Engineering Report

J.I. Watson Middle School
West Miller Avenue
Iowa, Louisiana

for

Calcasieu Parish School Board
c/o Moss Architects, Inc.
3221 Ryan Street, Suite B
Lake Charles, LA 70601

Attn: Mr. David Moss, A.I.A.

prepared by

Daniel J. Holder, P.E., Inc.
Consulting Civil / Geotechnical Engineer
2767 Scarborough Drive
Lake Charles, LA 70615

DJH File 13-067
30 November 2013
30 November 2013

Calcasieu Parish School Board

c/o Moss Architects, Inc.
3221 Ryan Street, Suite B
Lake Charles, LA 70601

Attn: Mr. David Moss, A.I.A.

RE: Geotechnical Engineering Report
   J.I. Watson Middle School
   West Miller Avenue
   Iowa, Louisiana
   DJH File 13-067

Dear Mr. Moss:

I have completed the Geotechnical Engineering Report for the referenced project, and am submitting the same herewith. This work was performed in general accordance with my written scope of work dated 29 August 2013, and was authorized by Purchase Order No. 14003188 issued by the Calcasieu Parish School Board on 13 September 2013.

Please advise if you have any questions regarding this information, or if I may be of any additional assistance. It has been a pleasure working with you on this project.

Sincerely,

Daniel J. Holder, P.E.
Louisiana P.E. Reg. No. 26532

Report Distribution:

Mr. David Moss, A.I.A., Moss Architects, Inc.: 3 copies, 1 electronic file (.PDF)
Mr. Charles Ladner, P.E., Charles Ladner & Associates, Inc.: 1 electronic file (.PDF)
Geotechnical Engineering Report

J.I. Watson Middle School
West Miller Avenue
Iowa, Louisiana

DJH File 13-067; 30 November 2013

PROJECT INFORMATION

1. Description of Project. Based on the information provided, I understand that this project will consist of a new, 70,000 square foot middle school facility. The structure will be a one- and two-story steel frame structure with masonry veneer and prefabricated metal trusses, or a pre-engineered metal structure. Building loads are expected to be on the order of 3 to 6 kips per foot for walls and 40 to 100 kips for columns (the larger column loads are likely for the two story sections and/or long spans). Site pavements are expected to consist of Portland cement concrete. Minimal fill (1 to 2 feet or less) is expected to bring the site to the desired subgrade elevation.

The site is located on the west side of the existing Iowa High School, on the south side of West Miller Avenue, in Iowa, Louisiana. Refer to the Site Vicinity Map (Figure 1), the Google Earth Aerial Photograph (Figure 2), and the Boring Location Plan (Figure 3) in the Appendix.

RESULTS OF INVESTIGATION

2. General. This investigation included the following work activities.

- a review of available geologic information,
- a site reconnaissance by the project engineer,
- four (4) soil borings to the 25 to 40 foot depth in the building area and three (3) to the 4 foot depth in the pavement areas,
- laboratory testing of selected soil samples,
- engineering analyses and evaluations, and,
- the preparation of this report by the Geotechnical Engineer.

The approximate boring locations are shown on Figures 2 and 3 in the Appendix.

3. Site Conditions. The site consists largely of a large open field of mowed grass used for athletic activities by the J.I. Watson High School. The eastern half or so is a football practice field, and the west half appears to be used for baseball activities and some limited bus parking, the latter in a gravel covered area alongside a gravel road. The site is bordered by single family residential homes to the north, the existing high school to the east, and similar open, grass covered fields to the south and west.
Overall, the site appears to be relatively flat and level, with poor to very poor drainage. A 2 to 3 foot deep, open ditch separates the site from the high school building. According to historic aerial photographs available on Google Earth (e.g., Figure 2), the site has remained relatively unchanged since at least March 1998.

According to the Geologic Map of Louisiana (Pope, et al, 1984), the site is underlain by the Prairie Formation of Pleistocene Age. These soils are described as “Light gray to light brown clay, sandy clay, silt, sand, and some gravel.” A portable GPS unit indicated that the center of the site is located at an approximate latitude and longitude of N 30° 14' 41.6" and W 93° 01’ 06.2,” respectively. The appropriate U.S.G.S. Topographic Map indicates that the site is at an elevation of about +20 MSL. Refer to Figures 1, 2, and 3 in the Appendix.

4. **Soil and Ground Water Conditions.** In general, the soils encountered in the borings made for this project may be described as follows.

**Generalized Soil Stratification**

<table>
<thead>
<tr>
<th>Depth (ft)</th>
<th>Soil Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 2</td>
<td>Firm dark brown very SILTY fine SAND (SM), w/ roots</td>
</tr>
<tr>
<td>2 to 4</td>
<td>Very stiff dark (or light) brown with red CLAY (CH), w/ reddish brown oxides &amp; large dark gray silt fractures</td>
</tr>
<tr>
<td>4 to 8</td>
<td>Stiff to very stiff light gray &amp; tan SILTY to SANDY CLAY (CL), w/ brown oxides &amp; gray silt fractures / pockets</td>
</tr>
<tr>
<td>8 to 13</td>
<td>Firm light gray w/ tan SILTY fine SAND (SM) (grading to very silty to sandy clay from 10’ to 13’ in B-2 and B-3)</td>
</tr>
<tr>
<td>13 to 40</td>
<td>Stiff bluish gray w/ brown or light gray and brown CLAY (CH), w/ brown oxides &amp; calcium nodules</td>
</tr>
</tbody>
</table>

The borings were initially advanced using dry auger methods to determine the presence of and the hydrostatic conditions of ground water in the boreholes. Ground water was first encountered at about the 7½ to 9 foot depth or so, and rose about 1 to 2 feet during a brief (about 15 minute) observation period. The depth to ground water can fluctuate with seasonal variations in rainfall and evaporation, etc. The actual depth to ground water should be determined more accurately at the time of construction, but should be at about the 6 to 8 foot depth at this site.

The information contained in this section has been generalized from the data obtained from all of the soil borings made for this investigation, and is meant to provide the
reader with a general overview of the soil and ground water conditions. For more specific information, refer to the Boring Logs in the Appendix.

GEOTECHNICAL RECOMMENDATIONS

5. General Considerations. The upper 2 feet or so of dark brown or gray silty fine sand at this site is not considered suitable for the support of the building foundations, floor slabs, or pavements. This material has roots and other organic matter, and should be removed and replaced with compacted, select fill as part of the site preparation activities.

The underlying clay is also of concern. According to laboratory tests on geologically similar soils and published correlations (e.g., Bowles, 1982), this material has high potential for volume change with fluctuations in moisture content (i.e., it has significant expansive properties).

Therefore, it is recommended that the upper 2 to 4 feet of soil be removed from the building pad area and be replaced with compacted, select fill. Any additional fill placed to achieve the desired subgrade elevation should also consist of compacted, select fill. The combination of undercut and new fill should be employed to provide a “buffer” of compacted, select fill between the bottom of the floor slabs and foundations and the underlying clay. It is recommended that this buffer be at least 2 feet thick beneath the foundations and 4 feet thick beneath the floor slabs. This buffer will help minimize the possibility and the magnitude of any expansive movements. Typically, if shallow foundations are to be employed for the support of the structure, a reinforced slab foundation (i.e., a “ribbed” or “waffle” slab”) is utilized to provide stiffness in the foundation system and resist total and differential soil movements.

The approach described in the preceding paragraph has been used successfully on many projects in this area, but it should be emphasized that this will not guarantee that some movements won’t occur, particularly under extreme conditions of moisture change (e.g., extended droughts or periods of excessive rainfall, etc.) and/or severe loading conditions. However, any such movements should be relatively minor, causing only aesthetic damages (e.g., minor cracks in brick and masonry exteriors, minor cracks in interior finishes, slight unlevelness of floors and other horizontal surfaces, and door and window jambs that “stick” or become slightly out of square); serious structural damage would not be likely. The higher the quality of the earthwork operations, and the stiffer the foundation is constructed, the less likely are the chances for the movements described above.

If the possibility of these minor movements is not acceptable, then drilled shafts will have to be utilized to support the new building, along with a floor slab separated from the clay subgrade by the buffer pad described above (or a structural floor slab
supported by collapsible forms, e.g., J Voids) to provide a buffer between the swelling clays and the building elements.

It can be seen from the preceding paragraphs that site preparation and earthwork activities will be significant for this project. It is essential that the underlying tan and light gray clay subgrade be exposed and approved by the Geotechnical Engineer’s representative prior to placing select fill. It is particularly important that any old building foundations, fill or other unsuitable conditions be identified and adequately undercut prior to placing select fill. Recommendations for site preparation and earthwork are provided in Section 6.

Once the Site Preparation and Earthwork Activities are completed, shallow footings should be suitable for the support of the building for this project, provided some soil movements can be tolerated. The use of a reinforced slab foundation (i.e., a “ribbed” slab) is recommended to provide rigidity in the slab to help resist differential settlements. The slab may be conventionally reinforced or post-tensioned with high strength steel tendons. Recommendations for shallow foundations are provided in Section 7.

Alternately, the new building for this project may be supported upon drilled, cast-in-place, concrete shafts, as described above. Drilled shafts are especially suitable for supporting large column loads and resisting lateral loads and overturning moments. The compacted, select fill pad previously described is still recommended to provide a buffer between the building elements (i.e., floor slab and grade beams) and the expansive clays. Excavations for drilled shafts will likely require full depth drilling slurry and temporary steel casing to maintain the sides of the excavation and prevent “quick” conditions at the base of the excavations. Recommendations for drilled shafts are provided in Section 8.

It is not likely that the completely removal and replacement of the unsuitable shallow soils will be economical for the support of the site pavements for this project. In these areas, it should be acceptable to strip the vegetation and any unsuitable soils containing organic matter, and place the pavement section on the resulting subgrade surface (or select fill, if required by grading considerations. Recommendations for Site Preparation and Earthwork Activities are provided in Section 6; recommendations for Site Pavements are provided in Section 9.

6. Site Preparation and Earthwork Activities. The shallow, unsuitable silty soils should be removed to expose the firm, stable tan and light gray clayey subgrade. Particular attention should be given to properly undercutting any soft or unsuitable features during site preparation. A minimum undercut of 2 feet should be anticipated, with deeper excavations required for any isolated poor conditions, or to help provide the recommended buffer of new select fill. The undercuts, when coupled with the new fill added to the site to reach desired subgrade elevations, should extend deep enough into
the underlying clayey subgrade to provide the buffer of 2 feet below the footings and 4 feet below the bottom of the slab, as described in Section 5.

The exposed subgrade surface should be inspected to ensure that a suitable surface exists upon which to place select fill. This inspection may include proofrolling the subgrade with a loaded, tandem-axle dump truck or other means as determined by the inspector. Care should be taken to properly identify and undercut any old tree stumps, building foundations, or any other unnatural materials. Any areas that are determined to be unsuitable for fill placement should be further undercut or stabilized to achieve a stable subgrade surface. Proper subgrade preparation and inspection is essential for the development of this project.

Once a firm subgrade exists upon which to conduct fill operations, select fill may be placed to achieve the desired building pad elevation, if required. The new building pad should extend a minimum horizontal distance of 10 feet outside the exterior building lines, if possible, and be sloped at a minimum of 10 Horizontal to 1 Vertical (10H:1V) to facilitate drainage away from the building foundations.

Select fill should consist of a silty or sandy clay with a Liquid Limit of 30 to 42 and a Plasticity Index of 12 to 22. The fill should be placed in 6 inch thick loose lifts or less and compacted to 95% of the Standard Proctor Maximum Dry Density at ±2% of the Optimum Moisture Content (ASTM D 698). Each lift should be tested to ensure compliance with these recommendations prior to placing subsequent lifts. A minimum testing frequency of one test per 2,500 square feet, but not less than 3 tests, per lift is recommended. All subgrade preparation and earthwork activities should be observed and tested by qualified personnel experienced in earthwork inspection.

Good surface drainage should be established prior to and during the earthwork activities. Standing water on the subgrade or in any excavations should be promptly drained or pumped off.

7. Shallow Foundations. Following the completion of the Site Preparation and Earthwork activities described in Section 6, shallow foundations should be suitable for the support of the new building, provided some settlement and/or other minor soil movements can be tolerated. A reinforced slab foundation is recommended for this project to help accommodate soil movements.

7.1 Reinforced Slab (or "Ribbed") Foundation. A reinforced slab foundation consists of a monolithic slab-on-grade with turned-down edges (perimeter grade beams); interior grade beams may be included if required by the building loads and/or stiffness considerations. The perimeter grade beams function as shallow foundations to carry the exterior wall loads and serve to cutoff moisture fluctuations in the soils supporting the slab from the surrounding environment. Interior grade beams serve to stiffen the slab system, allowing it to better
accommodate movements in the supporting soils. Interior grade beams should be located beneath any load bearing interior walls and/or columns, in which case they should be designed as a shallow foundation. The spacing of the interior grade beams should be determined by the structural engineer; typically, maximum spacings of 15 feet or less (each way) are utilized. Adequate reinforcement, as determined by the structural engineer, should be provided in the slab-on-grade foundation and grade beams. The entire slab system should be placed monolithically (in one pour), or dowelled to provide equivalent rigidity.

The slab foundation may be reinforced with conventional reinforcing steel (rebar) or post tensioned steel tendons (i.e., a post-tensioned slab). The grade beam dimensions and reinforcement of either foundation system should be determined by a qualified design professional knowledgeable in the design of slabs-on-grade.

The slab section should be underlain by a suitable polyethylene vapor barrier (e.g., Visqueen) and a granular leveling layer. The vapor barrier should extend beneath the grade beams and/or shallow foundation elements; the granular layer is typically located just beneath the slab-on-grade.

7.2 Bearing Capacity and Soil Movements. Shallow foundations or load bearing grade beams should bear within the new, properly placed and compacted fill. Shallow foundations or load bearing grade beams bearing designed in accordance with these recommendations may be designed for a maximum net allowable soil bearing capacity of 2,000 pounds per square foot (psf); capacities for column footings may be increased to 2,600 psf. The exterior grade beams should extend to a depth of at least 2 feet below finished exterior grades to help minimize moisture fluctuations in the foundation soils. In the case of any grade beams or footings near the edge of a slope, the bottom of the grade beams or footings should be at least 10 feet from the face of the slope (measured horizontally).

Net allowable soil capacities take into account the weight of the concrete and backfill below grade; thus, no adjustments to the design loads are necessary. The bearing capacities provided in this section include a factor of safety of at least 2 against shear failure of the bearing soils. A minimum footing or grade beam width of 18 inches (24 inches for column footings) is recommended to minimize the possibility of shear "punch" failure of the bearing soils.

Post-construction soil movements from normal foundation settlements are expected to be on the order of one inch or less. Differential movements should be about one-half to two-thirds of the total observed movement.
7.3 Rectangular Footings and Overturning. Capacities for rectangular footings may be increased according to the following formula:

\[ q_r = q_w (1 + 0.3 \frac{B}{L}) \]

where:
- \( q_r \) = net allowable bearing pressure for rectangular footings (psf)
- \( q_w \) = net allowable bearing pressure for continuous footings given in Section 7.2 (psf)
- \( B \) = footing width
- \( L \) = footing length (L>B)

Resistance to overturning loads should only consider the *effective* footing area, i.e., the portion of the footing centered beneath and effective in carrying the load. The equivalent footing dimensions \( B' \) and \( L' \) of the effective footing area are defined as:

\[ B' = B - 2e_B \quad \text{and} \quad L' = L - 2e_L \]

where \( e_B \) and \( e_L \) are the eccentricity in each direction. Eccentricity is defined as the moment \( (M) \) divided by the axial load \( (P) \), or

\[ e_B = \frac{M_B}{P_B} \quad \text{and} \quad e_L = \frac{M_L}{P_L} \]

7.4 Lateral Loads. Lateral loads on the foundation will be resisted by sliding resistance between the base of the foundation and the underlying soil and by lateral earth pressure against the side of the foundation; the latter should be neglected for shallow foundations for this project. The allowable sliding resistance, \( f_s \), may be taken as 0.2 times the applied bearing pressure, not to exceed a value of 250 psf. This is an allowable value; a safety factor of about 1½ to 2 against sliding resistance has already been included.

7.5 Uplift Loads. Foundations placed to depths of about 4 feet or less should be designed for uplift by taking into account the dead weight of the concrete and any overlying backfill. A typical unit weight of 120 pounds per cubic foot (pcf) should be utilized for the soil backfill if properly placed and compacted (refer to Section 6). Granular soils should not be used for backfill over foundations subject to uplift because the soils could become saturated if poor drainage exists. Buoyant unit weights (i.e., subtract the unit weight of water, 62.4 pcf) should be used for uplift calculations if proper drainage cannot be assured.

7.6 Construction Considerations. Shallow excavations (i.e., 4 to 6 feet deep or less) for foundations in stiff natural soils at this site should remain stable (i.e., should not cave) for short periods of time, particularly in the absence of surface or ground water. Excavations that remain open for longer periods of time will be subject to significant ground water intrusion. The reinforcing steel and concrete
for the foundations should be placed expeditiously following the completion of the excavation. The excavations should not be permitted to stand open any longer than necessary. Any water that may accumulate in the excavations should be pumped out immediately.

The foundation excavations should be inspected by the geotechnical engineer's representative to ensure that the bearing surface is properly prepared prior to placing the reinforcing steel or concrete for the foundation. The soils at this site can become significantly weaker if wetted or disturbed during the construction operations. Traffic in the excavations should be prohibited, and drainage should be provided to direct surface and ground water (if any) away from the excavations. If the concrete for the foundation will not be placed on the same day as the excavation, a "mud mat" of lean concrete should be placed to protect the bearing surface.

According to OSHA regulations (CFR 1926.650 through 1926.652, and Appendix A to Subpart P), the contractor is responsible for developing and maintaining the appropriate safety systems for excavations on the project. The soils should be classified as Type C for this purpose. Recommendations for temporary slopes and/or shoring are beyond the scope of this investigation, but can be provided upon request once more specific design details are available.

8. Drilled Shaft Foundations. Straight-sided drilled shafts should be utilized for this project; belled (underreamed) shafts will experience construction difficulties due to the presence of sandy soils and ground water at this site. Excavations for drilled shafts will require temporary steel casing and/or full depth drilling slurry to remain stable (i.e., not cave), particularly through the wet sandy soils from about the 6 to 13 foot depth. The contractor should be thoroughly experienced with the use of these drilling techniques or significant construction difficulties and/or inadequate shaft sections could result. Refer to Section 8.5 for construction considerations.

8.1 Axial Capacity. The compressive axial capacity of drilled shafts is derived from skin friction at the soil-shaft interface and end bearing. Uplift resistance is provided by skin friction and the buoyant weight of the shaft.

Numerous shaft diameters and embedment depths were considered in order to allow the project designer to select the most suitable shaft geometry for the specific loading conditions. These values are tabulated below. The allowable shaft capacities include factors of safety of 2 and 2.5 for skin friction and end bearing in compression, respectively, and 2.5 for skin friction in uplift. The buoyant unit weight of the shaft is also included in the provided uplift capacities, along with a factor of safety of 1.1. Capacities for intermediate diameters and/or depths may be interpolated from the table. Extrapolation beyond the specified diameters and depths is not recommended without further consultation.
**Allowable Compression/Uplift Loads for Single Drilled Shaft Foundations (kips)**

<table>
<thead>
<tr>
<th>Depth (ft)</th>
<th>18 Inch Diameter</th>
<th>24 Inch Diameter</th>
<th>30 Inch Diameter</th>
<th>36 Inch Diameter</th>
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</thead>
<tbody>
<tr>
<td>15</td>
<td>36 / 23</td>
<td>52 / 31</td>
<td>70 / 40</td>
<td>90 / 50</td>
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<td>20</td>
<td>50 / 35</td>
<td>70 / 48</td>
<td>93 / 61</td>
<td>118 / 75</td>
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<tr>
<td>25</td>
<td>64 / 47</td>
<td>89 / 64</td>
<td>117 / 82</td>
<td>147 / 101</td>
</tr>
<tr>
<td>30</td>
<td>78 / 59</td>
<td>106 / 80</td>
<td>140 / 103</td>
<td>175 / 126</td>
</tr>
</tbody>
</table>

All shaft capacities cited above are based on good quality construction procedures being utilized. Sufficient full depth reinforcement, as determined by the structural engineer, is required to develop the full tensile capacity of the shaft.

### 8.2 Settlement

Total settlements for drilled shaft foundations designed and constructed in accordance with these recommendations are estimated to be about one-half inch or less. Differential settlements between adjacent shafts should be about one-half to three-quarters of the observed total settlement.

### 8.3 Lateral Loads and Overturning Moments

It is not known if the tops of the drilled shafts will be subject to lateral loads and/or overturning moments, or if these forces will be resisted by the structure itself. The evaluation of lateral loading and overturning moments on drilled shafts can be complex and time consuming for a large number of shaft geometries, such as that provided in this report. Once the final loading conditions on the drilled shafts are known, this office should be contacted for further evaluation.

### 8.4 Shaft Spacing and Group Effects

Shaits should be spaced a minimum of 2.5 to 3 diameters center-to-center or 5% of the shaft length, whichever is greater. Large groups of shafts are not anticipated; however, if groups of 5 or more shafts are utilized, the Geotechnical Engineer should be permitted to evaluate group efficiencies.

### 8.5 Construction Considerations

Excavations for drilled shafts will require temporary steel casing and/or full depth drilling slurry to remain stable (i.e., not cave), particularly through the wet sandy soils from about the 6 to 13 foot depth. The contractor should be thoroughly experienced with the use of these drilling techniques or significant construction difficulties and/or inadequate shaft sections could result. Drilling slurry, if utilized, should be introduced into the excavation immediately upon drilling, and maintained at full depth during the drilling and concreting operations. The excavation and concrete placement should proceed as expeditiously as possible. Once the excavation is started, it should be
completed and concrete placed without delay. The slurry should be premixed and brought to the proper consistency, etc., before introducing into the excavation. The drilling tools (augers) should be designed such that the slurry can pass freely around or through the tool as the auger is withdrawn, and the auger should be operated slowly enough that suction does not develop beneath the auger and cause caving. The bottom of the excavation should be cleaned out with an air lift pump or similar device; a clean-out bucket is not recommended. Prior to cleanout, the slurry should be allowed to stand undisturbed for about 15 to 30 minutes to allow all suspended solids to settle out.

The reinforcing steel and concrete for the shaft should be placed immediately after the clean out operations are complete. The reinforcing cage should be fixed in place with centralizers or other means so that it is not disturbed by the concrete placement. If temporary steel casing is used to achieve a dry excavation, the concrete may be dropped freely through the excavation, provided it is not permitted to strike any obstructions on the way down and does not land in standing water. If this cannot be achieved, a full depth tremie should be utilized to place the concrete. A "head" of concrete of at least 5 feet above the bottom of the casing should be maintained while the temporary casing is withdrawn.

If drilling slurry is utilized, the concrete should be placed by means of a full depth, water-tight tremie with a valve or other means of separating the slurry from the concrete (e.g., a pig). The concrete should be proportioned so that it has the proper strength as determined by the project designers, while maintaining a slump of 6 to 8 inches at the time of placement. This is critical to ensure that the slurry is completely displaced, and that no voids remain within the completed shaft. All drilling and concreting operations should be observed by qualified personnel experienced in drilled shaft inspection techniques.

9. Pavements. The success of any pavement system depends primarily on four factors: traffic volume and wheel (or axle) loadings, drainage, construction quality, and regular inspection and maintenance. These considerations are discussed in Section 9.1.

It has been the experience of this author that Portland cement concrete (PCC) pavements generally perform better than asphaltic concrete (AC) pavements in this area, and thus are recommended for use on this project. PCC pavements generally require a larger initial investment; however, future maintenance costs are generally less than that of AC pavements. Recommendations for PCC pavements are provided in Section 9.2.

The previous paragraph notwithstanding, properly designed and maintained asphalt pavements can also perform satisfactorily for projects of this type, and are discussed for the project designer's consideration. AC pavements generally involve less initial investment, although greater future maintenance costs are involved. Recommendations for AC pavements can be provided upon request.
9.1 General Considerations for Pavement Systems.

- **Traffic Loading Conditions.** Pavement sections should be designed to accommodate the anticipated traffic volume and loadings. Overloading pavement sections through excessive wheel loads and/or repetitions will lead to premature pavement failure.

  It is anticipated that traffic loading conditions for this project will be limited to site access and parking for light passenger car traffic in the parking areas, and frequent school bus traffic and occasional delivery and/or dumpster vehicles in the driveway areas. It is further expected that the larger vehicles will be separated from the parking areas of passenger car vehicles and limited to specific traffic lanes.

- **Drainage.** Establishing and maintaining good drainage is essential to the successful performance of pavements. Without good drainage conditions, premature pavement failure can be expected. The final subgrade surface should be contoured to channel surface and subsurface water away from the pavements. If site grades allow, the pavement sections should be elevated so that an aggregate base course can drain freely. Otherwise, a soil-cement base or other such base that will not trap water beneath the pavements should be utilized.

- **Construction Quality.** Quality construction practices and inspection services are essential for the successful installation and performance of pavements. Construction inspection services by Geotechnical Engineer’s representative are considered essential for this phase of the project.

- **Inspection and Maintenance.** A regular inspection and maintenance program should be conducted to ensure that the pavement is maintained in good operating condition. The pavements should be inspected regularly to verify that adequate drainage is maintained and that all joints are properly sealed and free of vegetation or debris. When pavement distress is noted, the appropriate measures (e.g., patching, sealing, resurfacing, etc.) should be performed to keep the pavements in good operating condition.

9.2 Portland Cement Concrete (PCC) Pavements. The automobile parking pavement section should consist of 5 inches of concrete (minimum compressive strength of 4,000 psi) underlain by 4 inches of crushed aggregate or 6 inches of soil-cement base. The aggregate should meet the gradation requirements of LA DOTD Section 1003.03(b); a locally available product known as 610 road base should meet this specification. Traffic lanes limited to passenger vehicles should consist of 7 inches of concrete (8 inches beneath any bus, truck or dumpster traffic) underlain by 4 inches of crushed, well graded aggregate or 6 inches of soil-cement.
base. The PCC pavement should be at least 9 inches thick in the dumpster loading zone, if applicable. A suitable non-woven geotextile (US Fabrics US 160NW, or equal) should be provided between the aggregate base and the subgrade to prevent the mixing of the base and subgrade. If suitable drainage cannot be provided for a granular base, a 6 inch thick soil-cement base should be utilized. The soil-cement base, if utilized, should be constructed in accordance with LA DOTD Standard Specifications for Roads and Bridges Section 303. A treatment percentage of 10% cement (by volume) may be used for planning purposes; however, the appropriate treatment percentage should be determined by additional laboratory testing prior to construction using LA DOTD Testing Procedure Manual TR 432.

Appropriate reinforcement as determined by the design engineer should be used and adequate control joint spacing (15 feet or less is suggested) should be observed. Pavements should be isolated from building foundations by means of suitable expansion and/or control joints, if applicable.

All aspects of the pavement design and construction should conform to the American Concrete Institute (ACI) Standard 330R-08: Guide for Design and Construction of Concrete Parking Lots, the LA DOTD Standard Specifications for Roads and Bridges, Section 601 - Portland Cement Concrete, and other applicable engineering specifications.

9.3 General. Note that the pavement sections provided in this report were derived from the experience of this firm based on similar projects that have been observed to perform satisfactorily over the last 15 years. Rigorous pavement designs have not been performed because traffic data was not provided for that purpose. Minor deviations from the pavement sections provided in this section should not necessarily be detrimental to the performance of the pavements at this site, provided traffic is limited to light passenger traffic, a good subgrade is established and fill placement is of high quality, and good construction practices are utilized when constructing the pavements (especially observing minimum specified pavement thicknesses). I will be happy to provide additional analyses for the pavement sections if requested.

OTHER GEOTECHNICAL CONSIDERATIONS

10. Drainage and Landscaping. Proper long term drainage should be provided to direct surface water away from the completed building foundations and pavements. Gutters and downspouts, as well as positive site grading, should be utilized for this purpose as required. Landscaping near the building foundations should be avoided to minimize fluctuations in the moisture contents of the surrounding soils, or a suitable
drainage barrier (e.g., geosynthetic liner) should be utilized. Trees should be located no closer to the building foundations than the drip line of the mature tree canopy.

11. **Additional Consulting Services.** The Geotechnical Engineer should be kept informed of and permitted to address all aspects of the soils-related aspects of the project. Often, concerns may arise that are not specifically addressed by the Geotechnical Engineering Report. A brief conference can often address any such concerns, and can identify any other issues not anticipated by the design team.

Upon completion of design, and prior to the start of construction, the Geotechnical Engineer should be provided with the opportunity to review the design drawings and specifications to assure compliance with the Geotechnical Engineering Report. Such review is considered to be an integral part of the recommendations of this report.

12. **Construction Inspection Services.** Construction inspection services for this project are essential to assure that the soil conditions do not vary from that assumed in this report and to ensure that the recommendations in this report are followed. These services should be retained by the owner to assure that unbiased reporting is provided. The Geotechnical Engineer should be provided with timely copies of all test results.

13. **Limitations.** This report is based upon the information provided by the owner’s representative, as well as the soil and ground water conditions encountered during the field investigation. Variations may occur away from or between the borehole locations. If such variations become apparent, or if the nature of the project changes significantly, the Geotechnical Engineer should be consulted for additional recommendations.

The recommendations in this report pertain only to the soils-related aspects of the project. The structural design of the building foundations is beyond the scope of these services. Likewise, this report does not address the environmental aspects of the project. We would be pleased to assist with these additional services if requested.
APPENDIX

U.S.G.S. Topographic Map / Site Vicinity Map (Figure 1)

Google Earth Aerial Photograph (Figure 2)

Boring Location Plan (Figure 3)

Soil Boring Logs (7)

Description of Field and Laboratory Testing Procedures
# SOIL BORING LOG

## Boring No. B-7

### Project:
J.I. Watson Middle School

### Location:
West Miller Avenue
Iowa, Louisiana

### Client:
Calcasieu Parish School Board
c/o Moss Architects, Inc.

### DJH File No.:
13-067

### Date Drilled:
10/23/2013

### Logged By:
Rob Morgan

### Drilled By:
Triangle Resources, Inc.

### Equipment:
Ardco Top Drive (Buggy)

## Field Tests

<table>
<thead>
<tr>
<th>Depth (ft)</th>
<th>Sample Type</th>
<th>Penetrometer (tsf) or SPT (bpf)</th>
<th>Ground Water</th>
<th>Qu / UU (tsf)</th>
<th>Dry Density (pcf)</th>
<th>Moisture Content (w, %)</th>
<th>Liquid Limit, %</th>
<th>Plastic Limit, %</th>
<th>Plasticity Index, %</th>
<th>Notes / Other Tests</th>
<th>Symbol</th>
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<td>1½ tsf</td>
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<td>Firm dark brown fine SANDY SILT to SILTY fine SAND (SM), w/ roots</td>
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<td>$e_t = 7.1%$</td>
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<td>Hard brown &amp; dark gray CLAY (CH), w/ lots of dark gray silt fractures</td>
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## Boring Data

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<td>Dry Auger:</td>
<td>ST: Shelby Tube (ASTM D 1587)</td>
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<td>Rotary Wash:</td>
<td>SS: Split Spoon (ASTM D 1586)</td>
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## Ground Water Data

- No Ground Water Encountered
- $e_t = \text{Failure Strain}$

## Notes / Other Tests

- Soil Stratification is Approximate
## SOIL BORING LOG

### Boring No. B-1

<table>
<thead>
<tr>
<th>Depth (ft)</th>
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<th>Penetrometer (tsf)</th>
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<th>Qu / UU (tsf)</th>
<th>Dry Density, γd (pcf)</th>
<th>Moisture Content, w (%)</th>
<th>Liquid Limit, %</th>
<th>Plastic Limit, %</th>
<th>Plasticity Index, %</th>
<th>Notes / Other Tests</th>
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<td>5.0%</td>
<td>Stiff to very stiff light gray &amp; tan Silty to SANDY CLAY (CL-CH), w/ brown oxides &amp; gray silt fractures/pockets -ditto. very sily, w/ gray silt pockets</td>
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### Boring Data

- **Boring Advancement:**
  - Dry Auger: 0 - 10'
  - Rotary Wash: 10' - 40'

- **Boring Abandonment:**
  - Boring Grouted w/ Cement
  - Bentonite Upon Completion

### Ground Water Data

- **First Encountered:** 7 1/2'
- **After 15 Minutes:** 7'
- **Boring Did Not Cave After 15 Mins**

### Notes / Other Tests

- **εf = Failure Strain**
- **Soil Stratification is Approximate**

---

**Daniel J. Holder, P.E., Inc.**
**Consulting Civil / Geotechnical Engineer**

2767 Scarborough Drive
Lake Charles, LA 70615

(337) 274-4125

dan@danholderpe.com
# SOIL BORING LOG

## Boring No. B-1

### Project: J.I. Watson Middle School  
Location: West Miller Avenue, Iowa, Louisiana  
Client: Calcasieu Parish School Board, c/o Moss Architects, Inc.

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<th>Depth (ft)</th>
<th>Sample Type</th>
<th>Penetrometer (tsf)</th>
<th>SPT (ppf)</th>
<th>Ground Water</th>
<th>Qu / UU (tsf)</th>
<th>Dry Density (pcf)</th>
<th>Moisture Content w (%)</th>
<th>Liquid Limit, %</th>
<th>Plastic Limit, %</th>
<th>Plasticity Index, %</th>
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## Boring Data

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<th>Ground Water Data</th>
<th>Notes / Other Tests</th>
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<td>Rotary Wash: 10' - 40'</td>
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<td>Boring Did Not Cave After 15 Mins</td>
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## Boring Abandonment

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<td>SS: Split Spoon (ASTM D 1586)</td>
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Soil Stratification is Approximate

Daniel J. Holder, P.E., Inc.  
2767 Scarborough Drive, Lake Charles, LA 70615  
(337) 274-4125  
dan@danholderpe.com
## SOIL BORING LOG

**Boring No. B-2**  
*Page 1 of 1*

**Project:** J.I. Watson Middle School  
**Location:** West Miller Avenue  
**Location:** Iowa, Louisiana  
**Client:** Calcasieu Parish School Board  
c/o Moss Architects, Inc.

**DJH File No:** 13-067  
**Date Drilled:** 10/16/2013  
**Logged By:** Rob Morgan  
**Drilled By:** Triangle Resources, Inc.  
**Equipment:** Ardco Top Drive (Buggy)

### Field Tests

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<th>Sample Type</th>
<th>Penetrometer (tsf)</th>
<th>SPT or SPT (bpf)</th>
<th>Ground Water</th>
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<th>Dry Density, rd (pcf)</th>
<th>Moisture Content, w (%)</th>
<th>Liquid Limit, %</th>
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<td>εₙ = 2.9%</td>
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</table>

### Laboratory Tests

- **Attenuberg Limits**: Liquid Limit, Plastic Limit, Plasticity Index

- **Symbols**: Descriptions of soil types and properties

---

### Boring Data

- **Boring Advancement**:  
  - Dry Auger: 0 - 10'  
  - Rotary Wash: 10' - 25'

- **Boring Abandonment**:  
  - Boring Backfilled w/ Soil Cuttings Upon Completion

**Notes / Other Tests**

- **First Encountered**: 7'  
- **After 15 Minutes**: 7½'

- **Sample Type**:  
  - ST: Shelby Tube (ASTM D 1587)  
  - SS: Split Spoon (ASTM D 1586)

- **Soil Stratification is Approximate**

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dan@danholderpe.com

---

**Boring Completed at 25' Depth**
# Soil Boring Log

**Boring No. B-3**

**Project:** J.I. Watson Middle School  
**Location:** West Miller Avenue, Iowa, Louisiana  
**Client:** Calcasieu Parish School Board, c/o Moss Architects, Inc.

**DJH File No.** 13-067  
**Date Drilled:** 10/23/2013  
**Logged By:** Rob Morgan  
**Drilled By:** Triangle Resources, Inc.  
**Equipment:** Ardco Top Drive (Buggy)

## Field Tests

<table>
<thead>
<tr>
<th>Depth (ft)</th>
<th>Sample Type</th>
<th>Penetrometer (tsf) or SPT (bpf)</th>
<th>Ground Water</th>
<th>Qu / UU (tsf)</th>
<th>Dry Density, ( \gamma_d ) (pcf)</th>
<th>Moisture Content, ( w ) (%)</th>
<th>Liquid Limit, %</th>
<th>Plastic Limit, %</th>
<th>Plasticity Index, %</th>
<th>Notes / Other Tests</th>
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<td>1</td>
<td>ST</td>
<td>2 ½ tsf</td>
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<td></td>
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<tr>
<td>2</td>
<td>ST</td>
<td>2 tsf</td>
<td></td>
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<td>43</td>
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<td>( \varepsilon_r = 6.4% )</td>
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<td>5</td>
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</tr>
<tr>
<td>6</td>
<td>ST</td>
<td>1 tsf</td>
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<tr>
<td>7</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>8</td>
<td>SS</td>
<td>13 bpf</td>
<td>( \checkmark )</td>
<td></td>
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</tr>
<tr>
<td>9</td>
<td>SS</td>
<td>10 bpf</td>
<td>( \checkmark )</td>
<td>4-4-6</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>10</td>
<td>SS</td>
<td>4-4-6</td>
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<td>11</td>
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<tr>
<td>12</td>
<td>SS</td>
<td>2 ½ tsf</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>SS</td>
<td>3 ½ tsf</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>( \varepsilon_r = 2.1% )</td>
<td></td>
</tr>
</tbody>
</table>

## Laboratory Tests

- Firm dark brown CLAYEY to SANDY SILT (CL-ML), w/ roots
- Stiff brown & dark brown SILTY CLAY (CL), w/ large dark gray silt fractures
- Stiff brown & light gray SANDY CLAY (CL), w/ brown oxides
- Firm light gray very SILTY fine SAND (SM)
- -ditto
- Firm reddish brown very SILTY to SANDY CLAY (CL)
- Firm to stiff dark gray CLAY (CH)
- Stiff light gray & brown CLAY (CH), w/ brown oxides
- -ditto, brown w/ gray, w/ lots of calcium nodules

**Boring Data**

- Boring Advancement: Dry Auger 0 - 10', Rotary Wash 10' - 25'
- Boring Abandonment: Boring Backfilled w/ Soil Cuttings Upon Completion

**Ground Water Data**

- First Encountered: 9'
- After 15 Minutes: 8'
- Boring Caved at 9% After 15 Mins

**Notes / Other Tests**

- Soil Stratification is Approximate

---

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Lake Charles, LA 70615

(337) 274-4125  
dan@danholderpe.com
# Soil Boring Log

**Boring No. B-4**

<table>
<thead>
<tr>
<th>Depth (ft)</th>
<th>Sample Type</th>
<th>Penetrometer (tsf)</th>
<th>SPT (bpf)</th>
<th>Ground Water</th>
<th>Dry Density (pcf)</th>
<th>Moisture Content (w %)</th>
<th>Liquid Limit (%)</th>
<th>Plastic Limit (%)</th>
<th>Plastcity Index (%)</th>
<th>Notes / Other Tests</th>
<th>Symbol</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>ST</td>
<td>1½</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Firm dark gray to dark brown fine SANDY SILT to SILTY fine SAND (SM), w/ roots</td>
</tr>
<tr>
<td>2</td>
<td>ST</td>
<td>4½</td>
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<td></td>
<td></td>
<td></td>
<td>Very stiff dark brownish gray &amp; brown CLAY (CH), w/ dark brown silt fractures</td>
</tr>
<tr>
<td>3</td>
<td>ST</td>
<td>4½</td>
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<td></td>
<td>Very stiff light gray w/ brown SILTY CLAY (CL), w/ reddish brown oxides &amp; gray silt fractures</td>
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<tr>
<td>4</td>
<td>ST</td>
<td>1½</td>
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<td></td>
<td>Soft light gray w/ brown very SILTY to SANDY CLAY (CL), w/ brown oxides</td>
</tr>
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<td>5</td>
<td>SS</td>
<td>10 bpf</td>
<td>7-5-5</td>
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<td>Firm light gray w/ brown CLAYEY to SILTY fine SAND (SM), w/ oxides, wet</td>
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<tr>
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<td>SS</td>
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<td>Stiff dark bluish gray &amp; brown CLAY (CH), w/ brown oxides -ditto, w/ large gray silt pockets</td>
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<tr>
<td>7</td>
<td>ST</td>
<td>2½</td>
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<td></td>
<td>Very stiff light gray &amp; tan CLAY (CH), w/ brown oxides &amp; large calcium nodules</td>
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<td>8</td>
<td>ST</td>
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<td>9</td>
<td>ST</td>
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<table>
<thead>
<tr>
<th>Boring Data</th>
<th>Ground Water Data</th>
<th>Notes / Other Tests</th>
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<tbody>
<tr>
<td>Boring Advancement:</td>
<td>Dry Auger:</td>
<td>0 - 10'</td>
</tr>
<tr>
<td></td>
<td>Rotary Wash:</td>
<td>10' - 40'</td>
</tr>
<tr>
<td>Boring Abandonment:</td>
<td>Boring Grouted w/ Cement Bentonite Upon Completion</td>
<td>ST: Shelby Tube (ASTM D 1587) SS: Split Spoon (ASTM D 1586)</td>
</tr>
</tbody>
</table>

First Encountered: 7½' After 15 Minutes: 6½' Boring Caved at 7½' After 15 Mins

\( \varepsilon_f = \text{Failure Strain} \)

Soil Stratification is Approximate

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Consulting Civil / Geotechnical Engineer  Lake Charles, LA 70615
# SOIL BORING LOG

## Boring No. B-4

### Project:
J.I. Watson Middle School

### Location:
West Miller Avenue
Iowa, Louisiana

### Client:
Calcasieu Parish School Board
c/o Moss Architects, Inc.

### DJH File No.:
13-067

### Date Drilled:
10/9/2013

### Logged By:
Rob Morgan

### Drilled By:
Triangle Resources, Inc.

### Equipment:
Ardco Top Drive (Buggy)

### Field Tests | Laboratory Tests | Atterberg Limits | Notes / Other Tests |
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</thead>
<tbody>
<tr>
<td>Sample Type</td>
<td>Penetrometer (tsf) or SPT (bpf)</td>
<td>Ground Water</td>
<td>Qu / UU (tsf)</td>
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<tr>
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<td>1.1</td>
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<tr>
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<td>ST</td>
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<td>ST</td>
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### Boring Data | Ground Water Data | Notes / Other Tests |
<table>
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<tr>
<th></th>
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<tbody>
<tr>
<td>Boring Advancement:</td>
<td>Ground Water</td>
<td>Notes / Other Tests</td>
</tr>
<tr>
<td>Dry Auger:</td>
<td>0 - 10'</td>
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<tr>
<td>Rotary Wash:</td>
<td>10' - 40'</td>
<td>First Encountered: 7½'</td>
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<tr>
<td>Boring Advancement:</td>
<td>Sample Type:</td>
<td>After 15 Minutes: 6½'</td>
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<td>Boring Grouted w/ Cement ST: Shelby Tube (ASTM D 1587)</td>
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<tr>
<td>Bentonite Upon Completion SS: Split Spoon (ASTM D 1586)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Soil Stratification is Approximate

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Consulting Civil / Geotechnical Engineer
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Lake Charles, LA 70615

(337) 274-4125
dan@danholderpe.com
# Soil Boring Log

**Boring No. B-5**

**Project:** J.I. Watson Middle School  
**Location:** West Miller Avenue, Iowa, Louisiana  
**Client:** Calcasieu Parish School Board, c/o Moss Architects, Inc.

<table>
<thead>
<tr>
<th>Depth (ft)</th>
<th>Sample Type</th>
<th>Penetrometer (tsf) or SPT (bpf)</th>
<th>Ground Water</th>
<th>Qu / UU (tsf)</th>
<th>Dry Density (pcf)</th>
<th>Moisture Content, w (%)</th>
<th>Atterberg Limits, %</th>
<th>Plastic Limit, %</th>
<th>Liquid Limit, %</th>
<th>Notes / Other Tests</th>
<th>Symbol</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>ST</td>
<td>1 1/4 tsf</td>
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<td>13</td>
<td>16</td>
<td>16</td>
<td>0</td>
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<td></td>
<td>Firm dark brown very SILTY fine SAND (SM), w/ roots</td>
</tr>
<tr>
<td>2</td>
<td>ST</td>
<td>4 tsf</td>
<td></td>
<td></td>
<td></td>
<td>4.1</td>
<td>116</td>
<td>17</td>
<td>$\varepsilon_f = 4.3%$</td>
<td></td>
<td>Hard brown &amp; dark gray CLAY (CH), w/ lots of dark gray silt fractures &amp; roots</td>
<td></td>
</tr>
</tbody>
</table>

**Boring Completed at 4' Depth**

**Boring Data**

- **Boring Advancement:**
  - Dry Auger: 0 - 4'  
  - Rotary Wash: n/a

- **Boring Abandonment:**  
  - Boring Backfilled w/ Soil Cuttings Upon Completion

**Ground Water Data**

- No Ground Water Encountered

**Notes / Other Tests**

- $\varepsilon_f$ = Failure Strain

**Sample Type:**

- **ST:** Shelby Tube (ASTM D 1587)  
- **SS:** Split Spoon (ASTM D 1586)

**Soil Stratification is Approximate**

---

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Lake Charles, LA 70615

(337) 274-4125  
dani@danholderpe.com
## SOIL BORING LOG

### Boring No. B-6

**Project:** J.I. Watson Middle School  
**Location:** West Miller Avenue  
**Client:** Calcasieu Parish School Board  
**Logged By:** Rob Morgan  
**Drilled By:** Triangle Resources, Inc.  
**Equipment:** Ardco Top Drive (Buggy)

### Field Tests

<table>
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<tr>
<th>Depth (ft)</th>
<th>Sample Type</th>
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<th>Ground Water</th>
<th>Qu / UU (lbf/sf)</th>
<th>Dry Density, yd (pcf)</th>
<th>Moisture Content, w (%)</th>
<th>Plasticity Index, %</th>
<th>Notes / Other Tests</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>SS</td>
<td>24 bpf 9-11-13</td>
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<td></td>
<td>Firm dark brown fine SANDY SILT to SILTY fine SAND (SM), w/ roots</td>
</tr>
<tr>
<td>2</td>
<td>ST</td>
<td>4¼ tsf</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Stiff light gray &amp; reddish brown CLAY (CH), w/ lots of tan silt pockets</td>
</tr>
<tr>
<td>3</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Boring Completed at 4' Depth</td>
</tr>
<tr>
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</table>

### Boring Data

- Boring Advancement:  
  - Dry Auger: 0 - 4'  
  - Rotary Wash: n/a

- Boring Abandonment:  
  - Boring Backfilled w/ Soil Cuttings Upon Completion

### Ground Water Data

- **Sample Type:**  
  - ST: Shelby Tube (ASTM D 1587)  
  - SS: Split Spoon (ASTM D 1586)

### Notes / Other Tests

- Soil Stratification is Approximate
- ⭐ = Failure Strain
- No Ground Water Encountered

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Lake Charles, LA 70615

(337) 274-4125  
dan@danholderpe.com
# SOIL BORING LOG

## Boring No. B-7

### Project: J.I. Watson Middle School
### Location: West Miller Avenue
### Iowa, Louisiana
### Client: Calcasieu Parish School Board
c/o Moss Architects, Inc.

<table>
<thead>
<tr>
<th>Depth (ft)</th>
<th>Sample Type</th>
<th>Penetrometer (tsf) or SPT (lbf)</th>
<th>Ground Water</th>
<th>Qu / UU (tsf)</th>
<th>Dry Density, yd^3 (pcf)</th>
<th>Moisture Content, w (%)</th>
<th>Liquid Limit, %</th>
<th>Plastic Limit, %</th>
<th>Plasticity Index, %</th>
<th>Notes / Other Tests</th>
<th>Symbol</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ST</td>
<td>1½ tsf</td>
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<td>Firm dark brown fine SANDY SILT to SILTY fine SAND (SM), w/ roots</td>
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<td>3</td>
<td>ST</td>
<td>3½ tsf</td>
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<td>18</td>
<td>18</td>
<td>0</td>
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<td>Hard brown &amp; dark gray CLAY (CH), w/ lots of dark gray silt fractures</td>
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<td>Boring Completed at 4' Depth</td>
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</tbody>
</table>

### Boring Data

- **Boring Advancement:**
  - Dry Auger: 0 - 4'
  - Rotary Wash: n/a

- **Boring Abandonment:**
  - Boring Backfilled w/ Soil
  - Cuttings Upon Completion

### Ground Water Data

- **Sample Type:**
  - ST: Shelby Tube (ASTM D 1587)
  - SS: Split Spoon (ASTM D 1586)

- **No Ground Water Encountered**

### Notes / Other Tests

- **Sample Type:**
  - ST: Shelby Tube (ASTM D 1587)
  - SS: Split Spoon (ASTM D 1586)

- **Soil Stratification is Approximate**

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Description of Field and Laboratory Testing Procedures

Field Testing Procedures. The borings were located in the field using the information provided by the client's representative and standard taping procedures from relevant physical features shown on the site plan provided for our use. The borings were (initially) advanced using dry auger methods. Soil samples were obtained continuously in the upper 10 feet and on 5 foot centers thereafter. The sample depths and types are recorded on the soil boring logs.

In general, relatively undisturbed "Shelby" tube samples (ASTM D 1587) were taken in clays and silty clays. Undisturbed soil samples are required for strength and density tests, and other properties that are dependent upon the soil being close to its natural state. In this procedure, the boring is advanced to the desired sampling depth, then a 3 inch diameter, thin-walled "Shelby" tube is inserted into the borehole. The tube is then pushed hydraulically about 2 feet into the undisturbed soil. The tube is withdrawn, and the sample extruded with a hydraulic piston. The sample is visually classified and tested with a spring loaded penetrometer, which provides a crude estimate of the unconfined compressive strength. The penetrometer test result is recorded on the soil boring log, and a representative portion of the sample is secured for transport to the laboratory.

In sands and silts, Standard Penetration Tests (ASTM D 1586) are generally made. This test provides a measure of the in-situ density or stiffness of the soil and provides a relatively disturbed sample that may be used for classification testing. In this procedure, the boring is advanced to the desired sampling depth, and a relatively heavy walled "split spoon" sampler is inserted into the borehole. The sampler is driven into the soil using a 140 pound "drop" hammer with 30 inch strokes. The number of blows required to drive each 6 inch increment is recorded. The first increment is a seating drive; the number of blows required to drive the second and third increments are added together to determine the "N-value," which has units of blows per foot (bfp). The N-value and the number of blows per increment are recorded on the soil boring log. The sample is visually classified, and a representative portion secured for transport to the laboratory.

Laboratory Testing Procedures. Representative samples from the field investigation were selected by the project engineer for laboratory testing to determine their relevant engineering characteristics. These tests generally fall into one of the following categories.

Strength Tests. Strength tests generally consist of the Unconfined Compressive Strength, or Qc Test, (ASTM D 2166), and the Undrained, Unconsolidated Triaxial Compressive Strength, or UU Test, (ASTM D 2850). In each of these tests, a cylindrical sample of undisturbed soil is subjected to an axial load until failure occurs, yielding the compressive strength of the soil. The principal difference between the two tests is that the Qc is not confined laterally, which can lead to premature failure, and thus, lower compressive strength values. The UU test is confined laterally in a triaxial cell, typically to the lateral stress that the in-situ soil sample was subject to. The compressive strength and axial strain at failure (εf) are recorded on the soil boring log. The confining stress of UU tests is also recorded.

Classification Tests. Common classification tests include the Atterberg Limit Tests and Particle Size Analyses. Atterberg Limit Tests (ASTM D 4318) are performed to determine the consistency (or "clayeyness") of a soil. The Atterberg limits consist of the Liquid Limit (LL) and the Plastic Limit (PL), and the Plasticity Index (PI), which is the difference between the LL and the PL. These values are recorded on the soil boring log.

The Particle Size Analysis Test (ASTM D 422) is performed to determine the distribution of the individual particle sizes of a soil sample. The test is typically performed using mechanical sieves for soils containing gravel and sands, or a "hydrometer" for clayey and silty soils. The results of the Particle Size Analysis are typically plotted on a log scale.

Physical Tests. Common physical tests include the Moisture Content Test (ASTM D 2216) and the Dry Density Test. As the names indicate, these tests determine the moisture content and dry density (or dry unit weight) of a soil sample.