

## INVITATION TO BID

**SUBMIT BID TO: Grambling State University  
Purchasing Department**

[purchasingbids@gram.edu](mailto:purchasingbids@gram.edu)

To maintain the integrity of the bid process, please **do not cc** any other University email address when submitting your bid.

**Bid Number: 50018-260030**

**DATE: May 27, 2026**

**Purchasing Department Contacts: Erin Walker  
(318-274-3280) [walkere@gram.edu](mailto:walkere@gram.edu)**

**TITLE: REROOFING OF BUILDING CARVER HALL ANNEX**

**Drawings contract the Woody Whittington at  
[woodywhitt@aol.com](mailto:woodywhitt@aol.com)**

**BID SCHEDULE: JULY 2, 2026**

**DUE DATE/TIME (email only): JULY 2, 2026, BY 2:00 PM CST**

**BID OPENING (Zoom): JULY 2, 2026, AT 2:05 PM CST**

**MEETING ID: 837 3655 0897**

**PASSWORD: 947500**

**<https://us06web.zoom.us/j/83736550897?pwd=ngVOHScfPWirRCPmCDtq8K0ps1dWd.1>**

### General Instructions to Bidders

1. Grambling State University reserves the right to award items separately, grouped or on an all or none basis and to reject any or all bids and waive any informalities.
2. Hard copies of sealed bids will no longer be accepted. All bids must be received electronically by the due date and time to be considered.
3. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing Grambling State University Campus/Department at the "Submit Bid To" address stated above, until the specified due date and time. Bidder is solely responsible for the timely delivery of bid. The Purchasing Office is not responsible for any delays. It is the responsibility of the Supplier to ensure the bid is received by GSU Purchasing by the indicated due date and time. Any delays that may occur in transmission of the bid is the responsibility of the supplier. A bid will be considered late if it is not received at the "Submit Bid TO" email address by the indicated due date and time.
4. The maximum email attachment size accepted is 125 MB. It is the supplier's responsibility to ensure bid submission is sized such that it is successfully transmitted and received by GSU. If the bid response is too large to be emailed as one document, the bid must be sent as separate documents. Each submittal should be labeled. (Example – Bid Submittal 1 out of 3 for IFB-50018-26XXXX - Title; Bid Submittal 2 out of 3 for IFB-50018-26XXXX - Title, etc.). If any submittal is received late, GSU will not consider the late submittal(s). Only the submittal(s) received by the due date and time will be considered. Late bids will not be accepted per
5. Bid submissions must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be:
  - (1) any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commended listed in the most current partnership records on file with the secretary of state; or
  - (2) an authorized representative of the corporation, partnership, or other legal entity and the Bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity; or
  - (3) entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.
6. When bid is submitted by email, **the subject line must show the Solicitation/File No.** and submission must be received by bid deadline.

7. Read the entire solicitation, including all terms, conditions and specifications within this packet.
8. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the Bidder.
9. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Grambling State University Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the Grambling State University purchase order are subject to rejection and non-payment.
10. Payment terms: Net 30 after receipt of properly executed invoice or delivery and acceptance, whichever is later.
11. By signing this solicitation, the Bidder certifies compliance with all general instructions to Bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud. MANDATORY bid requirements are detailed immediately following the Standard Terms & Conditions section.
12. Quantities listed in these specifications are approximate and are not guaranteed by the University. The University reserves the right to **increase or reduce** quantity as needed if in the best interest of the University.
13. **Bid Bonds: Are required on ALL bids and/or Public Works Project over \$25,000**, a bid bond must be submitted for each separate bid response. The bid bond shall be in an amount equal to 5% of the bid price submitted and alternates, if any. The bid security shall be in a form of a bid bond or certified check, or cashier's check.  
  
**\*\*\*FOR THIS BID SOLICITATION: To provide the most comprehensive coverage for this renovation project, bidders are required to submit a bid bond during the bidding phase and transition to a performance bond once the contractor is selected. This approach ensures both the integrity of the bidding process and the successful completion of the project.**
14. The Contractor is required to record the Contract with the Clerk of Court in Lincoln Parish and must provide the Purchasing Department with proof of filing. Additionally, **a Performance Bond will be required at the time of the award of the contract.**

(PLEASE NOTE THAT A BID BOND MUST BE SIGNED BY THE AGENT OR ATTORNEY-IN-FACT OF THE SURETY.)

(\*) The surety or insurance company furnishing the bid bond shall be currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.



WHITTINGTON ARCHITECTS INC.  
 8525 HIGHWAY 80 WEST  
 Ruston, Louisiana 71270  
 P&F 318-548-2485  
[woodywhitt@aol.com](mailto:woodywhitt@aol.com)



## STANDARD TERMS & CONDITIONS INVITATION TO BID

These standard terms and conditions shall apply to all Grambling State University solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. **Bid Delivery and Receipt:** To be considered, Bidders may submit bids electronically to [purchasingbids@gram.edu](mailto:purchasingbids@gram.edu) When bid is submitted by email, **the subject line must show the Solicitation/File No.** and must be received by bid deadline.

Bidders are advised that the U.S. Postal Service does not make deliveries to the Purchasing Office. Bids will no longer be accepted by mail or in person. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid.

2. **Bid Forms:** Bids are to be submitted on and in accordance with the Grambling State University solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the Bidder's intent to be bound will not be accepted.
3. **Interpretation of Solicitation/Bidder Inquiries:** If Bidder is in doubt as to the meaning of any part or requirement of this solicitation, Bidder may submit a written request for interpretation to the Grambling State University Purchasing at the email address on page 1 of this solicitation. Written inquiries must be received in the Grambling State University Purchasing Department no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any Bidder as a result of oral discussions with any Grambling State University employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Grambling State University Purchasing Department. It is the responsibility of the bidder, prior to submitting their bid, to periodically visit the State of Louisiana Purchasing Department LaPAC website, or contact the Grambling State University Purchasing Department, to identify if any addendums were issued. Grambling State University shall not be responsible for any other interpretations or assumptions made by Bidder.

4. **Bid Opening:** In-person bid openings have been suspended for the foreseeable future. Bidders may attend the public bid opening of sealed bids and proposals conducted on Zoom. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by submitting a written request to the Grambling State University Purchasing at the email address shown in header.
5. **Special Accommodations:** Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Grambling State University Purchasing Department in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
6. **Standards of Quality:** Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.
7. **New Products/Warranty/Patents:** All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by Grambling State University and specified in the solicitation. In such cases, the Bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Bidder guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save Grambling State University harmless. Descriptive Information: Bidders proposing an equivalent brand or model should submit descriptive information (such as

literature, technical data, illustrations, etc.) sufficient for Grambling State University to evaluate quality, suitability, and compliance with the specifications with the bid submission. Failure to submit descriptive information may cause bid to be rejected. Any changes made by Bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, Bidder should state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the Bidder from supplying the actual products requested.

**8. Bids/Prices/F.O.B. Point**

- The bid price for each item is to be quoted on a "net" basis and F.O.B. Grambling State University Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. Grambling State University Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

**9. Taxes:** Vendor is responsible for including all applicable taxes in the bid price. Grambling State University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

**10. Terms and Conditions:** This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

**11. Vendor Forms/ Grambling State University Signature Authority:** The terms and conditions of the Grambling State University solicitation, purchase order and contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.

The University's has assigned delegated authorities to execute/sign any vendor contracts, forms, etc., on behalf of Grambling State University as a result of any award of the solicitation. Departments are expressly prohibited from signing any vendor forms.

Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by Grambling State University in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict Grambling State University policy may face contract cancellation, suspension, and/or debarment.

**12. Awards:** The intent to award this bid on an all-or-none basis to the lowest responsible and responsive Bidder will be stated on the bid form. For bids with several items, Grambling State University reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

**13. Acceptance of Bid:** Only the issuance of an official Grambling State University purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. Grambling State University shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order and/or contract.

**14. Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

**15. Awarded Products/Unauthorized Substitutions:** Only those awarded brands and numbers stated in the Grambling State University contract are approved for delivery, acceptance, and payment purposes. Any substitutions must be reviewed and approved by the Grambling State University Purchasing Department prior to awarding the contract. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment. Testing/Rejected Goods: Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection.

Grambling State University reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.

- 16. Delivery:** Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the Grambling State University Purchasing Department of any unforeseen delays beyond its control. In such cases, Grambling State University reserves the right to cancel the order and to make alternative arrangements to meet its needs. All deliveries must go to: **Property and Receiving, 407 Central Ave., Grambling, La 71245.**
- 17. Default of Vendor:** Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, Grambling State University reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.
- 18. Vendor Invoices:** Invoices shall reference the Grambling State University purchase order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.
- 19. Delinquent Payment Penalties:** Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by Grambling State University in any dispute arising therefrom.
- 20. Assignment of Contract/Contract Proceeds:** Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Grambling State University Purchasing Department. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by Grambling State University in any dispute arising therefrom.
- 21. Contract Cancellation/Termination:** Grambling State University has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

Grambling State University has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.

- 22. Prohibited Contractual Arrangements:** Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.
- 23. Equal Employment Opportunity Compliance:** By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.
- 24. Mutual Indemnification:** Each party hereto agrees to indemnify, defend, and hold the other, the State of Louisiana, any governing board, each party's officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence. Certification of No Suspension or Debarment: By signing and submitting this bid, Bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or

regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at <https://sam.gov/content/home>

**25. Substitution of Personnel:** If applicable, the University intends to include in any contract resulting from this IFB the following condition: Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's bid.

**26. Insurance Requirements:** Please note insurance requirements section included in these bid specifications. **If applicable** to the services procured in this solicitation, the successful Bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the Grambling State University as an additional insured, and grant a waiver of subrogation on all liability policies.

**27. Nonperformance:** Successful Bidder is required to perform in strict accordance with all contract specifications, terms, and conditions. Successful Bidder will be advised in writing of nonperformance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event the successful Bidder is issued three or more complaints of nonperformance, Grambling State University reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to nonperformance may be cause to deem vendor non-responsible in future solicitations.

NOTE: The University has a fall break and a Spring Break. Each Break is approximately 4 Days Each.

**28. No Smoking Campus:** The Successful Bidder shall be responsible for compliance with all University policies, security measures and vehicle regulations. Specifically, the University is a NO SMOKING campus and all prospective Bidders are cautioned that smoking will not be permitted inside or outside on ANY part of this facility at any time. Any employee who is found to be in violation of this policy will be subject to immediate dismissal.

**29. Non-Exclusivity:** This agreement is non-exclusive and shall not in any way preclude Grambling State University from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

**30. Contract Amendments:** Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to the Grambling State University Purchasing Department for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

Contract revisions shall be effective only upon approval by Grambling State University Purchasing Department and issuance of a formal Grambling State University Contract Amendment. The Vendor shall honor purchase orders issued prior to the approval of any contract amendment as applicable.

**31. Term of Contract:** The duration of this Contract commences from the date specified herein or date of award notification and continues until University accepts final delivery of all deliverables. Total initial contract period not to exceed **Twelve (12)** months, unless renewal terms are specified in the solicitation documents. All terms of the solicitation shall be firm for the duration of Contract.

**32. Notification of Fund Appropriation:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All Bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds. Number of Bid Response Copies: Each Bidder must submit one (1) signed original bid to the Office of Purchasing at the mailing address specified in this solicitation document. The original must CONTAIN ORIGINAL SIGNATURES of those company officials or agents duly authorized to sign on behalf of the organization. Bidders may be required to mail in the original documents upon award.

**33. Prohibition of Discriminatory Boycotts of Israel:** In accordance with LA R.S. 39:1602:1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

- 34. Pre-Bid Meeting:** Non Applicable **La. R.S. 38:2212.H; Bidders must attend (and stay at) any mandatory pre-bid meeting.**
- 35. Site Visit/Contract Information:** It is the responsibility of the prospective bidder to visit and examine the jobsite, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed. To visit jobsite and for further information, prospective bidder is to contact the Grambling State University Purchasing Departments at the contacts listed on page 1. It is preferred to have a written record of the correspondence for each site visit request. Please do not contact us by phone to schedule a visit unless you do not receive a response to your email request after 48 hours.
- 36. Piggy Back Clause:** Grambling State University is asking all responding vendors to indicate their willingness to extend the terms of resulting contracts, inclusive of price, to other Louisiana state agencies and/or universities. While this clause in no way commits any state agency and/or university to purchase from the awarded vendor, nor does it guarantee any additional orders will result, it does allow state agencies and/or universities, at their discretion, to make use of the Grambling State University's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other state agencies and/or universities shall be understood to be transactions between that state agency and/or university and the awarded vendor. Grambling State University shall not be responsible for any such purchases.
- 37. State of Louisiana Contractor's Licenses Requirements:** If a Louisiana Contractor's License Number is Required for the items, work, or services to be performed under this solicitation, then it shall be stated in the bid advertisement that will appear in the Baton Rouge Advocate, and it will be stated in the specifications provided with these bid documents.
- 38. Examination of Bid Documents:** Bidders shall carefully examine the bidding documents and the sites to obtain first-hand knowledge of the scope and the conditions of the work. The submittal of a bid means the Contractor has inspected all elevators and related equipment in the buildings specified and has found elevators to be in a proper working order and satisfactory condition. No additional compensation will be allowed by the owner for failure of such contractor or subcontractor to inform themselves as to the conditions affecting the work
- 39. Errors and Omissions in Bid:** The University will not be liable for any error in the bid. Bidder will not be allowed to alter bid documents after the deadline for bid submission, except under the following condition: The University reserves the right to make corrections or clarifications due to patent errors identified in bids by the University or the Bidder. The University, at its option, has the right to request clarification or additional information from the Bidder.
- 40. Waiver of Administration Informalities:** The University reserves the right, at its sole discretion, to waive administrative informalities contained in any bid.
- 41. Cost of Offer Preparation:** The University is not liable for any costs incurred by prospective Bidders or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the bid, and any other expenses incurred by the Bidder in responding to the ITB are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by Grambling State University.
- 42. Notice of Intent to Award:** Upon review and approval of the evaluation committee and agency recommendation for award, the Grambling State University will issue a Notice of Intent to Award letter to the apparent successful Bidder. A contract shall be completed and signed by all parties concerned on or before the date indicated. If this date is not met through no fault of the University, the University may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Bidder.  
The Purchase Order and the Contractor's specifications will be combined to form the complete contract when the award is made. The Contractor shall be responsible for Contract filing fee with the Lincoln Parish Courthouse.  
Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with R.S. 39:1671, to the University Purchasing Director, within fourteen (14) days of the award/intent to award.

**NOTICE TO VENDORS**  
**LOUISIANA'S HUDSON (SMALL ENTREPRENEURSHIP) AND VETERAN INITIATIVE**

The Louisiana Initiative for Small Entrepreneurships (the Hudson Initiative) and the Veteran Initiative (Veteran Small Entrepreneurship) are race and gender neutral goal-oriented programs which encourage State agencies to contract with and encourage contractors who receive contracts from the State to use good faith efforts to utilize certified small entrepreneurships and certified veteran or service-connected disabled veteran owned small entrepreneurships as subcontractors in the performance of the contract. The primary intent of the programs is to provide additional opportunities for Louisiana-based small entrepreneurships that are certified by the Louisiana Department of Economic Development (LED) to participate in contracting and procurement with the State.

Small entrepreneurships that are not currently certified and are interested in participating in procurement and contracting opportunities with the State are encouraged to visit <https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/hudson-initiative> or <https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/veteran-initiative> for qualification requirements and on-line certification. After certification, businesses are encouraged to register in the [LaGov Supplier Portal](#).

END OF SECTION

## DEFINITIONS

Agent - The University's representative in Purchasing Department who is referred to throughout these documents as singular in number.

Contractor - The person/company who contracts with Grambling State University to provide the items, services, or to perform the work as called for on these documents who is referred to as singular in number.

Owner –Grambling State University.

## IMPORTANT NOTES:

1. **VENDOR BIDDING ANYTHING OTHER THAN EXACT GOODS/SERVICES SPECIFIED IN THESE SPECIFICATIONS SHOULD SUBMIT DESCRIPTIVE AND ILLUSTRATIVE LITERATURE WITH BID FOR CONSIDERATION OF AWARD. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF BID.**
2. **ALL PRICES QUOTED ARE TO REMAIN FIRM UNTIL ALL DELIVERABLE GOODS OR SERVICES ARE RENDERED TO AND ACCEPTED BY GRAMBLING STATE UNIVERSITY.**
3. **IN THE EVENT OF EXTENSION ERRORS, THE UNIT PRICE ON THE BID FORM SHALL PREVAIL.**
4. **GRAMBLING STATE UNIVERSITY ADHERES TO NET 30 PAYMENT TERMS. ALL OTHER PAYMENT TERMS MUST BE DISCLOSED WITH BID. BE ADVISED THAT STRICTER PAYMENT TERMS MAY BE CAUSE FOR REJECTION OF BID.**
5. **QUANTITIES ARE APPROXIMATE AND ARE NOT GUARANTEED BY THE UNIVERSITY. THE UNIVERSITY RESERVES THE RIGHT TO INCREASE OR REDUCE QUANTITY AS NEEDED IF IN THE BEST INTEREST OF THE UNIVERSITY.**
6. **THE UNIVERSITY RESERVES THE RIGHT TO AWARD PROPOSAL ON AN INDIVIDUAL ITEM BASIS, A COMBINATION OF ITEMS BASIS, OR AS A TOTAL PACKAGE TO ONE VENDOR, WHICHEVER IS IN THE BEST INTEREST OF THE UNIVERSITY.**
7. **BID SUBMISSIONS MUST DISCLOSE ALL FEES INCLUDING SHIPPING, HANDLING, FREIGHT, FUEL SURCHARGES, ETC.. NO ADDITIONAL FEES WILL BE ACCEPTED AFTER AWARD.**
8. **FAILURE TO COMPLY WITH ANY MANDATORY REQUIREMENTS SHALL BE CAUSE FOR REJECTION OF BID.**
9. **TAX EXEMPTION: *Grambling State University is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for this or any other project. Grambling State University is a tax-exempt State Agency. However, that tax-exempt status does not transfer to its contractors, subcontractors, suppliers or vendors for their use in purchasing project-related materials.***

END OF SECTION

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## MANDATORY BID REQUIREMENTS

**Failure to meet all of the listed mandatory requirements will result in rejection of bid without further consideration.**

1. **CERTIFICATION STATEMENT:** The Bidder **must** sign and include the Certification Statement as set forth in solicitation document. The signature of Bidder's Authorized Representative **must be an ORIGINAL signature** - not a typed/electronic signature. Documents signed in the DocuSign™ program are the only exceptions to this policy.
2. **BID SHEET/FORM:** The Bidder must submit bid on the form herein provided. The proposal must be signed in ink, and blank space(s) should be filled in for every applicable blank in the UNIT PRICE and EXTENDED TOTAL column. Items left blank will not be awarded to that bidder. It is not necessary to bid on all items. However, if you are not bidding on a particular item, or find a blank that is not applicable to your submission, write "NO BID" or "N/A" in the provided space(s). The Bidder must state the UNIT price (written in ink or typewritten) for each item and shall show the total amount for each item based on the quantities listed.
3. **CONTRACTOR QUALIFICATIONS: REFERENCE LETTERS:** The University reserves the right to verify contractor's qualifications regarding the bid response received, and to request references for verification purposes.
4. **CERTIFICATE OF INSURANCE: If Insurance is required under this solicitation, it will be stated in the advertisement of the solicitation to appear in the Baton Rouge Advocate, and in the specification provided with these bid documents.** Bidder shall submit a certificate of insurance with bid submission or by provide the following information: Policy number, names and addresses of carriers and Agents, amounts of coverage, types of coverage, and effective dates on the bid form enclosed.
5. **ILLUSTRATIVE MATERIALS: (If Applicable)** Vendor bidding anything other than exact goods/services specified in these specifications should submit descriptive and illustrative literature with the bid for consideration of award. Failure to do so may be cause for rejection of bid.

### **CONTACT INFORMATION**

**ELECTRONIC BID SUBMISSIONS (ONLY)** *Do not email questions about the bid to this email address.*

[purchasingbids@gram.edu](mailto:purchasingbids@gram.edu)

*Be sure to include the solicitation number in the subject line.*

***Do not*** send your submission to any other University email address.

### **QUESTIONS/CONCERNS ABOUT SPECIFICATIONS**

[walkere@gram.edu](mailto:walkere@gram.edu)

***Do not*** email bid submissions this address.

To contact Purchasing by phone: 318-274-3280

### **CAMPUS DELIVERIES**

Please send samples or other associated documents when a hard copy is requested or deemed necessary. By

Mail – Grambling State University

Purchasing Department

PO Box 4269

Grambling LA 71245

By Courier Service: Grambling State University

Purchasing Department

PO Box 4269

Grambling, LA 71245

**EXHIBIT E INDEMNIFICATION AGREEMENT**

The \_\_\_\_\_ {Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, Grambling State University, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of

\_\_\_\_\_ {Contractor/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by \_\_\_\_\_ {Contractor/Lessee} as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

\_\_\_\_\_ {Contractor/Lessee} 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.

Accepted by \_\_\_\_\_

Company Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached?  Yes  No

Contract No. \_\_\_\_\_ for

**Grambling State University State Agency**

PURPOSE OF CONTRACT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b>	Business name/disregarded entity name, if different from above.	
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b>	City, state, and ZIP code	
	<b>7</b>	List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO: Grambling State University**  
403 Main Street  
Grambling, La 71245  
*(Owner to provide name and address of owner)*

**BID FOR: Carver Hall Annex Reroofing Project**  
IFB 50018-260030  
*(Owner to provide name of project and other identifying information)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

**TO: GRAMBLING STATE UNIVERSITY  
PURCHASING DEPARTMENT**

**403 MAIN STREET  
GRAMBLING, LA. 71245**

**BID FOR: REROOFING OF BUILDING  
CARVER HALL ANNEX  
GRAMBLING STATE UNIVERSITY  
GRAMBLING, LA.**

**Project No.: 01-107-24-05, F.01004636**

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

DESCRIPTION:	<input checked="" type="checkbox"/> <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Additional interply roofing membrane to eliminate ponding at interply			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
1	500	SQUARE FEET		

DESCRIPTION:	<input checked="" type="checkbox"/> <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Replace deteriorated wood nailers, blocking and installation of new wood nailers, blocking.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
2	100	LINEAR FEET		

DESCRIPTION:	<input checked="" type="checkbox"/> <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Extend vent pipes above roof to accommodate new insulation depth.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
3	8	Each		

DESCRIPTION:	Base Bid or <input type="checkbox"/> Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Not applicable			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Not applicable			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Not applicable			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Not applicable			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

**BID BOND**  
**FOR**  
**GRAMBLING STATE UNIVERSITY PROJECTS**

**Date:**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_, as Principal, and as Surety, are held and firmly bound unto GRAMBLING STATE UNIVERSITY (Obligee), in the full and just sum of five (5%) percent of the total amount of this proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater that the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

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

\_\_\_\_\_

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

\_\_\_\_\_  
PRINCIPAL (BIDDER)

\_\_\_\_\_  
SURETY

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

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

**INSURANCE-STATEMENT**

This is to certify that we carry the Workmen’s Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Liability Insurance as outlined above with:

Liability Insurance Company: \_\_\_\_\_

Auto Liability Company Insurance: \_\_\_\_\_

Workers Compensation Insurance Company: \_\_\_\_\_

Grambling State University to be named as additional insured on Insurance Certificate provided for this contract for Liability Coverage and Auto Liability Coverage. Grambling State University shall be granted a waiver of subrogation for all Insurance Policies.

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Authorized Signature of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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



**Public Projects Contractor/Subcontractor**  
*Sales Tax Certification and Exemption Application*  
 Louisiana Revised Statute 47:305.7(A)(1)(b)

For questions about this form, please contact:  
 Louisiana Department of Revenue  
 Taxpayer Compliance - SES Division  
 Phone: (855) 307-3893  
 Email: [LDRSales.ExemptionApplications@la.gov](mailto:LDRSales.ExemptionApplications@la.gov)

This form is for use by contractors and subcontractors when applying for certification and exemption from the collection of sales tax in accordance with La. R.S. 47:305.7(A)(1)(b).

Please complete the application below and return it via email to [LDRSales.ExemptionApplications@la.gov](mailto:LDRSales.ExemptionApplications@la.gov) along with a copy of the executed contract.

Applicant Information			
Contractor Legal Name		LDR Sales Tax Account Number	
Contractor Trade Name			
Physical Address	City	State	ZIP
Mailing Address	City	State	ZIP
Contact Person	Contact Number		
Email Address			

Public Entity Information	
Public Entity	LDR Sales Tax Account Number <i>(if applicable)</i>

Contract Information		
Contract Number	Contract Beginning Date <i>(mm/dd/yyyy)</i>	Contract End Date <i>(mm/dd/yyyy)</i>
Contract Description		

**Please select the legal status of the public entity listed above:**

- |  |   |
|--|---|
| <input type="checkbox"/> State agency, board, or commission              | <input type="checkbox"/> Parish school board or public school |
| <input type="checkbox"/> Municipal government or instrumentality thereof | <input type="checkbox"/> Law enforcement district             |
| <input type="checkbox"/> Public charter school (La. R.S. 17:3971-4001)   | <input type="checkbox"/> Waterworks district                  |
| <input type="checkbox"/> Hospital service district                       | <input type="checkbox"/> Parish and municipal libraries       |
| <input type="checkbox"/> Public housing authority                        | <input type="checkbox"/> Other _____                          |
| <input type="checkbox"/> Parish government or instrumentality thereof    |   |

Under the penalty of perjury, I declare that I am authorized to sign this application on behalf of the above named contractor, and that I have examined this application, and to the best of my knowledge, it is true, correct, and complete.

Name <i>(Please print)</i>	Title
Signature	Date <i>(mm/dd/yyyy)</i>

A copy of the contract with all parties' signatures must be attached to the application. Failure to provide a copy of the contract will result in delays in the evaluation process.

**CERTIFICATION STATEMENT**

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation for Bid (IFB), including any attachments.

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

Date	_____ Official Contact Name:	
A.	E-mail Address	
B.	Telephone Number with area code:	(_____) _____

Bidder certifies that the above information is true and grants permission to the University to contact the above-named person or otherwise verify the information provided. By its submission of this Proposal and authorized signature below, Bidder certifies that:

1. The information contained in its response to this IFB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the IFB and will meet or exceed the requirements specified therein; Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form
3. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this IFB.
4. Bidder confirms that its bid will be considered valid until award is made.
5. In making this bid, each Bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
6. Bidder certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://sam.gov/content/home>.)
7. **FEDERAL CLAUSES, IF APPLICABLE:** Should Federal Funds be utilized in this procurement transaction, the following clauses apply:

**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.

**CLEAN AIR ACT:** The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

**ENERGY POLICY AND CONSERVATION ACT:** 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).

**CLEAN WATER 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.

**ANTI-LOBBYING AND DEBARMENT ACT:** The contractor will be expected to comply with Federal Statutes required in the Anti Lobbying Act and the Debarment Act.

Professional Job Title:		
Official Company Name:		
Federal Identification Number:		
Street Address:		
City:	State:	Zip:

**SIGNATURE of Bidder’s Authorized Representative:** \_\_\_\_\_

(Signature MUST be HAND SIGNED and should be in Blue ink)

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

## GRAMBLING STATE UNIVERSITY

### STANDARDIZED IFB LANGUAGE

- 1. CHANGES IN THE WORK:** A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any Change Order not signed by the Owner will be considered null and void.

The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents.

When the Change Order is negotiated it shall be fully documented and itemized as to cost, including material quantities, material costs, insurance, employee benefits, other related costs, profit and overhead, and will be processed in accordance with LA R.S. 38:2222.

- 2. QUALIFICATION REQUIREMENTS FOR COMPANIES SUBMITTING A BID:** All contractors submitting a bid for this contract shall meet these requirements listed below. Please include documentation in your bid submission that addresses each requirement. Submit the Bid including Unit Prices, Equipment List Breakout, executed & sworn; obtain and maintain throughout the term of the Contract, all required licenses, permits, certificates, insurances, performance and payment bonds, and agency signoffs to perform the Contract; demonstrate that it is an organization doing business for a minimum of three years prior to the Bid Opening Date; Must be an authorized dealer for all the Equipment; provide Bid Security – either a 5% percent Bid Bond.
- 3. PERFORMANCE BOND LABOR AND MATERIAL PAYMENT BOND:** Performance and Payment Bonds shall be required on projects with an expected cost greater than \$50,000. Performance and Payment Bonds, when required, shall be provided in an amount of 50% of the contract price. Performance and Payments Bonds shall be required by the successful bidder.

Any surety bond required shall be written by a surety or insurance company currently on the U. S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register. For any Public Works projects, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U. S. Department of the Treasury Financial Management Service list. The surety bond written for a Public Works project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. **PLEASE NOTE THAT A BID BOND MUST BE SIGNED BY THE AGENT OR ATTORNEY-IN-FACT OF THE SURETY.**

The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

Contractor shall be licensed and certified as required by the State of Louisiana Secretary of State, and all other applicable agencies. Documentation to be provided within five (5) days after receipt of request from the University.

Contractor awarded the bid shall provide a copy of their insurance certificate indicating proof of coverage as required in the insurance section of these bid within five (5) days from receipt of request.

- 4. SUBSTITUTIONS:** Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.
- 5. MANUFACTURER'S NUMBERS OR TRADE NAMES:** Where a manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard of quality desired and does not restrict bidders to the specific brand, make, manufacturer, or specification named; and are set forth and convey to prospective bidders the general style, type, character, and quality of product desired; and that equal products will be acceptable. Grambling State University shall be sole judge as to whether or not the material is equal to that specified.

6. **EXAMINATION OF BIDDING DOCUMENTS:** Each bidder shall examine the bidding documents carefully and, no later than seven days prior to the date for receipt of bids, shall make written request to the Owner for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Owner. Only a written interpretation or correction by Addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.
7. **INQUIRY PROCESS:** Contractors shall direct all inquiries, requests for information, requests for clarification, etc. in writing to the Grambling State University Purchasing Department. Inquiries may be emailed to Erin Walker at [walkere@gram.edu](mailto:walkere@gram.edu). **The last day to receive inquires shall be by the close of business June 17, 2026.**
8. **CONTRACT COORDINATORS FOR THE UNIVERSITY:** The University will assign a contract coordinator for this contract. The University may assign one or more University employees to supervise and or coordinate work activities to be performed under this contract. The Contractor awarded the bid shall be provided the name(s) of University employee supervisors.
9. **AWARDS:** Awards may not be made to any person, firm, or company in default of any contract. Said person, firm, or company shall be considered non-responsible bidders and may be reinstated and awards made to them only after they have given evidence of good faith and have satisfactorily completed their obligations.
10. **PUBLICIZING AWARDS:** Written notice of award shall be sent to the successful bidder. In procurement over \$50,000, each unsuccessful bidder shall be notified of the award provided that he/she submitted with his/her bid in and email requesting this information to [purchasingbids@gram.edu](mailto:purchasingbids@gram.edu). Notice of award will be made a part of the procurement file.
11. **RIGHT TO PROTEST:** Any person who is aggrieved in connection with the solicitation or award of a contract shall protest to the Director Purchasing. Protests with respect to a solicitation shall be submitted in writing at least (2) two days prior to the opening of bids on all matters except housing of state agencies, their personnel, operations, equipment, or activities pursuant to R.S. 39:1643 for which such protest shall be submitted at least (10) ten days prior to the opening of bids. Protests with respect to the award of a contract shall be submitted in writing within (14) fourteen days after contract award.
12. **AUTHORITY TO RESOLVE PROTESTS:** Prior to the commencement of an action in court concerning any controversy, the Director of Purchasing or his/her designee shall have the authority, to resolve the protest of any aggrieved person concerning the solicitation or award of a contract. This authority shall be exercised in accordance with regulations.
13. **REJECTION OF BIDS:** The Bidder acknowledges the right of the University to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the University to reject a bid if the Bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.
14. **NORMAL / ROUTINE SCHEDULE:** The Contractor shall provide complete services Monday thru Thursday every week, from 8:00 AM to 4:00 PM.
15. **CONTRACTOR'S LICENSE:** On any bid amounting \$50,000 or more, the Contractor shall certify that she/he is licensed under Act 377 of the 1976 Louisiana Regular Legislative Session and show the contractor license number and the bid number on the front portion of the envelope; except projects financed, partially or wholly, with Federal Funds, provided that any successful Bidder before signing Contract thereon, files application for a license and pays the fee as provided in this Act and complies with all terms and provisions of this Act and with the rules and regulations of the Licensing Board.  
A subcontractor who wishes to bid or perform commercial work where the total cost of the project including labor and materials for the following must be licensed:
  - \$50,000 or more for major and specialty classifications
  - \$10,000 or more for electrical, mechanical, and plumbing
  - \$1 or more for hazardous
16. **CONTRACTOR'S AFFIDAVIT:** In accordance with the Louisiana R.S. 38:2190 -2220, if the Contract is awarded to the successful Bidder, the Bidder shall, at the time of the signing of the Contract, execute the Contractor's Affidavit included in the Contract Documents.
17. **INTEREST:** There shall be no payment of interest on money owed.

18. **SECURITY REQUIREMENTS:** The University may allow the contractor to store tools, equipment, materials, supplies, etc. on site at University facilities, however, the University in no way warrants the security of any of this property. The Contractor shall be responsible for security of their property. The University may allow the Contractor to store tools, equipment, supplies, and materials on site at University facilities in designated storage areas. The University reserves the right to change these designated areas as needed and additionally the University is not required to provide these storage areas. The Contractor shall be required to keep all designated areas in a neat / orderly manner. The Contractor shall be required to provide insurance coverage for all equipment stored on site at Grambling. The contractor assumes all risk with storing tools, equipment, and materials on site at University facilities. The University shall not be responsible for theft, damage, or other harm to any property of the contractor securing any property.
19. **DAMAGES TO FACILITIES:** Contractor shall be responsible for all damages to the existing site, facilities, furniture, and equipment that are caused by this project. The contractor shall carefully document existing site conditions and existing damages prior to commencing work. The contractor shall repair all damage to its original, undamaged condition prior to completing this project
20. **CONTRACTOR EMPLOYEE REQUIREMENTS:** Contractor shall provide a sufficient amount of adequately trained staff to perform all required services in a timely manner.
21. **Supervision and Professional Conduct-**

The Supervisor shall be responsible for communicating work schedules with the University's designated contract coordinator.

The Supervisor shall be present at all times when any contractor personnel are working at Grambling. The contractor shall designate employees who may fill in for the supervisor if the supervisor is absent for any reason. The University shall be notified by telephone and email as soon as possible if the normal supervisor will be absent. This notification shall be made no later than one hour after the normal work day schedule begins. The contractor shall provide complete contact information for the supervisors and the personnel designated as "back up" supervisors. The contractor shall provide the supervisors with a mobile cellular phone and shall provide the University with the phone number for the cellular phone so that the University can reach the supervisor at any time.

The University reserves the right to require the contractor to remove any contract employee who is not dressed appropriately or who is not taking care of their personal hygiene from any or all buildings employed under the contract when the University deems it to be in the University's best interest. Contractor's employees shall maintain a neat, clean, and professional appearance at all times. Contractor's employees shall wear clothing identifying the name of their company. The contractor shall be responsible for furnishing a replacement employee who also shall meet all previously stated requirements in the event of sickness or absence of the regular worker and notify the University contract coordinator of that replacement.

Contractor's employees will be able to use McCall Dining Hall for lunch. Pricing varies during the summer. The contractor, sub-contractors, material suppliers, and all workers associated with the project shall use University facilities such as restrooms, break rooms, vending machines, etc. The contractor shall supply a portable restroom for their employees to use.

Contractor's employees shall adhere to the university's tobacco-free policy. See GSU's tobacco use policy for detailed information at <https://www.gram.edu/student-life/judicial-affairs/docs/Tobacco-Free%20Policy-2013-1.pdf>

22. **SUPPLIES, MATERIALS, TOOLS, AND EQUIPMENT REQUIRED FOR THIS CONTRACT:** The Contractor must provide all supplies, materials, tools, equipment, etc. necessary to complete the requirements of this contract. In no case will the University be required to provide / supply any of these items. The tools and equipment provided shall be maintained in optimum condition at all times. Specifically, the tools and equipment provided shall include but not be limited to. Equipment and tools used for this contract shall be professional equipment / tools in good working condition. Contractor shall utilize equipment and tools that provide the least amount of interruption to normal building operations (very noisy equipment shall not be used, equipment that creates objectionable fumes shall not be used, etc.). The University reserves the right to deny the Contractor use of a certain tool or piece of equipment if the University deems that tool or piece of equipment to cause an unacceptable interruption. Contractor must have an adequate supply of appropriate equipment and tools to efficiently provide service to all facilities included in this contract. Furthermore, the Contractor must have backup equipment / tools that are immediately ready for use in the event that the normally used equipment / tool fails to operate, is lost / stolen, etc. A delay in service is not

acceptable due to equipment / tool failure or loss.

**23. SUPPLIES / MATERIALS:** Contractor shall supply and provide all needed materials to complete the scope of services. The quality of these materials shall meet or exceed the quality of materials currently being used at these facilities. Contractors are encouraged to inspect each facility prior to submitting a bid to ensure that the quality of materials in their bid meets or exceeds the quality of materials / supplies currently used.

**24. SAFETY / ENVIRONMENTAL / PUBLIC HEALTH COMPLIANCE REQUIREMENTS:** The Contractor shall emphasize that safety is the most important part of this contract. The goal of the contract is to provide safe and sanitary facilities for the University community. We want to ensure that the Contractor has a proactive approach to working safely and a written safety program that their employees are trained on. Additionally, we expect the Contractor to strictly comply with all applicable rules, guidelines, laws, requirements, etc. The University shall require the Contractor to take immediate action to remedy any deficiencies / areas of non-compliance.

Occupational Safety and Health Act (OSHA) Compliance - the Contractor shall meet or exceed all OSHA requirements, rules, laws, guidelines. Environmental Protection Agency (EPA) and Louisiana Department of Environmental Quality (LDEQ) Compliance the Contractor shall meet or exceed all EPA and / or LDEQ requirements, rules, laws, guidelines, etc.

Safety Program - the Contractor shall include a copy of their written safety program with their bid submission that covers all policies and procedures that pertain to compliance with safety / OSHA requirements.

Material Safety Data Sheets (MSDS) -the Contractor must keep a printed copy of a material safety data sheet for each chemical used to complete the requirements of this contract. The MSDS must be readily available and easily accessible to all employees.

**25. PAYMENTS AND COMPLETION and SUBSTANTIAL COMPLETION:** The Owner will issue a NOTICE OF ACCEPTANCE for the Contractor to record with the Clerk of Court in Lincoln Parish.

**26. FINAL COMPLETION AND FINAL PAYMENT:** The Contract is to provide that the contractor is not to be paid more than ninety percent (90%) of the amount of the contract upon completion of the work. The Contractor shall record the NOTICE OF ACCEPTANCE with the Lincoln Parish Clerk of Court and shall furnish a CLEAR LIEN CERTIFICATE from the Clerk of Court within forty-five days after recordation of NOTICE OF ACCEPTANCE. At that time, the remaining ten percent (10%) will be paid.

**29. LIQUIDATED DAMAGES:** The Owner will suffer financial loss if the Project is not substantially complete on the date set forth in the CONTRACT DOCUMENTS. The Contractor (and/or Surety) shall be liable for and shall pay to the Owner Liquidated Damages for each calendar day of delay until the work is Substantially Complete.

The Completion Time stated in Consecutive Calendar Days and the Liquidated Damages stated in (\$250) two-hundred and fifty Dollars per Day are listed in the PROPOSAL FORM.

**30. PRICING REQUIREMENTS:** Pricing for all items shall be a complete, turnkey price and shall include but is not limited to: labor, equipment, tools, materials, supplies, insurance, permitting, taxes, and shipping.

**31. TAXES:** Applicable taxes are to be included in lump sum bid.

**32. INVOICING / PAYMENT TERMS:** The contractor will be required to submit an itemized monthly invoice, to Accounts Payable email address [acctpayable@gram.edu](mailto:acctpayable@gram.edu). Monthly payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency.

All invoices must list the following information: the contract purchase order number, dates of services performed, building name and elevator number if applicable, a brief explanation of repair including any parts replaced. Invoices submitted without the requested documentation will not be approved for payment until the required information is provided.

## STANDARDIZED INSURANCE REQUIREMENTS FOR STATE AGENCY CONTRACTS

### EXHIBIT A INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

#### A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **WORKER COMPENSATION:** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
2. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. 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.
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.

B. **DEDUCTIBLES AND SELF-INSURED RETENTIONS:** Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. **OTHER INSURANCE PROVISIONS:** The policies are to contain, or be endorsed to contain, the following provisions:

#### 1. **General Liability and Automobile Liability Coverages**

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.
- e. All property losses caused by the actions of the Contractor shall be adjusted with and made payable to the Agency.
- f. Neither the acceptance of the completed work nor payment shall release the Contractor from the insurance requirements and indemnification agreement obligations.
- g. Additional insurance may be required on an individual basis for hazardous activities and specific service agreements. If such additional insurance is required for a specific contract, that requirement should be added to the list of required coverages found in the appropriate Exhibit.
- h. If the Contractor does not continue to comply with all of the insurance requirements at any time during the contract or at contract renewal, the Agency has the following options:
  - Payments to the Contractor may be withheld until the requirements have been met;

- The Agency may pay any renewal policy premiums and withhold such payments from any monies due the Contractor;
- The Agency may suspend, discontinue or terminate the contract.

2. **Workers Compensation and Employers Liability Coverage**

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

3. **All Coverages**

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. 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.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

- D. **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 A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, 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.

- F. **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 Agency reserves the right to request copies of subcontractor's Certificates at any time.

- G. **WORKERS COMPENSATION INDEMNITY:** In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

- H. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:** Contractor agrees to protect, defend, indemnify, save, and hold harmless, Grambling State University, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims,

demands, suits, or causes of action arising out of the negligence of Grambling State University, the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

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# INSTRUCTIONS TO BIDDERS

## COMPLETION TIME:

The Bidder shall agree to fully complete the contract within (120) consecutive calendar days, subject to such extensions as may be granted under Paragraph 8.3, in the General Conditions and the Supplementary Conditions, and acknowledges that this construction time will start on or before the date specified in the written “Notice to Proceed” from the Owner.

## LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of THREE HUNDRED Dollars (\$300) for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the “Notice to Proceed” or as amended by change order.

## TAX EXEMPTION:

The project is to be exempt from sales and use taxes imposed by any taxing authority. The successful contractor / subcontractors will be required to submit the appropriate tax exemption form R-85012-T (Public Projects Contractor / Subcontractor: Sales Tax Certification and Exemption Application – Louisiana Revised Statute 47:305.7(A)(1)(b)) to the Louisiana Department of Revenue for each contract / subcontract associated with the work.

## ARTICLE 1

### DEFINITIONS

1.1 The Bid Documents include the following:

Advertisement for Bids  
Instructions to Bidders  
Bid Form  
Bid Bond  
General Conditions of the Contract for Construction,  
AIA Document A201, 2017 Edition  
Supplementary Conditions  
Contract Between Owner and Contractor and Performance and Payment Bond  
Affidavit  
User Agency Documents (if applicable)  
Change Order Form  
Partial Occupancy Form  
Recommendation of Acceptance  
Asbestos Abatement (if applicable)  
Other Documents (if applicable)  
Specifications & Drawings  
Addenda issued during the bid period and acknowledged in the Bid Form

1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 and the Supplementary Conditions are applicable to the Bid Documents.

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

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

1.5 Base bid is the sum stated in the bid for which the Bidder offers to perform the work described as the base, to which work may be added, or deleted for sums stated in alternate bids.

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

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

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

1.9 Where the word "Architect" is used in any of the documents, it shall refer to the Prime Designer of the project, regardless of discipline.

## ARTICLE 2

### PRE-BID CONFERENCE

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

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

## ARTICLE 3

### BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

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

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

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

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

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

3.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable.

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

## ARTICLE 4

### BID DOCUMENTS

4.1 Copies

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

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

4.1.1.2.1 If electronic distribution is available, printed copies will not be available from the

Designer, but arrangements can be made to obtain them through most reprographic firms and/or plan rooms.

4.1.1.2.2 If electronic distribution is not available, the reproduction cost on the first paper plan set acquired by bona fide prime bidders will be fully refunded by the Designer upon delivery of the documents to the Designer in good condition no later than ten days after receipt of bids.

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

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

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

#### 4.2 Interpretation or Correction of Bid Documents

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

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

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

#### 4.3 Substitutions

4.3.1 The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitutions shall be allowed after bids are received.

4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least fourteen (14) working days prior to the opening of bids. (La. R.S. 38:2295(C)) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the Bid Documents if the proposed product is used. Prior approval, if given, is contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

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

#### 4.4 Addenda

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

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

4.4.3 Except as described herein, addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If the necessity arises of issuing an addendum modifying plans and specifications within the seventy-two (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended at least seven but no more than twenty-one (21) working days, without the requirement of re-advertising. Facility Planning shall be consulted prior to issuance of such an addendum and shall approve such issuance. The

revised time and date for the opening of bids shall be stated in the addendum.

4.4.4 Each Bidder shall ascertain from the Architect prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

4.4.5 The Owner shall have the right to extend the bid date by up to (30) thirty days without the requirement of re-advertising. Any such extension shall be made by addendum issued by the Architect.

## ARTICLE 5

### BID PROCEDURE

#### 5.1 Form and Style of Bids

5.1.1 Bids shall be submitted on the Louisiana Uniform Public Work Bid Form provided by the Architect for this project.

5.1.2 The Bidder shall ensure that all applicable blanks on the bid form are completely and accurately filled in.

5.1.3 Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

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

5.1.5 Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the bid non responsive and shall cause its rejection.

5.1.6 Bidders are cautioned to complete all unit prices should such be required in the Bid Form. Unit prices represent a price proposal to do a specified quantity and quality of work. Unit prices are incorporated into the base bid or alternates, as indicated on the Unit Price Form, but are not the sole components thereof.

5.1.7 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

5.1.8 Written evidence of the authority of the person signing the bid for the public work shall be submitted in accordance with La. R.S. 38:2212 (B)(5).

5.1.9 On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under La. R.S. 37: 2150-2173 and show his license number on the bid above his signature or his duly authorized representative.

#### 5.2 Bid Security

5.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of five percent (5.0%) of the base bid and all alternates.

The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a Bid Bond written by a surety company licensed to do business in Louisiana and signed by the surety's agent or attorney-in-fact. Surety for the bond must meet the qualifications stated thereon. The Bid Bond shall include the legal name of the bidder be in favor of the Grambling State University, and shall be accompanied by appropriate power of attorney. The Bid Bond must be signed by both the bidder/principal and the surety in the space provided on the Grambling State University Bid Bond Form. Failure by the bidder/principal or the surety to sign the bid bond shall result in the rejection of the bid.

Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Bid Documents, within fifteen (15) days after written notice that the instrument is ready for his signature.

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

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

#### 5.3 Submission of Bids

5.3.1 The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder.

The envelope shall not contain multiple bid forms, and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to Facility Planning and Control Department at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid.

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

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

5.3.4 Oral, telephonic or telegraphic bids are invalid and shall not receive consideration. Owner shall not consider notations written on outside of bid envelope which have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.

#### 5.4 Modification or Withdrawal of Bid

5.4.1 A bid may not be modified, withdrawn or canceled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty-eight hours of the bid opening excluding Saturdays, Sundays, and legal holidays".

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

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

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

#### 5.5 Prohibition of Discriminatory Boycotts of Israel

By submitting a bid, the bidder certifies and agrees that the following information is correct:

In preparing its bid, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israel-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject any bid if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.

### ARTICLE 6

#### CONSIDERATION OF BIDS

##### 6.1 Opening of Bids

6.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud, and a tabulation abstract of the amounts of the base bids and alternates, if any, will be made available to Bidders.

##### 6.2 Rejection of Bids

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

### 6.3 Acceptance of Bid

6.3.1 It is the intent of the Owner, if he accepts any alternates, to accept them in the order in which they are listed in the Bid Form. Determination of the Low Bidder shall be on the basis of the sum of the base bid and the alternates accepted. However, the Owner shall reserve the right to accept alternates in any order which does not affect determination of the Low Bidder.

## ARTICLE 7

### POST-BID INFORMATION

#### 7.1 Submissions

7.1.1 At the Pre-Construction Conference, the Contractor shall submit the following information to the Architect.

7.1.1.1 A designation of the work to be performed by the Contractor with his own forces.

7.1.1.2 A breakdown of the Contract cost attributable to each item listed in the Schedule of Values Form (attached). No payments will be made to the Contractor until this is received.

7.1.1.3 The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.

7.1.1.4 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, suppliers and labor.

7.1.2 The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

The General Contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's or Material Supplier's failure to perform. Failure to perform includes, but is not limited to, a Subcontractor's financial failure, abandonment of the project, failure to make prompt delivery, or failure to do work up to standard. Under no circumstances shall the Owner mitigate the General Contractor's losses or reimburse the General Contractor for losses caused by these events.

7.1.3 The lowest responsive and responsible bidder shall submit to the Architect and the Owner within ten days after the bid opening a letter/letters from the manufacturer stating that the manufacturer will issue the roof system guarantee complying with the requirements of Facility Planning and Control based on the specified roof system and include the name of the applicator acceptable to the manufacturer at the highest level of certification for installing the specified roof system. This manufacturer shall be one that has received prior approval or is named in the specifications.

In accordance with La. R.S. 38:2227 [references La R.S. 38:2212(A)(3)(c)(ii), which has since been renumbered as La R.S. 38:2212(B)(3)], La. R.S. 38:2212.10 and La. R.S. 23:1726(B) the apparent low bidder on this project shall submit the completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package to Facility Planning and Control within 10 days after the opening of bids.

## ARTICLE 8

### PERFORMANCE AND PAYMENT BOND

#### 8.1 Bond Required

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the

contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the State of Louisiana, Office of Facility Planning and Control.

## 8.2 Time of Delivery and Form of Bond

8.2.1 The Bidder shall deliver the required bond to the Owner simultaneous with the execution of the Contract.

8.2.2 Bond shall be in the form furnished by Facility Planning and Control, entitled CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND, a copy of which is included in the Bid Documents.

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

## ARTICLE 9

### FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

#### 9.1 Form to be Used

9.1.1 Form of the Contract to be used shall be furnished by Facility Planning and Control, an example of which is bound in the Bid Documents.

#### 9.2 Award

9.2.1 After award of the Contract, the successful Bidder, if a corporation, shall furnish to the Owner the most current copy of a Disclosure of Ownership Affidavit on file with the Secretary of State.

9.2.2 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents

9.2.3 When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is duly executed.

**BID BOND**  
FOR  
**GRAMBLING STATE UNIVERSITY PROJECTS**

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

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the GRAMBLING STATE UNIVERSITY (Obligee), in the full and just sum of five (5%) percent of the total amount of this proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater that the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

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

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

\_\_\_\_\_  
PRINCIPAL (BIDDER)

\_\_\_\_\_  
SURETY

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

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

July 2021

**DOCUMENT 00720**

**GENERAL CONDITIONS**

**SUMMARY**

- A. Related Documents:
  - 1. Document 00 7300 - Supplementary Conditions.
  - 2. Division 01 - General Requirements.

**1.2 DOCUMENT**

- A. American Institute of Architects (AIA) Document A201-LATEST EDITION, General Conditions of the Contract for Construction, forms a part of this Contract and by reference is incorporated herein as fully as if repeated at length.

END OF DOCUMENT

## **SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition. Where any Article of the General Conditions is modified or any Section, Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Section, Article, Paragraph, Subparagraph or Clause shall remain in effect.

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

### **ARTICLE 1**

#### **GENERAL PROVISIONS**

##### **1.1 BASIC DEFINITIONS**

###### **1.1.1. The Contract Documents**

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

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

###### **1.1.8 Initial Decision Maker**

Delete all after the words, “shall not show partiality to the Owner or Contractor”.

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

1.5.1 Delete the first sentence of the paragraph.

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

##### **1.7 DIGITAL DATA USE AND TRANSMISSION**

In the first sentence after the words, “in digital form” delete “. The parties will use AIA Document E203 2013, Building Information Modeling and Digital Data Exhibit”.

##### **1.8 BUILDING INFORMATION MODELS USE AND RELIANCE**

Delete Section 1.8.

### **ARTICLE 2**

#### **OWNER**

##### **2.2 EVIDENCE OF THE OWNER’S FINANCIAL ARRANGEMENTS**

Delete Section 2.2.

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

2.3.1 In the first sentence, delete: all before “the Owner shall secure...”

Delete Section 2.3.2 and substitute the following:

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 Delete the words: “to whom the Contractor has no reasonable objection and”.

## **ARTICLE 3**

### **CONTRACTOR**

## **3.4 LABOR AND MATERIALS**

3.4.2 Delete Section 3.4.2.

Delete Section 3.4.3 and substitute with the following:

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

## **3.5 WARRANTY**

3.5.2 Replace reference to “Section 9.8.4” with “Section 9.8.6”.

## **3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS (La R.S. 40:1724[A])**

3.7.1 Delete Section 3.7.1.

3.7.2 In Section 3.7.2, replace the word “public” with the word “State”.

Delete Section 3.7.5 and substitute the following:

3.7.5 If, during the course of the Work, the Contractor discovers human remains, unmarked burial or archaeological sites, burial artifacts, or wetlands, which are not indicated in the Contract Documents, the Contractor shall follow all procedures mandated by State and Federal law, including but not limited to 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**

Delete Sections 3.8.1, 3.8.2, and 3.8.3 in their entirety and add the following new Section 3.8.1:

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

### **3.9 SUPERINTENDENT**

3.9.1 Add the following to the end of the paragraph:  
Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

### **3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES**

3.10.1 Add the following: For projects with a contract sum greater than \$1,000,000.00, the Contractor shall include with the schedule, for the Owner's and Architect's information, a network analysis to identify those tasks which are on the critical path, i.e., where any delay in the completion of these tasks will lengthen the project timescale, unless action is taken. A revised schedule shall be submitted with each Application and Certificate for Payment. No payment shall be made until this schedule is received.

3.10.3 In the first sentence, delete the word "general".

After the first sentence, add the following:

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

Add the following Sections:

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

3.10.5 In the event the Owner employs a commissioning consultant, the Contractor shall cooperate fully in the commissioning process and shall require all subcontractors and

others under his control to cooperate. The purpose of such services shall be to ensure that all systems perform correctly and interactively according to the provisions of the Contract Documents.

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

Add the following: This requirement is of the essence of the contract. The Architect shall determine the value of these documents and this amount shall not be approved for payment to the Contractor until all of the listed documents are delivered to the Architect in good order, completely marked with field changes and otherwise complete in all aspects.

## **ARTICLE 4**

### **ARCHITECT**

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

4.2.1 In the first sentence, delete the phrase: “the date the Architect issues the final Certificate for Payment” and replace with the phrase “final payment is due, and with the Owner’s concurrence, from time to time during the one year period for correction of Work described in Section 12.2.”

4.2.2 In the first sentence, after the phrase: “become generally familiar with”; insert the following: “and to keep the Owner informed about”.

In the first sentence, after the phrase “portion of the Work completed”, insert the following: “to endeavor to guard the Owner against defects and deficiencies in the Work,”

4.2.4 In the first sentence, delete all after “The Owner and Contractor”, and add the following “may communicate directly with each other, when deemed necessary by the Owner, and the Owner will notify the Architect of any decision.”

4.2.10 Add the following sentence to the end of Section 4.2.10: There shall be no restriction on the Owner having a Representative.

4.2.11 Add the following sentence to the end of Section 4.2.11:

If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.

4.2.14 Insert the following sentence between the second and third sentences of Section 4.2.14:

If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.

## **ARTICLE 5**

### **SUBCONTRACTORS**

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

Delete Section 5.2.1, and substitute the following:

5.2.1 Unless otherwise required by the Contract Documents, the Contractor shall furnish at the Pre-Construction Conference, to the Owner and the Architect, in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. No Contractor payments shall be made until this information is received.

Delete Section 5.2.2, and substitute the following:

5.2.2 The Contractor shall be solely responsible for selection and performance of all subcontractors. The Contractor shall not be entitled to claims for additional time and/or an increase in the contract sum due to a problem with performance or nonperformance of a subcontractor.

Delete Sections 5.2.3 and 5.2.4 and substitute the following:

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

#### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

Delete Sections 5.4, 5.4.1, 5.4.2 and 5.4.3

## **ARTICLE 7**

### **CHANGES IN THE WORK**

#### **7.1 GENERAL**

Add the following Sections:

7.1.4 As part of the pre-construction conference submittals, the Contractor shall submit the following 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 this information.

## 7.2 CHANGE ORDERS

Delete Section 7.2.1, and substitute the following Sections:

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.

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.

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**

7.3.3 In the first sentence after “following methods” insert: “, but not to exceed a specified amount”.

7.3.4 From .1 of the list, delete all after “Costs of labor, including” and substitute the following “social security, old age and employment insurance, applicable payroll taxes, and workers’ compensation insurance;”

Delete the following from .4 of the list: “permit fees,”

Delete Section 7.3.9 and substitute the following:

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.

## **ARTICLE 8**

### **TIME**

#### **8.1 DEFINITIONS**

Add the following:

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

#### **8.2 PROGRESS AND COMPLETION**

Add to Section 8.2.1 the following:

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

Delete Section 8.2.2.

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

- 8.3.1 In the first sentence after the words “Owner pending” delete the words “mediation and binding dispute resolution” and add the word “litigation”, and delete the last word “determine” and add the following: “recommend, subject to Owner’s approval of Change Order. If the claim is not made within the limits of Article 15, all rights for future claims for that month are waived.”

## **ARTICLE 9**

### **PAYMENTS AND COMPLETION**

#### **9.1 CONTRACT SUM**

Delete Section 9.1.2.

Delete Section 9.2 and substitute the following:

#### **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 attached Schedule of Values Format shall be used. If applicable, the cost of Work for each section listed under each division, shall be given. The cost for each section shall include Labor, Materials, Overhead and Profit.
- 9.2.2 The Total of all items shall equal the Total Contract Sum. This schedule, when approved by the Architect, shall be used as a basis for the Contractor’s Applications for Payment and it may be used for determining the cost of the Work in deductive change orders, when a specific item of Work listed on the Schedule of Values is to be removed. Once the Schedule of Values is submitted at the Pre-Construction Conference, the schedule shall not be modified without approval from the Owner and Architect.

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

Delete Sections 9.3.1, 9.3.1.1, and 9.3.1.2 and substitute the following:

- 9.3.1 Monthly, the Contractor shall submit to the Architect a Facility Planning and Control – 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.

Delete Section 9.3.2 and substitute the following:

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

## **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

Section 9.5.1.7: Delete the word "repeated".

Delete Section 9.5.4.

## **9.6 PROGRESS PAYMENTS**

Delete Section 9.6.1 and substitute the following:

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

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

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

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.

9.6.4 Delete the first two sentences of Section 9.6.4 and add the following to the end of the Section:

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.

Delete Section **9.7 FAILURE OF PAYMENT**.

Delete Section 9.8 and substitute the following:

## **9.8 SUBSTANTIAL COMPLETION**

- 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the project is substantially complete in accordance with this Section.
- 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 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**

Delete Section 9.9.1 and substitute the following:

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

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

Delete Section 9.10.4 and replace with the following:

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

9.10.4.1 Claims, security interests, or encumbrances arising out of the Contract and unsettled;

9.10.4.2 failure of the Work to comply with the requirements of the Contract Documents irrespective of when such failure is discovered;

9.10.4.3 terms of special warranties required by the Contract Documents; or

9.10.4.4 audits performed by the Owner, after final payment.

## **ARTICLE 10**

### **PROTECTION OF PERSONS AND PROPERTY**

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

10.2.2 In the first sentence, between the words: “bearing on” and “safety”, add the words: “the health and,”

#### **10.3 HAZARDOUS MATERIALS**

10.3.1 In the second sentence after (PCB) add: “or lead”.

10.3.2 After the first sentence, delete all remaining sentences.

Add at the end: “The Contract time shall be extended appropriately.”

Delete Section 10.4 and substitute the following:

#### **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**

**AIA A101 – 2017 Exhibit A is not a part of these documents. Delete all of Sections 11.1, 11.2, 11.3, 11.4, and 11.5, and substitute the following:**

**INSURANCE REQUIREMENTS FOR  
NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS**

**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.

**11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE**

11.2.1 Worker’s Compensation

Worker’s Compensation insurance shall be in compliance with the Worker’s Compensation law of the Contractor’s headquarters. 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.

11.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on the project value. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

The aggregate loss limit must apply to each project. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The State project number, including part number, and project name shall be included on this endorsement.

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

<u>Type of Construction</u>	<u>Projects up to \$1,000,000</u>	<u>Projects over \$1,000,000 up to \$10,000,000</u>	<u>Projects over \$10,000,000</u>
<b>New Buildings:</b>			
Each Occurrence			
Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000
Per Project Aggregate	\$2,000,000	\$4,000,000	\$8,000,000
<b>Renovations:</b>			
<b>The building(s) value for the Project is \$ 1,951,418.00</b>			
Each Occurrence			
Minimum Limit	\$1,000,000**	\$2,000,000**	\$4,000,000**

Per Project Aggregate	2 times per occur limit**	2 times per occur limit**	2 times per occur limit**
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\*\*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.

### 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.

### 11.2.4 Excess Umbrella

Excess Umbrella Insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

### 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, to include the perils of wind, earthquake, collapse, 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 shall **not** require flood coverage.

11.2.5.3 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, 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; products and completed operations of the Contractor, premises owned, occupied or used by 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 a State of Louisiana self-insurance or commercial property policy through the Office of Risk Management (ORM), Contractor and its insurer agree to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, the Contractor's insurer and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers 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 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

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

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

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

#### 11.3.2 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for Worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance within 30 days.

### 11.3.3 Verification of Coverage

Contractor shall furnish the Owner with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Owner before Work commences and upon any contract renewal or insurance policy renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana

Name of Owner

Owner Address

City, State, Zip

Attn: Project # \_\_\_\_\_

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 Agency, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

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

### 11.3.4 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's certificates at any time.

If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

### 11.3.5 Worker's Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide Worker's compensation coverage, the parties hereby agree the Contractor, its Owners, agents and employees shall have no cause of action against, and shall not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Worker's Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its Owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, Owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

#### 11.3.6 Indemnification/Hold Harmless Agreement

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

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

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

- 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- 11.4.3 Recordation of Contract and Bond [La R.S. 38:2241 thru 38:2241.1]

The Owner shall record within thirty (30) days the Contract Between Owner and Contractor and Performance and Payment Bond with the Clerk of Court in the Parish in which the Work is to be performed.

## **ARTICLE 12**

### **UNCOVERING AND CORRECTION OF WORK**

#### **12.2 CORRECTION OF WORK**

##### **12.2.1 Before Substantial Completion**

At the end of the paragraph, add the following sentences:

“If the Contractor fails to correct Work identified as defective within a thirty (30) day period, through no fault of the Designer, the Owner may hold the Contractor in default. If the Owner finds the Contractor in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have nonconforming Work corrected and hold the Surety and Contractor responsible for the cost, including architectural fees and other indirect costs. If the Surety fails to correct the Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may elect not to accept bonds submitted in the future by the Surety. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts.

##### **12.2.2 After Substantial Completion**

12.2.2.1 At the end of the paragraph delete the last sentence and add the following sentences:

“If the Contractor fails to correct nonconforming Work, or Work covered by warranties, within a thirty (30) day period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the non-conforming or warranty Work, through no fault of the Architect or Owner, the Owner may contract to have the nonconforming or warranty Work corrected and hold the Surety responsible for the cost including architects fees and other indirect costs. Corrections by the Owner shall be in accordance with Section 2.4. If the Surety fails to correct the nonconforming or warranty Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may not accept bonds submitted, in the future, by the Surety.”

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

#### **13.1 GOVERNING LAW**

Delete all after the word “located”.

**13.2 SUCCESSORS AND ASSIGNS**

13.2.1 In the second sentence, delete “Except as ... 13.2.2”

Delete Section 13.2.2.

**13.3 RIGHTS AND REMEDIES**

Add the following Section 13.3.3:

13.3.3 The Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction and venue in any action brought under this contract.

**13.4 TESTS AND INSPECTIONS**

In Section 13.4.1, delete the second sentence and substitute the following:

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

Delete the last two sentences of Section 13.4.1.

**13.5 INTEREST**

Delete Section 13.5.

**ARTICLE 14**

**TERMINATION OR SUSPENSION OF THE CONTRACT**

**14.1 TERMINATION BY THE CONTRACTOR**

Delete Section 14.1.1.4.

In Section 14.1.3, after the word “profit,” delete the words “on Work not executed” and substitute the following: “for Work completed prior to stoppage”.

**14.2 TERMINATION BY THE OWNER FOR CAUSE**

Add the following Section:

14.2.1.5 failure to complete the punch list within the lien period as provided in 9.8.7.

14.2.3 Add the following sentence:

“Termination by the Owner shall not suspend assessment of liquidated damages against the Surety.”

Add the following Section:

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.

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

In Section 14.4.3, delete all after “incurred by reason of the termination,” and add “along with reasonable profit on the Work not executed.”

### **ARTICLE 15**

#### **CLAIMS AND DISPUTES**

##### **15.1 CLAIMS**

Delete Section 15.1.2, **Time Limit on Claims**, (See La R.S. 38:2189, and 38:2189.1).

15.1.3.1 Add the following to the end of the paragraph:

“A Reservation of Rights and similar stipulations shall not be recognized under this contract as having any effect. A party must make a claim as defined herein within the time limits provided.”

15.1.4.2 In the first sentence of the Section, delete “Initial Decision Maker’s” and replace with “Architect’s”. In the second sentence of the Section, delete “the decision of the Initial Decision Maker” and replace with: “his/her decision”.

Delete Section 15.1.6.2 and substitute the following:

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.

Add the following Section:

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

January	<u>11</u> days	July	<u>6</u> days
February	<u>10</u> days	August	<u>5</u> days
March	<u>8</u> days	September	<u>4</u> days
April	<u>7</u> days	October	<u>3</u> days
May	<u>5</u> days	November	<u>5</u> days
June	<u>6</u> days	December	<u>8</u> days

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

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

## **15.2 INITIAL DECISION**

15.2.1 In the second sentence, delete the word "will" and replace with: "shall always".

In the second sentence, delete the phrase: ", unless otherwise indicated in the Agreement."

In the third sentence, delete the word "mediation" and replace with: "litigation".

At the end of the third sentence, add: "arising prior to the date final payment is due".

Delete the fourth sentence.

15.2.5 In the middle of the first sentence, delete all after the phrase: "rejecting the Claim".

In the second sentence, delete the phrase: "and the Architect, if the Architect is not serving as the Initial Decision Maker,".

In the third sentence, delete all after: "binding on the parties" and add the following: "except that the Owner may reject the decision or suggest a compromise or both".

Delete Section 15.2.6.

Delete Section 15.2.6.1.

## **15.3 MEDIATION**

Delete Section 15.3.

## **15.4 ARBITRATION**

Delete Section 15.4.

FOR INFORMATION ONLY

This document will be prepared by Grambling State University in the form appropriate for the project.

STATE OF LOUISIANA  
PARISH OF «PARISH OF PROJECT»

CONTRACT BETWEEN OWNER AND CONTRACTOR  
AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by «Contractor» hereinafter called the "Contractor", whose business address is «Contractor Address», «Contractor City», «Contractor State» «Contractor Zip», and the Grambling State University, 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:

- «Project\_Reference\_1»
- «Project\_Reference\_2»
- «Project\_Reference\_3»
- «Project\_City», Louisiana
- Project No.: «ProjectNo», «Part\_No»«WBS»;
- «Supplement\_Project\_No», Part «Supplement\_Part\_No»
- («Supplement\_WBS»)(Supplement)
- State ID No.: «StateID»      Site Code: «SiteCode»

in strict accordance with Contract Documents prepared by:

- «Designer»
- «Designer\_Address»
- «Designer\_City», «Designer\_State» «Designer\_Zip»

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 «Drawings and Specs Date», Addenda number(s) «Addenda No», the Instruction to Bidders, Bid Form, General Conditions, Supplementary Conditions, any Addenda thereto, 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 «Time Completion Days» («Time Completion Days») consecutive calendar days from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of «Liquidated Damages Cost Per Day» per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

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 «Contract Amount Words» and No/100 Dollars («Contract Amount Numeral») which sum represents the «Base Bid Only or Plus Alternates»

Taxes: Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number \_\_\_\_\_.

Performance and 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 «Contract Amount Words» and No/100 Dollars («Contract Amount Numeral»). By issuance of this bond, the surety acknowledges they are in compliance with R.S. 38:2219.

The condition of this performance and payment bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Owner, from all cost and damages which he may suffer by said Contractor's

non-performance or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the contract and make said payment(s).

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

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In accordance with R.S. 39:1602.1, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

In Witness whereof, the parties hereto on the day and year first above written 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.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month, and year first written above.

**WITNESSES:**

\_\_\_\_\_  
Witness #1 Sign Here

\_\_\_\_\_  
Witness #2 Sign Here

\_\_\_\_\_  
Contractor Witness #1 Sign Here

\_\_\_\_\_  
Contractor Witness #2 Sign Here

\_\_\_\_\_  
Surety Witness #1 Sign Here

\_\_\_\_\_  
Surety Witness #2 Sign Here

GRAMBLING STATE UNIVERSITY

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

BY: \_\_\_\_\_  
      **«CONTRACTOR»**

**SURETY:**

BY: \_\_\_\_\_  
      **ATTORNEY IN FACT**

\_\_\_\_\_  
\_\_\_\_\_  
      ADDRESS

\_\_\_\_\_  
      TELEPHONE NUMBER

PROJECT NO.:«ProjectNo», «Part No»«WBS»;  
«Supplement Project No», Part  
«Supplement Part No» («Supplement WBS»)(Supplement)  
NAME: «Project Reference 1»  
«Project Reference 2»  
«Project Reference 3»  
LOCATION: «Project City»

NON-COLLUSION AFFIDAVIT

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

PART I.

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

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

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

PART II.

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied.

For the purposes of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY

## SCHEDULE OF VALUES

*The Contractor is to use the following format. The total Contract Cost is to be itemized in each Subsection listed (as applicable)*

	Quantity	Cost
<b>DIVISION 01 – GENERAL REQUIREMENTS</b>		
01 00 00 General Requirements		
01 32 50 Record Drawings, Shop Drawings, Product Data, Samples and other submittals.		
	TOTAL	
<b>DIVISION 02 – EXISTING CONDITIONS</b>		
02 30 00 Subsurface Investigation		
02 41 00 Demolition		
	TOTAL	
<b>DIVISION 03 – CONCRETE</b>		
03 01 00 Maintenance of Concrete		
03 11 00 Concrete Forming		
03 15 00 Concrete Accessories		
03 20 00 Concrete Reinforcing		
03 30 00 Cast-in-place Concrete		
03 40 00 Precast Concrete		
03 50 00 Cast Decks & Underlayment		
	TOTAL	
<b>DIVISION 04 – MASONRY</b>		
04 01 00 Maintenance of Masonry		
04 05 13 Masonry Mortaring		
04 05 19 Masonry Anchorage & Reinforcing		
04 05 23 Masonry Accessories		
04 20 00 Unit Masonry		
	TOTAL	
<b>DIVISION 05 – METALS</b>		
05 05 23 Metal Fastenings		
05 10 00 Structural Metal Framing		
05 20 00 Metal Joists		
05 30 00 Metal Decking		
05 50 00 Metal Fabrications		
05 58 00 Formed Metal Fabrications		
	TOTAL	
<b>DIVISION 06 – WOOD, PLASTICS, &amp; COMPOSITES</b>		
06 05 23 Fastening and Adhesives		
06 10 00 Rough Carpentry		
06 13 00 Heavy Timber		
06 17 00 Shop-fabricated Structural Wood		
06 20 00 Finish Carpentry		
	SUB-TOTAL	

DISISION 06 – WOOD, PLASTICS, &  
COMPOSITES (CONTINUES)

06 40 00 Architectural Woodwork	_____	_____
06 60 00 Plastic Fabrications	_____	_____
06 80 00 Composite Fabrications	_____	_____
	TOTAL	_____

DIVISION 07 – THERMAL AND MOISTURE  
PROTECTION

07 10 00 Dampproofing and Waterproofing	_____	_____
07 18 00 Traffic Coatings	_____	_____
07 19 00 Water Repellents	_____	_____
07 21 00 Thermal Insulation	_____	_____
07 24 00 Exterior Insulation & Finish Systems	_____	_____
07 25 00 Weather Barriers	_____	_____
07 31 00 Shingles and Shakes	_____	_____
07 32 00 Roof Tiles	_____	_____
07 40 00 Roofing and Siding Panels	_____	_____
07 50 00 Membrane Roofing	_____	_____
07 60 00 Flashing and Sheet Metal	_____	_____
07 61 00 Sheet Metal Roofing	_____	_____
07 70 00 Roof & Wall Specialties and Accessories	_____	_____
07 80 00 Fire and Smoke Protection	_____	_____
07 90 00 Joint Protection	_____	_____
07 95 00 Expansion Control	_____	_____
	TOTAL	_____

DIVISION 08 – OPENINGS

08 11 00 Metal Doors and Frames	_____	_____
08 14 00 Wood Doors	_____	_____
08 15 00 Plastic Doors	_____	_____
08 30 00 Specialty Doors and Frames	_____	_____
08 41 00 Entrances and Storefronts	_____	_____
08 44 00 Curtain Wall and Glazed Assemblies	_____	_____
08 51 00 Metal Windows	_____	_____
08 52 00 Wood Windows	_____	_____
08 53 00 Plastic Windows	_____	_____
08 56 00 Special Function Windows	_____	_____
08 60 00 Roof Windows and Skylights	_____	_____
08 70 00 Hardware	_____	_____
08 80 00 Glazing	_____	_____
08 90 00 Louvers and Vents	_____	_____
	TOTAL	_____

DIVISION 09 – FINISHES

09 22 00 Supports for Plaster and Gypsum Board	_____	_____
09 23 00 Gypsum Plastering	_____	_____
09 24 00 Portland Cement Plastering	_____	_____
09 29 00 Gypsum Board	_____	_____
09 30 00 Tiling	_____	_____
	SUB-TOTAL	_____

DIVISION 09 – FINISHES (CONTINUED)

09 50 00 Acoustical Ceilings	_____	_____
09 54 00 Specialty Ceilings	_____	_____
Quantity	_____	_____
09 61 00 Flooring Treatment	_____	_____
09 62 00 Specialty Flooring	_____	_____
09 63 00 Masonry Flooring	_____	_____
09 64 00 Wood Flooring	_____	_____
09 65 00 Resilient Flooring	_____	_____
09 66 00 Terrazzo Flooring	_____	_____
09 68 00 Carpeting	_____	_____
09 69 00 Access Flooring	_____	_____
09 97 00 Wall Finishes	_____	_____
09 91 00 Painting	_____	_____
09 97 00 Special Coatings	_____	_____
	TOTAL	_____

DIVISION 10 – SPECIALTIES

10 11 00 Visual Display Surfaces	_____	_____
10 14 00 Signage	_____	_____
10 21 00 Compartments and Cubicles	_____	_____
10 22 00 Partitions	_____	_____
10 26 00 Wall and Door Protection	_____	_____
10 28 00 Toilet, Bath, and Laundry Accessories	_____	_____
10 44 00 Fire Protection Specialties	_____	_____
10 51 00 Lockers	_____	_____
10 56 00 Storage Assemblies	_____	_____
10 82 00 Grilles and Screens	_____	_____
	TOTAL	_____

DIVISION 11 – EQUIPMENT

11 15 00 Security, Detention, and Banking Equipment	_____	_____
11 19 00 Detention Equipment	_____	_____
11 23 00 Commercial Laundry and Dry Cleaning Equipment	_____	_____
11 26 00 Unit Kitchens	_____	_____
11 27 00 Photographic Processing Equipment	_____	_____
11 40 00 Foodservice Equipment	_____	_____
11 51 00 Library Equipment	_____	_____
11 52 00 Audio-Visual Equipment	_____	_____
11 53 00 Laboratory Equipment	_____	_____
11 61 00 Theater and Stage Equipment	_____	_____
11 65 00 Athletic and Recreational Equipment	_____	_____
11 70 00 Healthcare Equipment	_____	_____
	TOTAL	_____

DIVISION 12 – FURNISHINGS

12 20 00 Window Treatments	_____	_____
12 30 00 Casework	_____	_____
12 40 00 Furnishings and Accessories	_____	_____
12 50 00 Furniture	_____	_____
	TOTAL	_____

DIVISION 13 –SPECIAL CONSTRUCTION

13 10 00	Special Facility Components	_____	_____
13 34 00	Fabricated Engineered Structures	_____	_____
13 49 00	Radiation Protection	_____	_____
	TOTAL	_____	_____

DIVISION 14 – CONVEYING EQUIPMENT

14 20 00	Elevators	_____	_____
14 30 00	Escalators and Moving Walks	_____	_____
14 40 00	Lifts	_____	_____
14 80 00	Scaffolding	_____	_____
	TOTAL	_____	_____

DIVISION 21 – FIRE SUPPRESSION

21 10 00	Water-Based Fire-Suppression Systems Piping	_____	_____
21 20 00	Fire-Extinguishing Systems	_____	_____
21 30 00	Fire Pumps	_____	_____
	TOTAL	_____	_____

DIVISION 22 – PLUMBING

22 07 00	Plumbing Insulation	_____	_____
22 11 00	Facility Water Distribution	_____	_____
22 13 00	Facility Sanitary Sewerage	_____	_____
22 14 00	Facility Storm Drainage	_____	_____
22 30 00	Plumbing Equipment	_____	_____
22 40 00	Plumbing Fixtures	_____	_____
	TOTAL	_____	_____

DIVISION 23 – HEATING, VENTILATING, & AIR-  
CONDITIONING

23 05 93	Testing, Adjusting, & Balancing for HVAC	_____	_____
23 07 00	HVAC Insulation	_____	_____
23 09 00	Instrumentation & Control for HVAC	_____	_____
23 13 00	Facility Fuel-Storage Tanks	_____	_____
23 20 00	HVAC Piping and Pumps	_____	_____
23 30 00	HVAC Air Distribution	_____	_____
23 40 00	HVAC Air Cleaning Devices	_____	_____
23 50 00	Central Heating Equipment	_____	_____
23 60 00	Central Cooling Equipment	_____	_____
23 70 00	Central HVAC Equipment	_____	_____
	TOTAL	_____	_____

DIVISION 26 – ELECTRICAL

26 09 00	Instrumentation & Control for Electrical Systems	_____	_____
26 10 00	Medium-Voltage Electrical Distribution	_____	_____
26 20 00	Low-Voltage Electrical Transmission	_____	_____
26 27 00	Low-Voltage Distribution Equipment	_____	_____
26 30 00	Facility Electrical Power Generating & Storage Equipment	_____	_____
26 40 00	Electrical and Cathodic Protection	_____	_____
26 50 00	Lighting	_____	_____
	TOTAL	_____	_____

DIVISION 27 – COMMUNICATIONS

27 10 00	Structured Cabling	_____	_____
27 20 00	Data Communications	_____	_____
27 30 00	Voice Communications	_____	_____
27 40 00	Audio-Video Communications	_____	_____
27 50 00	Distributed Communications & Monitoring Systems	_____	_____
	TOTAL		_____

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 10 00	Electronic Access Control & Intrusion Detection	_____	_____
28 20 00	Electronic Surveillance	_____	_____
28 30 00	Electronic Detection and Alarm	_____	_____
28 40 00	Electronic Monitoring and Control	_____	_____
	TOTAL		_____

DIVISION 31 – EARTHWORK

31 10 00	Site Clearing	_____	_____
31 20 00	Earth Moving	_____	_____
31 31 00	Soil Treatment	_____	_____
31 32 00	Soil Stabilization	_____	_____
31 40 00	Shoring and Underpinning	_____	_____
31 50 00	Excavation Support and Protection	_____	_____
31 60 00	Special Foundations and Load- Bearing Elements	_____	_____
	TOTAL		_____

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 10 00	Bases, Ballasts, and Paving	_____	_____
32 30 00	Site Improvements	_____	_____
32 90 00	Planting	_____	_____
	TOTAL		_____

DIVISION 33 – UTILITIES

33 10 00	Water Utilities	_____	_____
33 30 00	Sanitary Sewerage Utilities	_____	_____
33 40 00	Storm Drainage Utilities	_____	_____
33 50 00	Fuel Distribution Utilities	_____	_____
33 60 00	Hydronic & Steam Energy Utilities	_____	_____
33 70 00	Electrical Utilities	_____	_____
33 80 00	Communications Utilities	_____	_____
	TOTAL		_____

DIVISION 34 – TRANSPORTATION

34 00 00	Transportation	_____	_____
	TOTAL		_____

DIVISION 35 – WATERWAY AND MARINE CONSTRUCTIONS

35 00 00	Waterway and Marine construction	_____	_____
	TOTAL		_____

DIVISION 40-43 – PROCESS EQUIPMENT

DIVISION 44 – POLLUTION CONTROL  
EQUIPMENT

44 40 00	Water Treatment Equipment	_____	_____
44 41 00	Packaged Water Treatment Plants	_____	_____
44 50 00	Solid Waste Control	_____	_____
		TOTAL	_____

DIVISION 45 – INDUSTRY SPECIFIC  
MANUFACTURING  
EQUIPMENT

DIVISION 48 – ELECTRICAL POWER  
GENERATION

48 10 00	Electrical Power Generation Equipment	_____	_____
48 70 00	Electrical Power Generation Testing	_____	_____
		TOTAL	_____

Facility Planning & Control  
**CHANGE ORDER**

PROJECT NAME: \_\_\_\_\_ CHANGE ORDER No. \_\_\_\_\_  
 PROJECT & WBS No: \_\_\_\_\_ CONTRACT DATE: \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_ NTP DATE: \_\_\_\_\_  
 SITE CODE: \_\_\_\_\_ STATE ID: \_\_\_\_\_ SRM No.: \_\_\_\_\_

You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of each change below, including RFI No., cost and days from Summary

The Original Contract Sum \_\_\_\_\_  
 Total Changes by Previous Change Order(s) \_\_\_\_\_  
 Current Contract Sum \_\_\_\_\_  
 Contract Sum will be  unchanged  increased by  decreased by: \_\_\_\_\_  
**New Contract Sum** \_\_\_\_\_  
 The Original Contract Completion Date and Contract Time. Date: \_\_\_\_\_ DAYS  
 Total Time extended by Previous Change Order(s) \_\_\_\_\_ DAYS  
 Contract Time will be  unchanged  increased by  decreased by: \_\_\_\_\_ DAYS  
**New Contract Completion Date & Contract Time** Date: \_\_\_\_\_ DAYS  
**Added Building Area** \_\_\_\_\_ (Sq. Ft.)

**NOTE:** No additional increase in time or money will be considered for a Change Order item after it has been executed.

<b>RECOMMENDED</b>	<b>ACCEPTED</b>	<b>APPROVED</b>
Designer's Name: _____	Contractor's Name: _____	Project Manager: _____
Address: _____	Address: _____	Facility Planning & Control
Email Address: _____	Email Address: _____	
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____

**FACILITY PLANNING AND CONTROL USE ONLY**

<b>Classification</b>	<b>Amount</b>	<b>Classification</b>	<b>Amount</b>
Omission (Type "O")*	_____	Miscellaneous (Type "M")	_____
Error (Type "E")*	_____	Owner Requested (Type "R")	_____
<b>COMMENTS:</b>	Senior Manager/Assistant Director approval: _____		

Construction Contract Change Order  
**SUMMARY**

State of Louisiana  
**Facility Planning & Control**  
 Project & WBS No. \_\_\_\_\_

Item No. \_\_\_\_\_  
 RFI No. (or COR, CPR, etc.) \_\_\_\_\_  
 Date: \_\_\_\_\_

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

Contractor Name: \_\_\_\_\_  
 Description of Work:

General Contractor Direct Costs - Breakdown No. \_\_\_\_\_  
 (See attached breakdown)

**Total General Contractor Cost** \_\_\_\_\_ %   
 (General Contract Direct Cost plus OH&P) (Max: 8%)

Subcontractor Cost Breakdowns  
 (See attached.)

Subcontractor Name	Breakdown No.	A Total Direct Cost	B OH&P (Max 8%)	C Total A+(A X B)
_____	_____	_____	_____ %	_____
_____	_____	_____	_____ %	_____
_____	_____	_____	_____ %	_____
_____	_____	_____	_____ %	_____
_____	_____	_____	_____ %	_____
_____	_____	_____	_____ %	_____
_____	_____	_____	_____ %	_____
_____	_____	_____	_____ %	_____
_____	_____	_____	_____ %	_____
_____	_____	_____	_____ %	_____

**Subcontractor Direct Costs Total** \_\_\_\_\_  
 (Sum column A)

**Subcontractor Direct Costs + Subcontractor OH&P** \_\_\_\_\_  
 (Sum column C)

**General Contractor OH&P on Subcontractor Direct Cost at** \_\_\_\_\_ %  
 (Sum column A times General Contractor OH&P rate. ) (Max: 8%)

**Total Subcontractor Costs**   
 (Subcontractor Direct Costs + OH&P + General Contractor OH&P)

**Change Order Subtotal**   
 (Sum of Total General Contractor Costs and Total Subcontractor Costs)

**Performance and Payment Bond at** \_\_\_\_\_ %  
 (Change Order Subtotal times Performance and Payment Bond rate)

**Amount will be**  increased by  decreased by  unchanged   
 (Sum of Change Order Subtotal and Performance and Payment Bond)

**Days will be**  increased by  decreased by  unchanged   
 (Attach supporting data such as meteorological reports)

Construction Contract Change Order

**BREAKDOWN**

Breakdown No. \_\_\_\_\_

State of Louisiana

Item No. \_\_\_\_\_

Facility Planning & Control

RFI No. (or COR, CPR, etc.) \_\_\_\_\_

Project & WBS No. \_\_\_\_\_

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

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

Contractor/Subcontractor Name: \_\_\_\_\_

Direct Cost of Work :

**A. Labor**

Check here if explained on the Comment Sheet ↓

Hourly Wage Rate

Hours

Total Cost

1	_____	<input type="checkbox"/>
2	_____	<input type="checkbox"/>
3	_____	<input type="checkbox"/>
4	_____	<input type="checkbox"/>
5	_____	<input type="checkbox"/>
6	_____	<input type="checkbox"/>
7	_____	<input type="checkbox"/>

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____
_____
_____
_____
_____
_____
_____

Sub Total

Add Labor Burden @ \_\_\_\_\_ %

**LABOR TOTAL**

_____
-------

**B. Material**

Unit Price

Unit

Units

Total Cost

1	_____	<input type="checkbox"/>
2	_____	<input type="checkbox"/>
3	_____	<input type="checkbox"/>
4	_____	<input type="checkbox"/>
5	_____	<input type="checkbox"/>
6	_____	<input type="checkbox"/>
7	_____	<input type="checkbox"/>

4,200.00	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____
_____
_____
_____
_____
_____
_____

Sub Total

Add Tax @ \_\_\_\_\_ %

**MATERIAL TOTAL**

_____
-------

**C. Equipment**

Unit Rate

Unit

Units

Total Cost

1	_____	<input type="checkbox"/>
2	_____	<input type="checkbox"/>
3	_____	<input type="checkbox"/>
4	_____	<input type="checkbox"/>
5	_____	<input type="checkbox"/>
6	_____	<input type="checkbox"/>
7	_____	<input type="checkbox"/>

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____
_____
_____
_____
_____
_____
_____

Sub Total

Add Tax @ \_\_\_\_\_ %

**EQUIPMENT TOTAL**

_____
-------

**TOTAL DIRECT COST FOR THIS BREAKDOWN:**

(Sum A, B & C)

_____
-------





---

**State of Louisiana**  
**Division of Administration**  
**Facility Planning and Control**  
**Instructions for Change Order Back Up Forms**

The General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition, and the Supplementary Conditions provide for changes in the contract in the form of change orders. The costs of such changes must be carefully, clearly and accurately documented. Facility Planning & Control has prepared a set of forms to be used to provide this documentation in a consistent format that is in accordance with the Contract Documents.

Change orders will typically contain one or more items of work. Each item of work will typically include work by the general contractor and/or one or more subcontractors. The documentation begins with a breakdown of the work of the contractor and each subcontractor. This is prepared using the form entitled "BREAKDOWN." One form for the General Contractor and one for each subcontractor. Each breakdown will be summarized on the form entitled "SUMMARY." Each item of work will, in turn, be summarized on the change order itself. This should be on the face of the change order.

The forms are available as a Microsoft Excel worksheet for ease of preparation, with formulas established for mark-ups and other basic mathematical operations.

These forms are to be used as provided. Any alteration to the forms may cause the change order to be rejected.

**GENERAL:** (Refer to Article 7 of the Supplementary and General Conditions)

**Forms** - There are five forms to be used for all Facility Planning and Control change orders: CHANGE ORDER form, SUMMARY, BREAKDOWN, BREAKDOWN COMMENT SHEET and UNIT PRICE BREAKDOWN. The CHANGE ORDER form is the highest level and is the official, signed document. A CHANGE ORDER form may include one or more items of work, each of which is backed up by a SUMMARY. Each SUMMARY will be backed up with one or more BREAKDOWNs. Any unusual rates, unit costs or quantities may be explained on the COMMENT SHEET. It's simple. The BREAKDOWN form must be used for the general contractor and any subcontractor, at any level, that is to get OH&P. Use as many as needed.

**Unit Pricing** - Labor, material and equipment breakdown is the standard method of pricing change orders for Facility Planning and Control. However, unit pricing may be considered in some circumstances if the unit prices are clearly established such as by unit prices that were included in the bid. These prices may also be derived from a construction industry standard reference such as R.S. Means. If unit prices were included in the bid they are acceptable for pricing change order work and, in fact, must be used for any work that is included in the change order for which they were established. The UNIT PRICE BREAKDOWN is provided for this purpose.

**CHANGE ORDER:**

**Project identification information:** Complete as required. The Site Code, State ID and SRM No(s). (contract numbers) can be obtained from the FP&C Project Manager.

**Description:** This will include a list of each attached SUMMARY that makes up this change order and a brief statement of the work included in each, including RFI No., cost and days from the SUMMARY page.

**New Contract Sum:** Calculate the new contract amount using the original contract amount, previous change orders and the new change order. Indicate the appropriate word for increase, decrease or unchanged by selecting the appropriate checkbox.

**New Contract Completion Date and Revised Time:** Calculate the new contract time using the original Contract Completion Date and Contract Time, previous changes in time and the change in time by this change order. Indicate the appropriate word for increase, decrease or unchanged by selecting the appropriate checkbox. Show days in the main column and the date in the blank indicated.

**Added Building Area:** Show any building area added by this change order. If none, enter "None."

**RECOMMENDED:** Show the Designer's name and address, sign on the line indicated as "By:" and date on the indicated line.

**ACCEPTED:** Show the Contractor's name and address, sign on the line indicated as "By:" and date on the indicated line.

**APPROVED:** For approval by FP&C.

**SUMMARY:** (Refer to Article 7 of the Supplementary and General Conditions)

**Item No.:** Show the Item number as it will appear on the CHANGE ORDER Form. Note: This may be one of several items included in one CHANGE ORDER form.

**RFI No.:** Show the number of the request for information. This may be known by another name such as COR (Change Order Request,) CPR (Change Proposal Request,) etc.

**Project No., WBS No., Date, Project Name.** Will auto-fill from information entered on the first tab.

**Contractor:** Name of General Contractor. Will auto-fill from information entered on the first tab.

**Description of Work:** Give a brief description of the work included in this **Item**.

**General Contractor Direct Costs:** Show the total General Contractor Cost from the BREAKDOWN and show the Breakdown No. in the space provided.

**General Contractor Total Cost:** Show the total General Contractor Cost plus the General Contractor's overhead and profit. The overhead and profit shall not exceed 8% of the Direct Cost.

**Subcontractor Cost Breakdowns:** List each subcontractor, Breakdown No. and Total Direct Cost (in column "A") from the attached BREAKDOWN sheets. Show the subcontractor's overhead and profit percentage in column "B" and show the calculated total of the direct cost plus the percentage of the direct cost in column "C." If the electronic version of the form is being used, column "C" will be automatically calculated. The overhead and profit shall not exceed 8% of the Total Direct Cost.

**Subcontractor Direct Costs Total:** Sum of column "A." This will be used to calculate the General Contractor's overhead and profit on the subcontractors' work. If the electronic version is being used, this will be an automatic calculation.

**Subcontractor Direct Costs + Subcontractor OH&P:** Sum of column "C." This represents the total amount that subcontractors will be paid. Automatic calculation.

**General Contractor OH&P on Subcontractor Direct Cost at \_\_\_%.** The contractor's overhead and profit on the subcontractors' direct cost (without subcontractor OH&P.) Enter the percentage of the contractor's OH&P on the subcontractors' work (not to exceed 8%) and show the calculated total of the subcontractors' direct cost plus the percentage of the direct cost in the space. Automatic calculation.

**Total Subcontractor Costs:** Total of the last two spaces.

**Change Order Subtotal:** Total of change order except bond.

**Performance and Payment Bond at \_\_\_\_%:** Enter bond percentage (from amount provided by the contractor at the Pre-Construction Conference) and calculate the amount for the bond.

**Amount will be (increased) (decreased) (unchanged) by:** Add bond and calculate total change order amount. Indicate "increase," "decrease" or "unchanged" by checking the appropriate box.

**Days will be (increased) (decreased) (unchanged) by:** Show the number of days to be added or deleted from the contract, if any, due to changes in scope, adverse weather, unusual delays or other factors, **only** if it is proven the critical path is affected. Note that a change in scope does not necessarily indicate a change in time. Indicate "increased," "decreased" or "unchanged" by checking the appropriate box.

## **BREAKDOWN:**

**Item No.** Show the Item number as it will appear on the CHANGE ORDER Form and the SUMMARY. Note: This may be one of several items included in one CHANGE ORDER form.

**RFI No.:** Show the number of the request for information. This may be known by another name such as COR (Change Order Request,) CPR (Change Proposal Request,) etc.

**Project No., WBS No., Date, Project Name.** Will auto-fill from information entered on the first tab.

**Contractor:** Name of General Contractor or Subcontractor, edit auto-fill as needed.

### **Direct Cost of Work:**

**Check here if explained on the Comment Sheet:** If rates, unit costs or quantities may appear unreasonable compared to standard costs or quantities the reasons may be explained on the attached comment sheet and the box checked to indicate that there is an explanation.

**A. Labor:** Include the "wages paid" hourly direct labor and/or foreman necessary to perform the required change. "Wages paid" is the amount actually paid the employee, not the fully burdened charge rate used in the bid, etc. Supervisory personnel in district or home office shall not be included. Do not include the project superintendent, except as permitted by Section 7.2 of Supplementary Conditions. Supervisory personnel on the job-site, but with broad supervisory responsibility shall not be included as Direct Labor, except as permitted by Section 7.2 of Supplementary Conditions. Typically there will be only one superintendent on the job and his/her time shall not be included, except as permitted by Section 7.2 of Supplementary Conditions. Typically all other employees are eligible for inclusion. List by job title each person employed on the work, his/her hourly rate, the number hours work and the extended Total Cost. Do not list crews unless the rates for them are readily available in standard cost estimating references such as R. S. Means. Add the labor burden that was provided at the Pre-Construction conference and in compliance with the Contract Documents, and total the amounts in LABOR TOTAL.

**B. Material:** Include the acquisition cost of all materials directly required to perform the required change. List each material used in the work, the price per unit, name of the unit, the number of units used and the extended Total Cost. Add the tax rate and tax and total the amounts in MATERIAL TOTAL.

**C. Equipment:** Include the rental cost of equipment items necessary to perform the change. For company-owned equipment items, include documentation of internal rental rates submitted at the pre-construction conference. Charges for small tools, and craft specific tools are not allowed. List each piece of equipment used in the work, the rate by units of time (hour, day, week, etc.,) number of units of time the piece was in service on the work and the extended total cost. Add the tax rate, calculate the tax and total the amounts in EQUIPMENT TOTAL.

**TOTAL DIRECT COST FOR THIS BREAKDOWN:** Total of A. Labor, B. Material and C. Equipment. This is the amount that will be carried forward to the SUMMARY Sheet. This amount does **NOT** include Overhead and Profit. This will be added on the SUMMARY Sheet.

## **COMMENTS SHEET:**

The COMMENTS SHEET uses the same heading as the SUMMARY and BREAKDOWN.

The COMMENTS SHEET includes three sections, one each for A. Labor, B. Materials and C. Equipment. These correspond to the sections in the BREAKDOWN. Each comment should be entered in the section to which it corresponds on the BREAKDOWN and numbered to correspond to the appropriate line. Comments are to used only to explain unusual rates, costs or quantities.

## **UNIT PRICE BREAKDOWN:**

The UNIT PRICE BREAKDOWN uses the same heading as the BREAKDOWN.

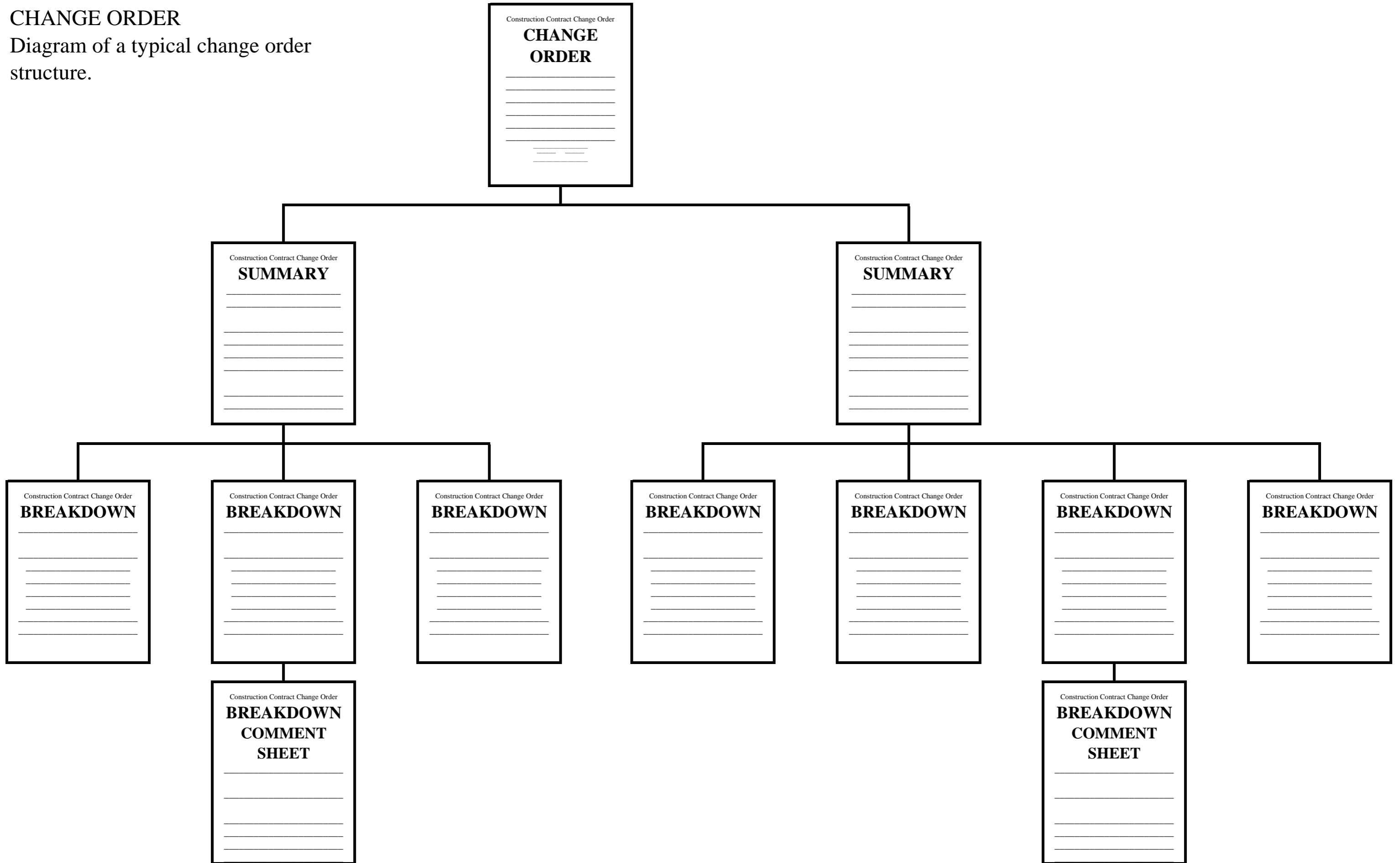
The UNIT PRICE BREAKDOWN is similar to the BREAKDOWN.

**Unit Price Tabulation:** Each unit price is listed along with its corresponding price and the number of units used in the work. The price and number of units are multiplied to provide the total cost of each unit price item. The pricing reference, such as the bid form for the project or a construction industry standard reference, must be cited for each unit price. This may be more fully described in "Reference Legend,"

**Unit Price Total:** Sum the unit prices to obtain the total cost for unit prices.

# CHANGE ORDER

Diagram of a typical change order structure.



**LABOR BURDEN-Etc.: GC Company Name - date**

**Also need for each subcontractor.**

Project Number \_\_\_\_\_, Part\_ (F.xxxxxxx.x)

Project Title/Name: \_\_\_\_\_

FICA/Social Security= 6.20%

MEDICARE = 1.45%

FUTA=0.6%

SUTA = Forward a copy of letter from Louisiana Workforce Commission= \_\_\_\_\_ %

*{Each year, the state unemployment office furnishes the rate specific to a company and communicated by way of a letter from the state's unemployment agency.}*

WORKER'S COMPENSATION INSURANCE= Forward copy of Insurers Extension of Information sheet= \_\_\_\_\_%

---

**Only above is applicable to determine Labor Burden rate = \_\_\_\_\_ %**

---

**Bond Rate**= Forward copy of letter from bond provider = \_\_\_\_\_ %

COMPANY **LABOR TYPE** AND **RATE** (Hourly):

**COMPANY EQUIPMENT:** (Also - must have minimum of **two quotes from local suppliers/renters of area of project.** Need **daily, weekly, monthly** rental rates.)

**LIST OF SUB-CONTRACTORS and MAJOR VENDORS:**

*(I.c. Information listed in Paragraph 7.1 of the Supplementary Conditions-required submittal of Sub-Contractors and all trades per SC Article 7.1.4.3.)*

*Submit with support documentation for Designer's & Owner's review/approval **prior** to scheduling the Pre-Construction Conference per l.b. and I.c. of FPC 15. Pre-Construction Conference - See Pre-Construction Conference Agenda.*

2017kc

## PARTIAL OCCUPANCY

PROJECT NAME:

PROJECT LOCATION:

PROJECT / PART NUMBER:

CFMS / SRM No.

WBS NUMBER:

CONTRACTOR:

USER AGENCY:

The below described portion of subject project is, to the best of my knowledge and belief, complete to a point where the User desires to use in according with the Contract Documents.

DATE OCCUPIED: \_\_\_\_\_ .

WARRANTY items covered by Occupancy:

Designer	Date
Contractor	Date
Facility Planning and Control	Date

Punch List: Attached

None

c: User Agency, ORM

## RECOMMENDATION OF ACCEPTANCE

TO: GRAMBLING STATE UNIVERSITY  
403 MAIN STREET  
GRAMBLING, LA. 71245

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Design Firm Name and Address*

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

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

PROJECT NUMBER: \_\_\_\_\_ WBS No. \_\_\_\_\_

SITE CODE: \_\_\_\_\_ STATE ID: \_\_\_\_\_ CFMS/SRM #: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_

ORIGINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

FINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

FINAL BUILDING AREA (SQ. FEET): \_\_\_\_\_

I certify that, to the best of my knowledge and belief, this project is substantially complete in accordance with the Plans and Specifications to the point where it can be used for the purpose which was intended. It is recommended that it be accepted.

DATE OF ACCEPTANCE: \_\_\_\_\_

CONTRACT DATE OF COMPLETION: \_\_\_\_\_

NUMBER OF DAYS (OVERRUN) (UNDERRUN) (As of Acceptance Date) \_\_\_\_\_

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT \$ \_\_\_\_\_

VALUE OF PUNCH LIST \$ \_\_\_\_\_

Was part of project occupied prior to Acceptance?  No  Yes, see attached Partial Occupancy Forms

ADA Certificate of Compliance Required?  No  Yes, see attached form.

La. Building Code Certificate of Compliance Required?  No  Yes, see attached form.

ROOF GUAR-MANUF: \_\_\_\_\_ START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

ROOFER: \_\_\_\_\_ START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

Signed: \_\_\_\_\_  
DESIGNER

**FOR USE OF PROJECT MANAGER:**

Signed: \_\_\_\_\_  
PROJECT MANAGER

c: User Agency

**CERTIFICATE OF COMPLIANCE**  
with  
**Americans with Disabilities Act and Architectural Barriers Act**  
**Accessibility Guidelines**

TO: GRAMBLING STATE UNIVERSITY  
403 MAIN STREET  
GRAMBLING, LA. 71245

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Design Firm Name and Address*

PROJECT NAME: \_\_\_\_\_  
\_\_\_\_\_  
PROJECT No.: \_\_\_\_\_  
WBS No.: \_\_\_\_\_

SITE CODE: \_\_\_\_\_ STATE ID: \_\_\_\_\_

DATE OF ACCEPTANCE: \_\_\_\_\_

I, \_\_\_\_\_ certify that, to the best of my knowledge and belief, this project has been constructed in compliance with the Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines as reviewed by the fire marshal.

\_\_\_\_\_  
*Designer Signature* Date: \_\_\_\_\_

**State of Louisiana**  
**CERTIFICATE OF COMPLIANCE**  
with  
**Louisiana Building Code for State Owned Buildings**

TO: GRAMBLING STATE UNIVERSITY  
403 MAIN STREET  
GRAMBLING, LA. 71245

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Design Firm or Owner/User Name and Address*

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

PROJECT No.: \_\_\_\_\_

WBS No.: \_\_\_\_\_

SITE CODE: \_\_\_\_\_ STATE ID: \_\_\_\_\_

DATE OF ACCEPTANCE: \_\_\_\_\_

I, \_\_\_\_\_ certify that, to the best of my knowledge and belief, this project has been constructed in compliance with the construction documents determined to be satisfactory by the Grambling State University.

\_\_\_\_\_  
*(Signature of Designer or Owner/User)* Date: \_\_\_\_\_

\_\_\_\_\_  
**Name of Project**

\_\_\_\_\_  
**Project No.**

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

**PARISH OF** \_\_\_\_\_

**ATTESTATIONS AFFIDAVIT**

**Before me**, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

**LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS**

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (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)

**LA. R.S. 38:2212.10 Verification of Employees**

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

\_\_\_\_\_  
**Name of Project**

\_\_\_\_\_  
**Project No.**

**LA. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance**

- A. 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 this bid /proposal, 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/AFFIANT**

**Sworn to and subscribed** before me by Affiant on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

## DIVISION 01 - GENERAL

### REQUIREMENTS

#### 01 11 00 - SUMMARY OF WORK

##### 1.0 GENERAL

##### 2.0 SUMMARY

2.1 Project: REROOFING OF BUILDING  
CARVER HALL ANNEX  
GRAMBLING STATE UNIVERSITY  
Grambling, Louisiana.  
Project No:01-107-24-05, F.01004636

2.2 Project summary: The project consists of the removal of existing modified bitumen roofing system down to the tectum decking, install tapered insulation and modified bitumen roofing system on the CARVER HALL ANNEX, GRAMBLING STATE UNIVERSITY, GRAMBLING, LOUISIANA.

2.2.1 Project type and size. The project is a renovation of areas in a base bid of approximately 15,442 square feet.

2.3 Project requirements: WORK shall be performed in one phase.

2.3.1 Existing site conditions and restrictions:

2.3.2 Requirements for construction schedule, and sequence of work: Work shall be completed within 120 consecutive calendar days from the date as set by the notice to proceed.

2.3.3 Contractor shall be required to provide all sets of plans and specifications necessary for construction.

2.3.4 Occupancy of adjacent facilities:

2.4 **NO LOCAL BUILDING PERMITS ARE REQUIRED ON STATE PROJECTS.**

2.5 Comply with all applicable building codes and rules of other governing regulatory agencies. Submit two copies each of permits, inspection reports, and certificates of compliance to the Owner and Architect.

2.6 Contractor shall comply with all OSHA requirements, including the Hazard Communication Standard.

2.7 Verify field dimensions before ordering fabrications or products to fit in place. Notify Architect of existing conditions and dimensions that differ from those shown in the Drawings.

2.8 Unless noted otherwise, the subject of all imperative sentences in the Specifications is

the Contractor. For example, "Provide and install ... " means "Contractor shall provide and install.

END OF SECTION

## 01 26 12 -- CUTTING AND PATCHING

### 1.0 GENERAL

### 2.0 SUMMARY

2.1 Cut and patch as required to complete the work for:

2.1.1 Visual quality as directed by the Architect.

2.1.2 Fire resistance ratings.

2.1.3 Inspection, preparation, and performance.

2.2 Cut and patch with care to avoid damage to work, safety hazards, violation of warranty requirements, building code violations, or maintenance problems.

2.3 Provide dust barriers to prevent dust from entering the occupied areas of the facility.

### 3.0 MATERIALS AND PRODUCTS

#### 3.1 MATERIALS

3.1.1 Match existing materials with new materials so that patching work is undetectable.

### 4.0 EXECUTION

#### 4.1 INSTALLATION

4.1.1 Inspect field conditions to identify all work required.

4.1.2 Notify the Architect of work that might disrupt building operations.

4.1.3 Perform work with workmen skilled in the trades involved. Prepare sample area of each type of work for approval. Protect adjacent work from damage and dirt.

4.1.4 For cutting work, use proper cutting tools, not chopping tools. Make neat holes. Minimize damage to adjacent work. Check for concealed utilities and structure before cutting.

4.1.5 Make patches, seams, and joints durable and inconspicuous. Tolerances for patching shall be the same as for new work.

4.1.6 Clean work areas and areas affected by cutting and patching operations.

END OF SECTION

01 26 37 -- CONSTRUCTION PROCEDURES

1.0 GENERAL

2.0 SUMMARY

2.1 Provide administrative coordination of all work, including trained, qualified employees and subcontractors, and supervisory personnel.

2.2 Arrange and conduct preconstruction and construction meetings with design principals, consultants, and construction trades when required by the Architect.

2.2.1 PRE-CONSTRUCTION CONFERENCE

After notification that the Contract has been executed, the Architect shall arrange with the Owner, FP&C Field Representative, User Agency (Grambling State University) 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 Sub-contractors are in attendance and shall furnish to the Architect, Owner and User Agency: 1) the Schedule of Values, 2) the List of Subcontractors and Material Suppliers, and 3) the Construction Schedule.

2.2.2 PROGRESS MEETINGS

The Architect will establish and conduct a regular schedule of monthly meetings, to be held on the job site each month throughout the construction period. The Architect, Architect's Consultants, Owner, FP&C Field Representative, User Agency, Contractor, Contractor's Subcontractors, etc., should have representatives in attendance at these meetings. It shall be the principle purpose of these conferences is to effect coordination, cooperation, and assistance in every practical way to the end of maintaining the progress of the project on schedule and completing the project within the contract time.

2.2.3 Submit progress schedule, bar-chart type, updated monthly. Provide submittal schedule, coordinated with the progress schedule. Submit the schedule of required tests including payment and responsibility.

2.4 Submit a schedule of values.

2.5 Submit payment request procedures.

2.6 Provide to the Architect and post at the construction site, a phone and address list of individuals to be contacted in case of emergency.

2.7 Maintain and update record drawings and specifications as work progresses. Submit a complete, updated set of record documents upon conclusion of the work.

2.8 Keep all work clean and well-protected from dirt, weather, theft, and damage.

END OF SECTION

01 26 63 -- CHANGE ORDER  
PROCEDURES

1.0 GENERAL

2.0 SUMMARY

- 2.1 Changes in the work may be required which will be authorized by a Change Order.
- 2.2 Change Orders, signed by the Owner and Architect, to authorize changes in the work will include equivalent changes in the Contract Sum and/or Time of Completion.
- 2.3 Change orders will be numbered in sequence and dated.
- 2.4 A request for estimates for possible changes is not a Change Order or a direction to proceed with the proposed changes. That can only be authorized through a signed Change Order.

END OF SECTION

01 33 00 -- SUBMITTALS

1.0 GENERAL

2.0 SUMMARY

- 2.1 Provide all submittals as specified. Provide four copies where multiple copies are specified but the number is not stated.
- 2.2 Provide re-submittals when submittals are not approved.
- 2.3 Samples and shop drawings shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including adjacent construction and related work. Note special coordination required. Note any deviations from requirements of the Contract Documents.
- 2.4 Provide warranties as specified. Warranties shall be signed by supplier or installer responsible for performance. Warranties shall not limit liability for negligence or non-compliance with documents.
- 2.5 Submit the following within 30 calendar days after receiving the Notice to Proceed.
  - 2.5.1 Submit list of materials to be provided for this work.
  - 2.5.2 Submit manufacturer's specifications required to prove compliance with these specifications.
  - 2.5.3 Submit manufacturer's installation instructions.
  - 2.5.4 Submit Shop Drawings as required with complete details and assembly instructions.
  - 2.5.5 Submit Shop Drawings showing relationship and interface with adjacent or related work.

END OF SECTION

## 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

A. The Contract Documents, including but not limited to, the Drawings and Individual Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections:
  - 1. Section 01100 – Contract Summary of Work, for work restrictions and limitations on utility interruptions.

#### 1.3 USE CHARGES

- A. General: Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the Owner, the Design Professionals, occupants of the Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from the Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from the Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Indicates temporary facilities, staging areas, and parking areas for construction personnel.

#### 1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations and requirements of authority having jurisdiction for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in ADA-ABA Accessibility Guidelines and ANSI A117.1.

#### D. 1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before the Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 0.148-inch thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top rails. Portable Chain-Link Fencing: Minimum 0.148-inch thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Provide galvanized steel bases for supporting posts.

### 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Owner's-Use Field Office: Of sufficient size to accommodate the needs of the Owner and construction personnel office activities and to accommodate project meetings. Keep the office clean and orderly. Furnish and equip offices as follows:
1. Furniture required for the project site documents including file cabinets, plan tables, plan racks, and bookcases.
  2. Conference room of sufficient size to accommodate meetings of **10** individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4-foot square tack and marker boards.
  3. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
  4. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
1. Store combustible materials apart from the building.

### 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. 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. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Electric Power Service: Connect to the Owner's existing electric power service. Maintain equipment in a condition acceptable to the Owner. Obtain all required permits.
- E. Provide superintendent with cellular telephone for use when away from field office.
- F. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - a Protect existing site improvements to remain including curbs, pavement, and utilities.
  - b Maintain access for fire-fighting equipment and access to fire hydrants.
- G. Parking: Provide temporary parking areas for construction personnel.
- H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. Fire Safety During Construction: Comply with all requirements identified herein as well as the more stringent requirements of the applicable codes.
  - 1. No smoking: Smoking shall be prohibited throughout the project/construction site. "No Smoking" signs shall be conspicuously posted at all entrances and throughout the site.
  - 2. The Contractor shall be responsible for all fire safety efforts until completion and acceptance of the Work described in the Contract Documents that include but are not limited to the following:
    - a. Prefire Plans. Develop in cooperation with the User Agency and Architect.
    - b. Training. Job site personnel shall be trained in fire safety practices and procedures and the proper use of fire protection equipment, including hand-held fire extinguishers.
    - c. Fire Protection Devices. Fire protection and detection equipment shall be maintained and serviced.

3.

3.2 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

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

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

END OF SECTION 01500

01 77 00 -- CONTRACT CLOSEOUT

1.0 GENERAL

1.1 Provisions of the Contract Documents govern work under this Section

2.0 SUMMARY

2.1 General requirements for project closeout work required by the Contract Documents are included under this Section.

3.0 MANUALS AND OPERATING INSTRUCTIONS

3.1 Prior to the acceptance of the project by the Owner, the Contractor shall provide all brochures, manuals, operating instructions, guarantees, warranties, maintenance booklets, erection diagrams, parts catalogs, etc., on all equipment and products furnished under this contract. Information of a technical nature that would help the Owner later in ordering, replacements should also be included.

3.2 Such material shall be furnished in three (3) copies, except for those items for which more than three (3) copies are required in other sections of Specifications.

4.0 AS-BUILT DRAWINGS

4.1 Contractor shall maintain one set of Drawings in the field for markup for as-built drawings. This set shall be given to the Architect before the final inspection. Architect will prepare from them the final as-built drawings that will be furnished to the Owner.

END OF SECTION

01 74 00 -- CLEANING AND MAINTENANCE DURING CONSTRUCTION AND FINAL CLEANING

1.0 GENERAL

2.0 SUMMARY

- 2.1 Keep the buildings and site well-organized and clean throughout the construction period.
- 2.2 Provide general clean up daily and complete weekly pickup and removal of all scrap and debris from the site. Exception: Reusable scrap shall be stored in a neatly maintained, designated storage area.
- 2.3 Weekly pickup shall include a thorough broom-clean sweep of all interior spaces. Also, each week, sweep paved areas on the site and public paved areas adjacent to the site. Completely remove swept dirt and debris. Daily and weekly cleaning will not replace required clean up after the work of specific trades such as specified herein.
- 2.4 At completion of the Work, remove from the job site all tools and equipment, surplus materials, equipment, scrap and debris.
- 2.5 Exterior of building: Inspect exterior surfaces and remove all waste materials, paint droppings, spots, stains or dirt.
- 2.6 Final cleaning will be comparable to that provided by professional, skilled cleaners using commercial grade cleaning materials. Cleaning materials will be used with care and will be compatible with building materials and finishes. Final cleaning will include removal of scraps or waste in landscaped areas and thorough cleaning of walkways, paved areas and public paved areas adjacent to the site.

END OF SECTION

END OF DIVISION 01 - GENERAL REOUIREMENTS

## SECTION 02 41 19

### SELECTIVE BUILDING DEMOLITION

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Removal of designated building construction, such as roofing, insulation, down to light weight concrete decking, etc., as shown on the drawings and as required for the work.
- B. Related Sections:
  - 1. Division 01 - Administrative, procedural, and temporary work requirements.

##### 1.2 SUBMITTALS

- A. Submittals for Review:
  - 1. Shop Drawings: Indicate areas for demolition, removal sequence and location of salvageable items, and location and construction of temporary work.

##### 1.3 REGULATORY REQUIREMENTS

- A. Conform to applicable code for demolition work, safety of structure, and dust control.
- B. Obtain required permits from authorities.
- C. Notify affected utility companies before starting work and comply with their requirements.
- D. Conform to applicable codes when hazardous or contaminated materials are discovered.
- E. Do not close or obstruct exits.
- F. Do not disable or disrupt building fire or life safety systems without [3] THREE days prior written notice to Owner.

##### 1.4 PROJECT CONDITIONS

- A. Minimize interference with streets, walks, public right-of-ways, and adjacent facilities.
- B. If hazardous materials are discovered, notify Architect and await instructions.
- C. If any of the following conditions are encountered, cease work immediately, notify Architect, and await instructions:
  - 1. Structure is in danger of movement or collapse.
  - 2. Materials or conditions encountered differ from those designated in the Contract Documents.

#### PART 2 PRODUCTS

Not used

#### PART 3 EXECUTION

##### 3.1 PREPARATION

- A. Erect temporary partitions, dust control barriers, barricades, warning devices, and controls.
- B. Provide protective coverings, shoring, bracing, and supports for construction designated to remain.

C. Temporarily or permanently disconnect utilities as required.

### 3.2 DEMOLITION

- A. Remove existing roofing system to extent indicated and as necessary. Do not remove more than can be reinstalled by the end of the day and water tight.
- B. Do not damage work designated to remain.
- C. Minimize noise and spread of dirt and dust.
- D. Assign work to trades skilled in procedures involved.
- E. Plug ends of disconnected utilities with threaded or welded caps.
- F. Protect and support active utilities designated to remain. Post warning signs showing location and type of utility and type of hazard.
- G. Store items designated to remain property of Owner where directed by Owner.
- H. Remove and dispose of waste materials off site.

END OF SECTION

## **DIVISION 06 - WOOD**

### ROUGH CARPENTRY 06010

#### 1.0 GENERAL

#### 1.1 WORK

- 1.1.1 Provide and install new wood blocking and new wood blocking assemblies as shown on the Drawings and as specified herein. Work includes all connectors, and related materials.

#### 2.0 SUBMITTALS

- 2.1 Provide all tests, certificates, and affidavits necessary to verify materials are as specified.

#### 3.0 QUALITY STANDARDS AND TOLERANCES

- 3.1 Rough carpentry work shall comply with the latest revised edition of the International Building Code.
- 3.2 Provide a work force that is sufficient in number for the quantity of work and time schedule. Workers shall be skilled, trained, experienced, and competent to do the work as specified.
- 3.3 Unless otherwise directed by the Architect, all work shall be as per building code and the Manual for Wood Frame Construction, American Forest and Paper Association (NFPA), National Design Specifications for Wood Construction of the NFPA, Plywood Specifications and Grade guide of the American Plywood Association.

#### 4.0 MATERIALS HANDLING AND STORAGE

- 4.1 Reject any delivered framing lumber that is not grade-stamped and certified by a bona fide grading agency. Identify framing lumber by grade and store each grade separately.
- 4.2 Do not accept or use lumber that deviates from grade standards or has excessive moisture content or other defects. Remove unstamped or defective lumber from the job site.
- 4.3 Handle lumber to avoid damage during transport, unloading, and moving on the job site. Handle chemically treated lumber strictly according to manufacturer's instructions.
- 4.4 Store framing lumber and wood panels to prevent damage and moisture absorption. Store metal connectors that are subject to damage in weathertight wrapping and in safe locations away from traffic or other sources of damage. Store chemically treated lumber outdoors until installation.

#### 5.0 MATERIALS

#### 5.1 FASTENERS, CONNECTORS, AND SUPPORTS

- 5.1.1 Use coated fasteners (Hot-dipped Galvanized) or Coated Deck Screws
- 5.1.2 Nails shall be hot-dipped galvanized nails as shown on nailing schedule. Follow all nail size requirements and nail spacings required by the governing building code.

- 5.1.3 Power-driven nailing: Comply with standards of the International Staple, Nail and Tool Association.
- 5.1.4 Machine bolts shall comply with ASTM A307. Lag bolts to comply with Federal Spec FF-N-1. Drill holes 1/16" larger than bolt diameters. Use washers under all nuts and bolt heads.
- 5.2 LUMBER
  - 5.2.1 Lumber shall bear the grade and trademark of the association under whose rules it is produced and a mark of mill identification and shall meet the requirements of the American Softwood Lumber Standard PS20 promulgated by the U.S. Department of Commerce.
  - 5.2.2 Lumber shall be No.2 KD Grande Southern Pine dressed material (S4S).
  - 5.2.3 Lumber shall be erected true to line, levels and dimensions, squared, aligned, plumbed, well spiked and nailed, and adequately anchored.
  - 5.2.4 Components of wood blocking assemblies shall be face nailed to each other with galvanized common nails at 12" o.c. staggered. Stagger board joints between layers a minimum of 2 feet.

END OF SECTION

**END OF DIVISION 06 - WOOD**

## SECTION 07 22 00

### ROOF INSULATION

#### GENERAL

#### 1.01 SUMMARY

- A. Work shall include, but is not limited to, the following:
  - 1. Preparation of existing Lightweight Insulating Concrete over Structural Concrete Tees roof deck and all flashing substrates.
  - 2. Insulation (reversed 1/16" Tapered fill to level off existing LWIC) then ¼" Tapered ISO to perimeter edge.
  - 3. ½" Cover-board
  - 4. All related materials and labor required to complete specified roofing necessary to receive specified manufacturer's warranty.

#### 1.02 RELATED SECTIONS

- A. Division 010000 – General Requirements
- B. Division 011000 – Summary of Work
- C. Division 071416 – Cold Fluid-Applied Waterproofing
- D. Division 075216 – Styrene-Butadiene-Styrene (SBS) Modified Bitumen Membrane Roofing
- E. Division 076200 – Sheet Metal Flashing and Trim

#### 1.03 DEFINITIONS

- A. ASTM D 1079-Definitions of Term Relating to Roofing and Waterproofing.
- B. The National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual, Fifth Edition Glossary.

#### 1.04 REFERENCES

- A. AMERICAN SOCIETY OF CIVIL ENGINEERS - Reference Document ASCE 7, Minimum Design Loads for Buildings and Other Structures.
- B. AMERICAN STANDARD OF TESTING METHODS (ASTM):
  - 1. ASTM C 726 - Standard Specification for Mineral Wool Roof Insulation Board.
  - 2. ASTM C 728 - Standard Specification for Perlite Thermal Insulation Board.
  - 3. ASTM C 1177/C 1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing.
  - 4. ASTM C 1278 - Standard Specification for Fiber-Reinforced Gypsum Panel.
  - 5. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Insulation Board.
  - 6. ASTM C 1325 – Standard Specification for Non-Asbestos Fiber-Mat Reinforced Cementitious Backer Units.
  - 7. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing,

- Damp proofing, and Waterproofing.
- C. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)::
    - 1. ANSI/SPRI FX-1, Standard Field Test Procedure for Determining the Withdrawal Resistance of Roofing Fasteners.
    - 2. ANSI/SPRI IA-1, Standard Field Test Procedure for Determining the Mechanical Uplift Resistance of Insulation Adhesives over Various Substrates.
    - 3. ANSI/FM 4474- American National Standard for Evaluating the Simulated Wind Resistance of Roof Assemblies Using Static Positive and/or Negative Differential Pressures.
  - D. CANADIAN GENERAL STANDARDS BOARD (CGSB):
    - 1. CGSB 37-GP 56M- Standard for: Modified Bituminous, Prefabricated, and Reinforced for Roofing.
  - E. FACTORY MUTUAL (FM):
    - 1. FM 4450 - Approval Standard - Class I Insulated Steel Roof Decks.
    - 2. FM 4470 - Approval Standard - Class I Roof Covers.
  - F. FLORIDA BUILDING CODE (FBC):
    - 1. 2021 Florida Building Code (FBC).
  - G. INTERNATIONAL CODES COUNCIL (ICC):
    - 1. 2021 International Building Code (IBC).
  - H. NATIONAL ROOFING CONTRACTORS' ASSOCIATION (NRCA).
  - I. UNDERWRITERS LABORATORY (UL):
    - 1. UL 790 Standard Test Methods for Fire Tests of Roof Coverings.
    - 2. UL 1256 – Fire Test of Roof Deck Constructions.

#### 1.05 ACTION SUBMITTALS

- A. Product Data Sheets: Submit manufacturer's product data sheets, installation instructions and/or general requirements for each component.
- B. Safety Data Sheets: Submit manufacturer's Safety Data Sheets (SDS) for each component.
- C. Sample/Specimen Warranty from the manufacturer and contractor.
- D. Shop Drawings: Provide roof plan and applicable roof system detail drawings.

#### 1.06 INFORMATIONAL SUBMITTALS

- A. Contractor Certification: Submit written certification from roofing system manufacturer certifying that the applicator is authorized by the manufacturer to install the specified materials and system.

#### 1.07 CLOSEOUT SUBMITTALS

- A. Warranty: Provide Facility Planning and Controls State of Louisiana 20 Year Warranty and contractor's warranties upon substantial completion of the roofing system.

#### 1.08 QUALITY ASSURANCE

- A. MANUFACTURER QUALIFICATIONS:
  - 1. Manufacture shall have 20 years of experience manufacturing roofing materials.

2. Trained Technical Field Representatives, employed by the manufacturer, independent of sales.
  3. Provide reports in a timely manner of all site visit reports.
  4. Provide specified warranty upon satisfactory project completion.
- B. CONTRACTOR QUALIFICATIONS:
1. Contractor shall be authorized by the manufacturer to install specified materials prior to the bidding period through satisfactory project completion.
  2. Applicators shall have completed projects of similar scope using same materials as specified herein.
  3. Contractor shall provide full time, on-site superintendent or foreman experienced with the specified roof system through satisfactory project completion.
  4. Applicators shall be skilled in the application methods for all materials.
  5. Contractor shall maintain a daily record, on-site, documenting material installation and related project conditions.
  6. Contractor shall maintain a copy of all submittal documents, on-site, available always for reference.

#### 1.09 DELIVERY, STORAGE AND HANDLING

- A. Refer to each product data sheet or other published literature for specific requirements.
- B. Deliver materials and store them in their unopened, original packaging, bearing the manufacturer's name, related standards, and any other specification or reference accepted as standard.
- C. Protect and store materials in a dry, well-vented, and weatherproof location. Only materials to be used the same day shall be removed from this location.
- D. When materials are to be stored outdoors, store away from standing water, stacked on raised pallets or dunnage, at least 4 in or more above ground level. Carefully cover storage with "breathable" tarpaulins to protect materials from precipitation and to prevent exposure to condensation.
- E. Properly dispose of all product wrappers, pallets, cardboard tubes, scrap, waste, and debris. All damaged materials shall be removed from job site and replaced with new, suitable materials.

#### 1.10 SITE CONDITIONS

- A. SAFETY:
1. The contractor shall be responsible for complying with all project-related safety and environmental requirements.
  2. Refer to NRCA CERTA recommendations, local codes and building owner's requirements for hot work operations.
  3. The contractor shall review project conditions and determine when and where conditions are appropriate to utilize the specified liquid-applied, or semi-solid roofing materials. When conditions are determined by the contractor to be unsafe or undesirable to proceed, measures shall be taken to prevent or eliminate the unsafe or undesirable exposures and conditions, or equivalent approved materials and methods shall be utilized to accommodate requirements and conditions.
  4. The contractor shall review project conditions and determine when and

where conditions are appropriate to utilize the specified hot asphalt-applied materials. When conditions are determined by the contractor to be unsafe or undesirable to proceed, measures shall be taken to prevent or eliminate the unsafe or undesirable exposures and conditions, or equivalent approved materials and methods shall be utilized to accommodate requirements and conditions.

5. The contractor shall refer to product Safety Data Sheets (SDS) for health, safety, and environment related hazards, and take all necessary measures and precautions to comply with exposure requirements.

**B. ENVIRONMENTAL CONDITIONS:**

1. Monitor substrate temperature and material temperature, as well as all environmental conditions such as ambient temperature, moisture, sun, cloud cover, wind, humidity, and shade. Ensure conditions are satisfactory to begin work and ensure conditions remain satisfactory during the installation of specified materials. Materials and methods shall be adjusted as necessary to accommodate varying project conditions. Materials shall not be installed when conditions are unacceptable to achieve the specified results.
2. Precipitation and dew point: Monitor weather to ensure the project environment is dry before, and will remain dry, during the application of roofing materials. Ensure all roofing materials and substrates remain above the dew point temperature as required to prevent condensation and maintain dry conditions.

**1.11 PERFORMANCE REQUIREMENTS**

**A. FIRE CLASSIFICATION:**

1. Roof construction performance testing shall be in accordance with UL 1256, FM 4450, or FM 4470 to meet the specified requirements for interior flame spread and fuel contribution.
  - a. Roof construction meets requirements of UL 1256, or FM Class 1.

**B. ROOF SLOPE:**

1. Finished roof slope shall be  $\frac{1}{4}$ -inch per foot minimum for roof drainage.

**PRODUCTS**

**1.12 MANUFACTURER**

**A. SINGLE SOURCE MANUFACTURER:** All roofing materials shall be provided by a single supplier with 20 years or more manufacturing history in the US.

1. Comply with the Manufacturer's requirements as necessary to provide the specified warranty.

**B. PRODUCT QUALITY ASSURANCE PROGRAM:** Manufacturer shall be an ISO 9001 registered company.

**C. ACCEPTABLE MANUFACTURER:**

1. Soprema
2. Siplast
3. Johns Manville
4. Prior approved equal acceptable to State of Louisiana

## 1.13 ROOFING SYSTEM

## 1.14 THERMAL INSULATION SYSTEM

### A. RIGID INSULATION

#### 1. POLYISOCYANURATE INSULATION:

- a. Tapered: Closed cell polyisocyanurate foam core bonded on each side to a glass fiber-reinforced felt facer, tapered to provide slope.
  - i Taper: [reversed 1/16 inch tapered fill with 1/4 inch tapered to get water to edge with 1/2 in Crickets per foot. Insulation, crickets, and saddles provided with taper as required for positive roof slope.
  - ii Dimensions: 4 x 4 ft boards
  - iii Meets or exceeds ASTM C1289, Type II, Class 1, Grade 2 (20 psi)
    - 1. Soprema Sopra ISO
    - 2. Siplast Paratherm
    - 3. Johns Manville Energy 3

### B. COVER-BOARD

#### 1. GYPSUM ROOF BOARD

- a. National Gypsum Company, DEXcell FA Glass Mat Roof Board:
  - i Gypsum core, glass fiber-faced, roof board:
  - ii Thickness: 1/2 in
  - iii Dimensions: 4 x 4 ft or 4 x 8 ft boards
  - iv Facer: Glass fiber.
  - v Meets or exceeds ASTM C1177/C1177M.
- b. Georgia Pacific Gypsum LLC, DensDeck Prime Roof Board:
  - i Gypsum core, glass fiber-faced, factory primed, roof Cover-board.
  - ii Thickness: 1/2 in
  - iii Dimensions: 4 x 4 ft or 4 x 8 ft] boards
  - iv Facer: Factory primed, glass fiber.
  - v Meets or exceeds ASTM C1177/C1177M.

### C. INSULATION CANT AND TAPERED STRIP (NO PERLITE)

#### 1. CANT STRIP, MODIFIED BITUMEN

- a. Modified bitumen cant strips for use with, asphalt, and heat-welded SBS modified bitumen.
  - i Length: 39.4 in sections.
  - ii Cross-section dimensions: Size as required for flashing conditions.

#### 2. CANT STRIP, RIGID MINERAL WOOL

- a. High density, mineral wool, bitumen coated cant strips.
  - i Length: 4 ft sections.
  - ii Cross-section dimensions: Size as required for flashing conditions.
  - iii Surface: Bitumen coated, sanded.
  - iv Meets or exceeds ASTM C726.
  - v

3. FIRE TREATED WOOD CANT STRIPS
  - a. Exterior fire-retardant pressure impregnated wood with spray color identifying coating with a flame spread index of 25 or less when tested in accordance with ASTM E8.
4. TAPERED EDGE STRIP AND BOARDS:
  - a. Only tapered polyisocyanurate edge strips to be used
    - i Dimensions: 0" to 1.5"
    - ii Meets or exceeds ASTM C1289 Type II Class 1, Grade 2.

D. INSULATION ADHESIVE

1. POLYURETHANE FOAM INSULATION ADHESIVE
  - a. Two-component, polyurethane foam insulation adhesive, applied in ribbons from cartridges or two-component bulk packaging with pump-driven delivery system.
    - i Ribbon size: 1/2 in to 3/4 in wide.
    - ii Ribbon spacing: As required to meet specified wind uplift resistance performance.
      - a) Field of Roof (Zone 1'): 12 in on-centers
      - b) Field of Roof (Zone 1): 12 in on-centers
      - c) Perimeter of Roof (Zone 2): 6 in on-centers
      - d) Corners of Roof (Zone 3): 4 in on-centers
    - iii 1. Soprema Duotack 365 /Duotack SPF HFO
    - iv 2. Siplast Parafast Adhesive bag in Box
    - v 3. Johns Manville JM Two Part Urethane Insulation Adhesive

1.15 ACCESSORIES

A. PRIMERS:

1. Asphalt cut-back primer. Primer for the preparation of substrates for asphalt applications.
  - a. Meets or exceeds ASTM D41
  - b. VOC content: 350 g/L or less.
    1. Soprema Elastocol 500 Primer
    2. Siplast PA 1125 Asphalt Primer
    3. Johns Manville Asphalt Primer

EXECUTION

1.16 EXAMINATION

- A. Examination includes visual observations, qualitative analysis, and quantitative testing measures as necessary to ensure conditions remain satisfactory throughout the project.
- B. Conduct qualitative insulation adhesive adhesion tests, or quantitative bonded pull tests as necessary to ensure satisfactory adhesion is achieved.
- C. The contractor shall examine all roofing substrates including, but not limited to: insulation materials, roof decks, walls, curbs, rooftop equipment, fixtures, and

wood blocking.

- D. The applicator shall not begin installation until conditions have been properly examined and determined to be clean, dry and, otherwise satisfactory to receive specified roofing materials.
- E. During the application of specified materials, the applicator shall continue to examine all project conditions to ensure conditions remain satisfactory to complete the specified roofing system.

#### 1.17 PREPARATION

- A. Before commencing work each day, the contractor shall prepare all roofing substrates to ensure conditions are satisfactory to proceed with the installation of specified roofing materials. Preparation of substrates includes, but is not limited to, substrate repairs, securement of substrates, eliminating all incompatible materials, and cleaning.
- B. Where conditions are found to be unsatisfactory, work shall not begin until conditions are made satisfactory to begin work. Commencing of work shall indicate contractor's acceptance of conditions.

#### 1.18 PRIMER APPLICATION

- A. Apply the appropriate specified primer to dry, compatible substrates as required to enhance adhesion of new specified roofing materials.
- B. Apply primer using brush, roller, or sprayer at the rate published on the product data sheet.
- C. Asphalt Primer: Apply primer to dry compatible masonry, metal, wood, and other required substrates before applying asphalt.
- D. Project conditions vary throughout the day. Monitor changing conditions, monitor the drying time of primers, and monitor the adhesion of the membrane plies. Adjust primer and membrane application methods as necessary to achieve the desired results.

#### 1.19 BASE SHEET FASTENER APPLICATION

- A. Fasten Vented Base Sheet to the LWIC deck using specified base sheet fasteners.
- B. Evenly distribute fasteners as required by manufacturer's published requirements.
- C. Fasten the insulation to meet the specified wind uplift resistance performance requirements and warranty requirements.
- D. Minimum base fastening requirement:
  - 1. Field of Roof (Zone 1'): 7" oc in lap with 2 rows 10" oc staggered
  - 2. Field of Roof (Zone 1): 7" oc in lap with 2 rows 10" oc staggered
  - 3. Perimeter of Roof (Zone 2): 8.5" oc in lap with 4 rows 8.5" oc Staggered
  - 4. Corners of Roof (Zone 3): 5.5" oc in lap with 4 rows 5.5" oc staggered

## 1.20 INSULATION ADHESIVE APPLICATION

1. Apply the specified two-component insulation adhesive to adhere Insulation Layers and Cover-board to the deck and insulation substrate(s).
2. Follow insulation adhesive product data sheets and published general requirements for installation requirements.
3. Apply insulation adhesive in uniform ribbons, 1/2 in to 3/4 in wide.
4. Immediately install insulation components into insulation adhesive and apply weight to ensure the materials maintain full contact with all ribbons for complete adhesion. Do not allow insulation adhesive to skin-over before placing the insulation materials into the adhesive.
5. Adhere the insulation system to meet the specified wind uplift resistance performance and specified warranty requirements.
6. Minimum insulation adhesive ribbon spacing:
  - a. Field of Roof (Zone 1'): 12 in on-centers.
  - b. Field of Roof (Zone 1): 12 in on-centers.
  - c. Perimeter of Roof (Zone 2): 6 in on-centers.
  - d. Corners of Roof (Zone 3): 4 in on-centers.

## 1.21 INSULATION SYSTEM APPLICATION

- A. Follow insulation system component product data sheets, published general requirements and, approvals.
- B. Install all insulation system components on clean, dry, uniform and, properly prepared substrates.
- C. All insulation system boards shall be carefully installed and fitted against adjoining sheets to form tight joints.
- D. Insulation system boards that must be cut to fit shall be saw-cut or knife-cut in a straight line, not broken. Chalk lines shall be used to cut insulation components. Uneven or broken edges shall not be accepted. Remove dust and debris that develops during cutting operations.
- E. Stagger successive layers of insulation 12 in vertically and laterally to ensure board joints do not coincide with joints from the layers above and below.
- F. Crickets, saddles, and tapered edge strips shall be installed before installing Cover-boards.
- G. Install tapered insulation, saddles and crickets as required to ensure positive slope for complete roof drainage.
- H. Cover-boards shall be installed to fit tight against adjacent boards. When required by the Cover-board manufacturer, a uniform gap shall be provided between Cover-boards using a uniform guide placed between board joints to form a gap between all boards during installation.
- I. The finished insulation system surface shall be tight to, and flush with, adjacent substrates to form a satisfactory substrate to install specified roof membrane and flashings.
- J. Install specified cants where required for membrane flashing transitions.

1.22 CLEAN-UP

- A. Clean-up and properly dispose of waste and debris resulting from these operations each day as required to prevent damages and disruptions to operations.

**END OF SECTION**

## SECTION 07 52 16

### STYRENE-BUTADIENE-STYRENE (SBS) MODIFIED BITUMINOUS MEMBRANE ROOFING

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Work shall include, but is not limited to, the following:
  - 1. Preparation of existing LWIC Over Structural Concrete Tee roof deck, and all flashing substrates.
  - 2. Vented Base Sheet mechanically fastened
  - 3. SBS-modified bitumen base ply (Cold-applied).
  - 4. SBS-modified bitumen cap sheet (Cold-applied).
  - 5. SBS-modified bitumen membrane flashings (Heat Welded/Torch).
  - 6. Liquid applied, reinforced flashings.
  - 7. Refer to related Sections for Insulation, Coverboard and Roof Edge Systems
  - 8. All related materials and labor required to complete specified roofing necessary to receive specified manufacturer's warranty.

##### 1.02 RELATED SECTIONS

- A. Division 010000 – General Requirements
- B. Division 011000 – Summary of Work
- C. Division 072200 – Roof Insulation
- D. Division 076200 – Sheet Metal Flashing and Trim

##### 1.03 DEFINITIONS

- A. ASTM D 1079-Definitions of Term Relating to Roofing and Waterproofing.
- B. The National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual, Fifth Edition Glossary.

##### 1.04 REFERENCES

- A. AMERICAN SOCIETY OF CIVIL ENGINEERS - Reference Document ASCE 7, Minimum Design Loads for Buildings and Other Structures.
- B. AMERICAN STANDARD OF TESTING METHODS (ASTM):
  - 1. ASTM C 836 - Standard Specification for High Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane for Use with Separate Wearing Course.
  - 2. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants

3. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Damp proofing, and Waterproofing.
  4. ASTM D 1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
  5. ASTM D 312- Standard Specification for Asphalt Used in Roofing.
  6. ASTM D 3746 - Standard Test Method for Impact Resistance of Bituminous Roofing System.
  7. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
  8. ASTM D 4897 - Standard Specification for Vented Base Sheet Used in Roofing.
  9. ASTM D 5147 - Standard Test Methods for Sampling and Testing Modified Bituminous Sheet Material.
  10. ASTM D 5849 - Standard Test Method for Evaluating Resistance of Modified Bituminous Roofing Membrane to Cyclic Fatigue (Joint Displacement)
  11. ASTM D 6163 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
  12. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.
  13. ASTM D 6298 - Standard Specification for Fiberglass Reinforced Styrene-Butadiene-Styrene (SBS) Modified Bituminous Sheets with a Factory Applied Metal Surface.
  14. ASTM D 7379 - Standard Test Methods for Strength of Modified Bitumen Sheet Material Laps Using Cold Process Adhesive.
  15. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.
  16. ASTM E 1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.
- C. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)::
1. ANSI/SPRI/FM 4435/ES-1 Wind Design Standard for Edge System Used with Low Slope Roofing System.
  2. ANSI/SPRI FX-1, Standard Field Test Procedure for Determining the Withdrawal Resistance of Roofing Fasteners.
  3. ANSI/SPRI IA-1, Standard Field Test Procedure for Determining the Mechanical Uplift Resistance of Insulation Adhesives over Various Substrates.
  4. ANSI/FM 4474- American National Standard for Evaluating the Simulated Wind Resistance of Roof Assemblies Using Static Positive and/or Negative Differential Pressures.
- D. FACTORY MUTUAL (FM):

1. FM 4450 - Approval Standard - Class I Insulated Steel Roof Decks.
  2. FM 4470 - Approval Standard - Class I Roof Covers.
- E. INTERNATIONAL CODES COUNCIL (ICC):
1. 2015 International Building Code (IBC).
- F. NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA).
1. UL 790 Standard Test Methods for Fire Tests of Roof Coverings.
  2. UL 1256 – Fire Test of Roof Deck Constructions.

#### 1.05 ACTION SUBMITTALS

- A. Product Data Sheets: Submit manufacturer's product data sheets, installation instructions and/or general requirements for each component.
- B. Safety Data Sheets: Submit manufacturer's Safety Data Sheets (SDS) for each component.
- C. Sample State of Louisiana Warranty from the manufacturer and contractor.
- D. Provide roof plan and representative detail drawings. Plan to show layout of fastening zones for the vented base sheet

#### 1.06 INFORMATIONAL SUBMITTALS

- A. Submit a proposed assembly letter from the roofing manufacturer indicating the contractor is an authorized applicator. Proposed assembly letter to list all of the roofing products from the deck up. This list should be comprised of all products which make up the total roof assembly. Include manufacturer and brand name.
- B. Assembly letter shall show wind uplift testing, fastening patterns, and UL Fire System number.
- C. Conferences to be held at the project site. Coordinate schedule with Architect and Owner. Refer to section 00 00 18a Pre-Construction Conference and section 00 00 19 Agenda for Roofing Conferences.
  1. Pre-Construction Conference/Preliminary Roofing Conference: Shortly after Contract Award and prior to start of roofing work.
  2. Pre Application Roofing Conference: Within one week of roofing application.
  3. Pre Closeout Conference: Just before the Roofing Contractor concludes his work at the project site.

#### 1.07 CLOSEOUT SUBMITTALS

- A. State of Louisiana Warranty/Contractor Warranty: Provide manufacturer's signed State of La warranty and contractor's warranties upon project completion.

#### 1.08 QUALITY ASSURANCE

- A. MANUFACTURER QUALIFICATIONS:
  - 1. Manufacturer shall have 20 years of manufacturing experience.
  - 2. Manufacturer shall have trained technical service representatives employed by the manufacturer, independent of sales.
  - 3. Manufacturer shall provide site visit reports in a timely manner.
- B. CONTRACTOR QUALIFICATIONS:
  - 1. Contractor shall be authorized by the manufacturer to install specified materials prior to the bidding period through satisfactory project completion.
  - 2. Applicators shall have completed projects of similar scope using same or similar materials specified.
  - 3. Contractor shall provide full time, on-site superintendent or foreman experienced with the specified roofing from beginning through satisfactory project completion.
  - 4. Applicators shall be skilled in the application methods for all materials.
  - 5. Contractor shall maintain a daily record, on-site, documenting material installation and related project conditions.
  - 6. Contractor shall maintain a copy of all submittal documents, on-site, available at all times for reference.

#### 1.09 DELIVERY, STORAGE AND HANDLING

- A. Refer to each product data sheet or other published literature for specific requirements.
- B. Deliver materials and store them in their unopened, original packaging, bearing the manufacturer's name, related standards, and any other specification or reference accepted as standard.
- C. Protect and store materials in a dry, well-vented, and weatherproof location. Only materials to be used the same day shall be removed from this location. During cold weather, store materials in a heated location, removed only as needed for immediate use.
- D. When materials are to be stored outdoors, store away from standing water, stacked on raised pallets or dunnage, at least 4 in or more above ground level. Carefully cover storage with "breathable" tarpaulins to protect materials from precipitation and to prevent exposure to condensation.
- E. Carefully store roof membrane materials delivered in rolls on-end with selvage edges up. Store and protect roll storage to prevent damage.
- F. Properly dispose of all product wrappers, pallets, cardboard tubes, scrap, waste, and debris. All damaged materials shall be removed from job site and replaced with new, suitable materials.

#### 1.10 SITE CONDITIONS

A. SAFETY:

1. The contractor shall be responsible for complying with all project-related safety and environmental requirements.
2. Heat-welding shall include heating the specified membrane ply using propane roof torches or electric hot-air welding equipment. The contractor shall determine when and where conditions are appropriate to utilize heat-welding equipment. When conditions are determined by the contractor to be unsafe to proceed, equivalent SBS-modified bitumen materials and methods shall be utilized to accommodate requirements and conditions.
3. Refer to NRCA CERTA recommendations, local codes and building owner's requirements for hot work operations.
4. The contractor shall review project conditions and determine when and where conditions are appropriate to utilize the specified liquid-applied, or semi-solid roofing materials. When conditions are determined by the contractor to be unsafe or undesirable to proceed, measures shall be taken to prevent or eliminate the unsafe or undesirable exposures and conditions, or equivalent approved materials and methods shall be utilized to accommodate requirements and conditions.
5. The contractor shall review project conditions and determine when and where conditions are appropriate to utilize the specified hot asphalt-applied materials. When conditions are determined by the contractor to be unsafe or undesirable to proceed, measures shall be taken to prevent or eliminate the unsafe or undesirable exposures and conditions, or equivalent approved materials and methods shall be utilized to accommodate requirements and conditions. .
6. The contractor shall refer to product Safety Data Sheets (SDS) for health, safety, and environment related hazards, and take all necessary measures and precautions to comply with exposure requirements.

B. ENVIRONMENTAL CONDITIONS:

1. Monitor substrate temperature and material temperature, as well as all environmental conditions such as ambient temperature, moisture, sun, cloud cover, wind, humidity, and shade. Ensure conditions are satisfactory to begin work and ensure conditions remain satisfactory during the installation of specified materials. Materials and methods shall be adjusted as necessary to accommodate varying project conditions. Materials shall not be installed when conditions are unacceptable to achieve the specified results.
2. Cold adhesive application: Primer, where used, shall be fully dry before proceeding. During cold weather, store the specified membrane adhesives, flashing cements and mastics in heated storage areas. Take all necessary measures and monitor application conditions, to ensure the

adhesive and cement materials are no less than 70°F (21°C) at the point of contact with the membrane.

3. Precipitation and dew point: Monitor weather to ensure the project environment is dry before, and will remain dry, during the application of roofing materials. Ensure all roofing materials and substrates remain above the dew point temperature as required to prevent condensation and maintain dry conditions.
4. Heat-Welding Application: Take all necessary precautions and measures to monitor conditions to ensure all environmental conditions are safe to proceed with the use of torches and hot-air welding equipment. Combustibles, flammable liquids and solvent vapors that represent a hazard shall be eliminated. Flammable primers and cleaners shall be fully dry before proceeding with heat-welding operations. Prevent or protect wood, paper, plastics and other such combustible materials from direct exposure to open flames from roof torches. Refer to NRCA CERTA recommendations.

#### 1.11 PERFORMANCE REQUIREMENTS

##### A. WIND UPLIFT RESISTANCE:

1. Performance testing shall be in accordance with ANSI/FM 4474, FM 4450, FM 4470, UL 580 or UL 1897.
  - a. Roof System Design Pressures: Calculated in accordance with ASCE 7, or applicable standard, for the specified roof system attachment requirements: (MINIMUM -45 REQUIRED)
    - i. Field of Roof (Zone 1): -37.1 psf.
    - ii. Perimeter of Roof (Zone 2): -48.8 psf.
    - iii. Corners of Roof (Zone 3): -66.5 psf.

##### B. FIRE CLASSIFICATION:

1. Performance testing shall be in accordance with UL 790, ASTM E108, FM 4450 or FM 4470 to meet the ¼":12 roof slope requirement.
  - a. Meets requirements of UL Class A or FM Class A.

##### C. ROOF SLOPE:

1. Finished roof slope for SBS modified bitumen surfaces shall be ¼ inch per foot (2 percent) minimum for roof drainage.

#### 1.12 WARRANTY

- A. State of Louisiana's 20 Year No Dollar Limit (NDL) Warranty signed by roofing manufacturer. The manufacturer shall provide the owner with the signed warranty providing labor and materials for 20 years from the date the warranty is issued.

- B. The contractor shall guarantee the workmanship and shall provide the owner with the contractor's warranty covering workmanship for a period of 2 years from completion date.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURER**

- A. **SINGLE SOURCE MANUFACTURER:** All SBS modified bitumen membrane and flashing sheets shall be manufactured by a single supplier in the US.
  - 1. Comply with the Manufacturer's requirements as necessary to provide the specified warranty.
- B. **PRODUCT QUALITY ASSURANCE PROGRAM:** Manufacturer shall be an ISO 9001 registered company. A 'Quality Compliance Certificate (QCC) for reporting/confirming the tested values of the SBS-Modified Bitumen Membrane Materials will be supplied upon request.
- C. **STATE OF LA ACCEPTABLE MANUFACTURERS:**
  - 1. Soprema (Sopralene 180 Sanded 2.2 Interply / Sopralene 180 GR FR Cap)
  - 2. Siplast (Paradiene 20 EG Interply / Paradiene 30 FR Cap)
  - 3. Johns Manville (Dynalastic 180 S Interply / DynaGlas FR Cap)
  - 4. Certainteed Commercial Roofing (Flintlastic Ultra Poly SMS/Flintlastic FR-P)
  - 5. Polyglass U.S.A. Inc. (Elastoflex V/Elastoflex S6G FR)
  - 6. U.S. Ply, Inc. ( Duraflex 190S SBS/Duraflex 190FR SBS)

### **2.02 ROOFING SYSTEM**

### **2.03 SBS-MODIFIED BITUMEN MEMBRANES**

- A. **VENTED BASE SHEET meeting ASTM D4897, MECHANICALLY FASTENED**
  - 1.
    - a. Sopra 4897
    - b. Irex 40
    - c. Ventsulation
- B. **BASE PLY:**
  - 1. **INTERPLY, COLD ADHESIVE APPLIED:**
    - a. Sopralene 180 Sanded 2.2
    - b. Paradiene 20 EG
    - c. Dynalastic 180 S
- C. **FLASHING BASE PLY:**

1. FLASHING BASE PLY, HEAT WELDED:
  - a. Sopralene Flam 180
  - b. Paradiene 20 EG TG
  - c. Dynaweld 180
  
- D. CAP SHEET:
  1. CAP SHEET, COLD APPLIED:
    - a. Sopralene 180 FR GR
    - b. Paradiene 30 FR
    - c. DynaGlas FR
  
- E. FLASHING CAP SHEET
  1. FLASHING CAP SHEET, HEAT-WELDED:
    - a. Sopralast 50 TV Alu
    - b. Veral Aluminum
    - c. DynaClad

## 2.04 ACCESSORIES

- A. COLD ADHESIVE
  - a. Soprema's Colply Adhesive
  - b. Siplast's PA-311 Adhesive
  - c. Johns Manville's MBR Cold Adhesive
  
- B. ASPHALT PRIMERS:
  - a. ELASTOCOL 500 Asphalt Primer
  - b. PA 1125 Asphalt Primer
  - c. JM Asphalt Primer
  
- C. GENERAL PURPOSE ROOFING CEMENT AND MASTIC
  1. Sopramastic
  2. SFT Cement
  3. MBR Utility Cement
  
- D. GENERAL PURPOSE SEALANT
  1. Sopramastic SP1
  2. PS209
  3. MBR Utility Sealant

- E. LIQUID-APPLIED REINFORCED FLASHING SYSTEM:
  - 1. Soprema: Alsan Flashing
  - 2. Siplast: Parapro
  - 3. Johna Manville: Permaflash
  
- F. MINERAL GRANULES:
  - 1. Soprema Granules
  - 2. Siplast Granules
  - 3. JM Granules
  
- G. WALKWAY PROTECTION:
  - 1. Soprema Soprawalk
  - 2. Siplast Paratread
  - 3. JM DynaTred
  
- H. BASE SHEET FASTENERS
  - 1. Soprema 1.8" Twinlok fasteners
  - 2. Siplast Parafast 1.8" Twin-lok
  - 3. Johns Manville 1.8" Ultralok Impact Fastener and plate

**PART 3 EXECUTION**

**3.04 EXAMINATION**

- B. Examination includes visual observations, qualitative analysis, and quantitative testing measures as necessary to ensure conditions remain satisfactory throughout the project.
- C. The contractor shall examine all roofing substrates including, but not limited to: insulation materials, roof decks, walls, curbs, rooftop equipment, fixtures, and wood blocking.
- D. The applicator shall not begin installation until conditions have been properly examined and determined to be clean, dry and, otherwise satisfactory to receive specified roofing materials.
- E. During the application of specified materials, the applicator shall continue to examine all project conditions to ensure conditions remain satisfactory to complete the specified roofing system.

**3.05 PREPARATION**

- B. Before commencing work each day, the contractor shall prepare all roofing substrates to ensure conditions are satisfactory to proceed with the installation of specified roofing materials. Preparation of substrates includes, but is not limited

to, substrate repairs, securement of substrates, eliminating all incompatible materials, and cleaning.

- C. Where conditions are found to be unsatisfactory, work shall not begin until conditions are made satisfactory to begin work. Commencing of work shall indicate contractor's acceptance of conditions.

### 3.06 PRIMER APPLICATION

- B. Examine all substrates, and conduct adhesion peel tests as necessary, to ensure satisfactory adhesion is achieved.
- C. Apply the appropriate specified primer to dry, compatible substrates as required to enhance adhesion of new specified roofing materials.
- D. Apply primer using brush, roller, or sprayer at the rate published on the product data sheet. Lightly prime for uniform coverage, do not apply heavy or thick coats of primer.
- E. Asphalt Primer: Apply primer to dry compatible masonry, metal, wood and other required substrates before applying asphalt and heat-welded membrane plies. Primer is optional for solvent based solvent-based SBS adhesives and cements. Refer to product data sheets.
- F. Project conditions vary throughout the day. Monitor changing conditions, monitor the drying time of primers, and monitor the adhesion of the membrane plies. Adjust primer and membrane application methods as necessary to achieve the desired results.

### 3.06 MEMBRANE ADHESIVE APPLICATION

- A. The ambient temperature shall be above 50°F (10°C), and the adhesive temperature shall be a minimum of 70°F (21°C) at the point of membrane application.
- B. To ensure the adhesive is applied at 70°F (21°C), during cold weather, drums and 5 gallon pails shall be stored in heated areas. Drums and 5 gallon pails exposed to cold temperature on the roof shall be provided with heaters when necessary to ensure the minimum application temperature is maintained.
- C. Priming substrates is optional when solvent-based membrane adhesives are used. Primer may be applied to reduce adhesive consumption rates for some absorptive substrates.
- D. Adhesive may be applied using a 3/16 – 3/8 inch notched squeegee, brush or spray equipment.
- E. Follow the adhesive product data sheet requirements for application rates.
- F. Apply a uniform application of membrane adhesive at the application rate published on the product data sheet.

- G. Apply 1-1/2 to 2 gallons per square between membrane plies. The application rate is 2 to 3 gallons per square or more over absorptive substrates and over granule surfaces. Refer to manufacturer's product data sheet, and adjust application rate based upon surface conditions.
- H. Install the SBS membrane ply before the adhesive begins to skin over. Once adhesive skins over, the membrane ply will not adhere.
- I. NOTE CONTRACTOR TO HEAT WELD ALL LAPS OF MEMBRANE.

### 3.07 MECHANICALLY FASTENED VENTED BASE SHEET APPLICATION

- B. Follow material product data sheets and published general requirements for installation instructions.
- C. Ensure environmental conditions are satisfactory, and will remain satisfactory, during the application.
- D. Unroll the sheet onto the roof surface and allow time to relax prior to installing the fasteners.
- E. Starting at the low point of the roof, lay out the membrane to ensure the plies are installed perpendicular to the roof slope, shingled to prevent back-water laps.
- F. Cut sheet to working lengths and widths as required, conforming to rooftop conditions.
- G. Align sheet at side-laps to produce a consistent overlap required for wind uplift resistance approvals.
- H. As uniform tension is being applied, fasten the sheet beginning at the center of the sheet and work towards the end-laps, removing all wrinkles and buckles as fastening progresses.
- I. Install specified fasteners along the center line of side-laps, and intermediate rows staggered between side-laps, and fasten all end-laps.
- J. Fasten sheet as required for specified wind uplift resistance. Install additional fasteners in roof perimeter and corners as specified.

### 3.08 HEAT WELDING

- B. The Contractor is responsible for project safety. Where conditions are deemed unsafe to use open flames, manufacturer's alternate membrane application methods shall be used to install SBS modified bitumen membrane and flashings. Acceptable alternate installation methods include cold adhesive-applied membranes. Hot-air welding equipment may be used in lieu of roof torches to seal membrane side and end laps where heat welding the laps is necessary. Refer to NRCA CERTA, local codes and building owner's requirements for hot work operations.
- C. Single or multi-nozzle, hand-held propane roof torches shall be used to install heat-welded membrane and flashing plies.

### 3.09 SBS MASTIC AND GENERAL PURPOSE ROOFING CEMENT APPLICATION

- B. Apply general purpose SBS mastic and roofing cement to seal drain leads, metal flanges, seal along membrane edge at terminations, and where specified and required in detail drawings.
- C. Do not use general purpose SBS mastics and roofing cement where flashing cement applications are required. Do not use SBS mastics and roofing cement beneath SBS-modified bitumen membrane and flashing plies.
- D. Apply general purpose SBS mastic and elastic roofing cement using caulk gun, or notched trowel at 2.0 – 2.5 gallons per square on each surface. Application rates vary based on substrate porosity and roughness. Tool-in as necessary to seal laps
- E. Embed matching granules into wet cement where exposed.

### 3.10 FLASHING APPLICATION, HEAT WELDED

- B. Refer to SBS manufacturer's membrane application instructions, flashing detail drawings, and follow product data sheets and other published requirements for installation instructions. Refer to manufacturer's membrane flashing detail drawings.
- C. The contractor is responsible for project safety. Refer to NRCA CERTA recommendations and building owner requirements for hot work operations.
- D. Where required to seal substrates for fire safety, install specified adhered, self-adhered or fastened backer ply to the substrate. Ensure backer-ply covers and seals all substrates requiring protection from exposure to torch operations.
- E. Ensure all flashing substrates that require primer are primed, and the primer is fully dry.
- F. Unroll the flashing base ply and flashing cap sheet onto the roof surface to their complete length. Once relaxed, cut the membrane to the required working lengths to accommodate the flashing height, cants and the required over-lap onto the horizontal roof surface.
- G. Cut the flashing membrane from the end of the roll in order to always install flashings to the side-lap line or selvage edge line.
- H. Lay out the flashing base ply and flashing Cap Sheet to offset all side-laps a minimum of 12 inches so that side-laps are never aligned on top of the ply beneath. Shingle the flashing ply laps to prevent back-water laps.
- I. Install non-combustible cant strips at transitions where required.
- J. Ensure correct membrane and flashing sequencing to achieve redundant, multiply, watertight flashings.
- K. ROOF MEMBRANE BASE PLY:
  - 1. Before installing flashings, install the roof membrane base ply in the horizontal field of the roof, and extend the base ply up to the top of the cant, where present, at roof terminations, transitions and penetrations.
- L. FLASHING BASE PLY:

1. Install the flashing base ply starting at the top leading edge of the vertical flashing substrate, down over the cant and onto the horizontal surface of the roof a minimum of 3 inches beyond the base of the cant onto the roof. Cut the base ply at corners to form 3 inch side-laps. Install gussets to seal corner transitions.
  2. Install one or more flashing base ply(s) at all roof terminations, transitions and penetrations.
- M. ROOF MEMBRANE CAP SHEET:
1. Install the roof membrane Cap Sheet in the horizontal field of the roof over the flashing base ply up to the roof termination, transition or penetration, and up to the top of cants where present.
  2. Using a chalk line, mark a line on the membrane cap sheet a minimum of 4 inches from the base of the cant onto the roof. Where granules are present, embed the cap sheet granules using a torch and trowel or granule embedder to prepare the surface to receive the flashing cap sheet.
- N. FLASHING CAP SHEET:
1. Install the flashing Cap Sheet starting at the top leading edge on the vertical substrate, over the cant and onto the roof surface 4 inches from the base of the cant onto the roof.
  2. Install the flashing Cap Sheet to ensure a minimum two (2) ply flashing system is present at all roof terminations, transitions and penetrations.
- O. During the membrane and flashing installation, ensure all plies are completely adhered into place, with no bridging, voids or openings. Ensure bitumen or flashing cement bleed-out is present at all flashing side and end-laps.
- P. Use a damp sponge float or damp rag to press-in the heat-welded flashing plies during installation.
- Q. Where sufficient bitumen bleed-out is not present, and for all self-adhered plies, apply specified gun-grade sealant or mastic to seal the membrane termination along all roof terminations, transitions and penetrations. These include gravel stop edge metal, pipe penetrations, along the top edge of curb and wall flashing, and all other flashing terminations where necessary to seal flashings watertight.
- R. Fasten the top leading edge of the flashing 8 in on-centers with appropriate 1 in metal cap nails or other specified fasteners and plates. Seal fastener penetrations watertight using specified sealant or mastic.
- S. Manufacturer's liquid-applied, reinforced flashing systems shall be installed where conditions are not favorable to install SBS modified bitumen flashings. Such conditions include irregular shapes penetrating roof surfaces (I-beams), confined areas and low flashing heights. Manufacturer's liquid-applied, reinforced flashing systems are recommended in lieu of pitch pans and lead pipe flashings.
- T. Foot traffic must be minimized after installing plies with Cold-Adhesive per Manufactures Specifications.

### 3.11 LIQUID-APPLIED, SINGLE-COMPONENT, BITUMEN-URETHANE FLASHING SYSTEM APPLICATION:

- B. Refer to manufacturer's details drawings, product data sheets and published general requirements for application rates and specific installation instructions
- C. Pre-cut polyester reinforcing fleece to conform to roof terminations, transitions and penetrations being flashed. Ensure a minimum 2 in overlap of fleece at side and end-laps. Ensure the completed liquid-applied flashing membrane is fully reinforced.
- D. Apply the base coat of liquid-applied flashing resin onto the substrate using a brush or roller, working the material into the surface for complete coverage and full adhesion at 2.0 gallons per square.
- E. Immediately apply the reinforcing into the wet base coat of resin. Using a brush or roller, work the into the wet resin while applying the second coat of resin to completely encapsulate the fleece at 2.0 gallons per square, and extend the liquid resin 1 inch beyond the fleece.
- F. Apply a finish coat of resin at 2.0 gallons per square within 2-3 hours. When applying the finish coat more than 24 hours, the surface may need to be cleaned using acetone or MEK to ensure satisfactory adhesion.
- G. Broadcast mineral granules into the wet finish coat as required to match the adjacent cap sheet.

### 3.12 LIQUID-APPLIED, PMMA MEMBRANE, PROTECTION AREA AND FLASHING SYSTEM APPLICATION

- B. Refer to manufacturer's details drawings, product data sheets and published general requirements for application rates and specific installation instructions.
- C. Pre-cut polyester reinforcing fleece to conform to roof terminations, transitions and penetrations being flashed. Ensure a minimum 2 in overlap of fleece at side and end-laps. Ensure the completed liquid-applied flashing membrane is fully reinforced.
- D. Apply the base coat of catalyzed resin onto the substrate using a brush or roller, working the material into the surface for complete coverage and full adhesion.
- E. Immediately apply the reinforcing into the wet base coat of resin. Using a brush or roller, work the reinforcing fabric into the wet resin while applying the second coat of catalyzed resin to completely encapsulate the fleece.
- F. Refer to reinforced, polymethyl-methacrylate (PMMA) specification section and application instructions, details drawings, product data sheets and published general requirements for installation instructions.

### 3.13 WALKWAYS

- B. At areas outlined on the drawings, and around the perimeter of all rooftop equipment and at all door and stair landings, install walkway protection.
- C. Cut walkway from end of rolls. No piece shall be less than 24 in.
- D. Spot adhere walkway protection with general purpose sealant or heat welding.
- E. Provide a 2 in space between sheets for drainage.

#### 3.14 CLEAN-UP

- B. Clean-up and properly dispose of waste and debris resulting from these operations each day as required to prevent damages and disruptions to operations.

END OF SECTION

## SECTION 07 62 00

### SHEET METAL FLASHING AND TRIM

#### **PART 1 GENERAL**

##### 1.01 SUMMARY

- A. Work shall include, but is not limited to, the following:
  - 1. Preparation of existing substrates.
  - 2. Sheet metal flashings.
  - 3. All related materials and labor required to complete specified roofing necessary to receive specified manufacturer's warranty.
  - 4. Replace existing sheet metal trim, etc., with new prefinished 24-gauge steel sheet metal components, (Kynar 500, Hylar 5000, or Equal finish; 20-year finish warranty and 22-gauge galvanized cleats. Replace existing metal counter flashing with new stainless-steel sheet metal counter flashing. Replace existing plumbing vent pipe flashing with new liquid applied flashing. Furnish and install new flashing at existing scuppers.

##### 1.02 RELATED SECTIONS

- A. Division 01100 – Summary of Work
- B. Division 07200 – Roof Insulation
- C. Division 07500 – Styrene-Butadiene-Styrene (SBS) Modified Bituminous Membrane Roofing

##### 1.03 DEFINITIONS

- A. ASTM D 1079-Definitions of Term Relating to Roofing, Waterproofing and Waterproofing.
- B. The National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual, Fifth Edition Glossary.

##### 1.04 REFERENCES

- A. AMERICAN SOCIETY OF CIVIL ENGINEERS - Reference Document ASCE 7, Minimum Design Loads for Buildings and Other Structures.
- B. AMERICAN STANDARD OF TESTING METHODS (ASTM):
  - 1. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants
  - 2. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Damp proofing, and Waterproofing.
  - 3. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.

- C. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)::
  1. ANSI/SPRI/FM 4435/ES-1 Wind Design Standard for Edge System Used with Low Slope Roofing System.
  2. ANSI/SPRI FX-1, Standard Field Test Procedure for Determining the Withdrawal Resistance of Roofing Fasteners.
- D. FLORIDA BUILDING CODE (FBC):
  1. 20XX Florida Building Code (FBC).
- E. INTERNATIONAL CODES COUNCIL (ICC):
  1. 20XX International Building Code (IBC).
- F. NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA) Roofing and Waterproofing Manual.
- G. SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION INC. (SMACNA) Architectural Sheet Metal Manual.

#### 1.05 ACTION SUBMITTALS

- A. Product Data Sheets: Submit manufacturer's product data sheets, installation instructions and/or general requirements for each component.
- B. Safety Data Sheets: Submit manufacturer's Safety Data Sheets (SDS) for each component.
- C. Sample/Specimen Warranty from the manufacturer and contractor.
- D. Shop Drawings: Provide roof plan and applicable roof system detail drawings.  
,Warranty- manufacturer's 20-year pre-finished metal warranty from date of acceptance.

#### 1.06 INFORMATIONAL SUBMITTALS

- A. Contractor Certification: Submit written certification from roofing system manufacturer certifying that the applicator is authorized by the manufacturer to install the specified materials and system.

#### 1.07 CLOSEOUT SUBMITTALS

- A. Warranty: Provide manufacturer's and contractor's warranties upon date of acceptance of the roofing system.

#### 1.08 QUALITY ASSURANCE

- A. MANUFACTURER QUALIFICATIONS:
  1. Manufacture shall have 20 years of experience manufacturing roofing materials.
  2. Trained Technical Field Representatives, employed by the manufacturer, independent of sales.
  3. Provide reports in a timely manner of all site visit reports.
  4. Provide specified warranty upon satisfactory project completion.

- B. CONTRACTOR QUALIFICATIONS:**
1. Contractor shall be authorized by the manufacturer to install specified materials prior to the bidding period through satisfactory project completion.
  2. Applicators shall have completed projects of similar scope using same materials as specified herein.
  3. Contractor shall provide full time, on-site superintendent or foreman experienced with the specified roof system through satisfactory project completion.
  4. Applicators shall be skilled in the application methods for all materials.
  5. Contractor shall maintain a daily record, on-site, documenting material installation and related project conditions.
  6. Contractor shall maintain a copy of all submittal documents, on-site, available at all times for reference.

#### 1.09 DELIVERY, STORAGE AND HANDLING

- A.** Refer to each product data sheet or other published literature for specific requirements.
- B.** Deliver materials and store them in their unopened, original packaging, bearing the manufacturer's name, related standards, and any other specification or reference accepted as standard.
- C.** Protect and store materials in a dry, well-vented, and weatherproof location. Only materials to be used the same day shall be removed from this location.
- D.** When materials are to be stored outdoors, store away from standing water, stacked on raised pallets or dunnage, at least 4 in or more above ground level. Carefully cover storage with “breathable” tarpaulins to protect materials from precipitation and to prevent exposure to condensation.
- E.** Properly dispose of all product wrappers, pallets, cardboard tubes, scrap, waste, and debris. All damaged materials shall be removed from job site and replaced with new, suitable materials.

#### 1.10 SITE CONDITIONS

- A. SAFETY:**
1. The contractor shall be responsible for complying with all project-related safety and environmental requirements.
  2. The contractor shall refer to product Material Safety Data Sheets (MDS) for health, safety, and environment related hazards, and take all necessary measures and precautions to comply with exposure requirements.
- B. ENVIRONMENTAL CONDITIONS:**
1. Monitor substrate temperature and material temperature, as well as all environmental conditions such as ambient temperature, moisture, sun, cloud cover, wind, humidity, and shade. Ensure conditions are satisfactory to begin work and ensure conditions remain satisfactory during the installation of specified materials.

Materials and methods shall be adjusted as necessary to accommodate varying project conditions. Materials shall not be installed when conditions are unacceptable to achieve the specified results.

2. Precipitation and dew point: Monitor weather to ensure the project environment is dry before, and will remain dry, during the application of roofing materials. Ensure all roofing materials and substrates remain above the dew point temperature as required to prevent condensation and maintain dry conditions.

## 1.11 PERFORMANCE REQUIREMENTS

### A. ROOF EDGE SYSTEM:

1. All edge metals shall be designed and installed for wind loads in accordance with Chapter 16 IBC 2021 and tested for resistance in accordance with test methods RE-1 thru 3 of ANSI/SPRI/FM 4435/ES-1, except basic wind speed, V, shall be determined from Figures 1609.3(1) thru 1609.3 (12) as applicable.

## PART 2 PRODUCTS

### 2.01 MANUFACTURER

#### A. ACCEPTABLE MANUFACTURER:

1. Petersen Aluminum Corporation
2. Fabral
3. Berridge

B. Contractor shall furnish all sheet metal flashings, counter flashings, roof edge system, and all other related sheet metal flashings, fasteners and sealants necessary to flash and counter flash the specified roofing system at all roof terminations, transitions and penetrations.

C. Sheet metal flashing materials and fasteners shall be compatible with adjacent materials, to accommodate all project related exposures.

D. Sheet Metal Flashing Material: Galvanized Steel with Kynar 500, Hylar 5000 or Equal Finish.

### 2.02 SHEET METAL FLASHING

#### A. SHEET METAL:

1. REGLET AND FLASHING: Formed metal counterflashing metal.
  - a. Material: Stainless Steel
  - b. Gauge/Thickness: 24 gauge

B. FASTENERS: As required to meet ES-1 requirements

1. #9 Stainless Steel Screw w/ Neoprene Washer

- a. Length as required.
- 2. #12 Galvanized Self-Drilling Screw:
  - a. Length as required.
- 3. Stainless Steel Ring Shank Nails:
  - a. Length as required.
- 4. 3/16" Tapcon Screws:
  - a. Length as required.
- 5. Flat Head Screw w/ Extruded Washer:
  - a. Length as require. d.
- 6. Rivets: stainless steel

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Examination includes visual observations, qualitative analysis, and quantitative testing measures as necessary to ensure conditions remain satisfactory throughout the project.
- B. The contractor shall examine all roofing substrates including, but not limited to: insulation materials, roof decks, walls, curbs, rooftop equipment, fixtures, and wood blocking.
- C. The applicator shall not begin installation until conditions have been properly examined and determined to be clean, dry and, otherwise satisfactory to receive specified roofing materials.
- D. During the application of specified materials, the applicator shall continue to examine all project conditions to ensure conditions remain satisfactory to complete the specified roofing system.

#### **3.02 PREPARATION**

- A. Before commencing work each day, the contractor shall prepare all roofing substrates to ensure conditions are satisfactory to proceed with the installation of specified roofing materials. Preparation of substrates includes, but is not limited to, substrate repairs, securement of substrates, eliminating all incompatible materials, and cleaning.
- B. Where conditions are found to be unsatisfactory, work shall not begin until conditions are made satisfactory to begin work. Commencing of work shall indicate contractor's acceptance of conditions.

#### **3.03 SHEET METAL FLASHING APPLICATION**

- A. Refer to manufacturer's sheet metal flashing and roof edge system detail drawings, and follow product data sheets and published general requirements for installation instructions.
- B. General Requirements:

1. Follow the most recent edition of the SMACNA Architectural Sheet Metal Manual for fabrication and installation requirements.
  2. Follow the most recent edition of the NRCA Roofing and Waterproofing Manual for fabrication and installation requirements for specified roofing and flashing.
- C. Isolate all metal components from ACQ treated wood or other incompatibles material using specified membrane flashing materials.
- D. Appliances such as lightning rods, signs, or antennae shall be separate from the roof edge system.

#### 3.04 CLEAN-UP

- A. Clean-up and properly dispose of waste and debris resulting from these operations each day as required to prevent damages and disruptions to operations.
- B. No touch up paint of any kind on prefinished metal. If marred, scratched, dented, bent, rust (such as non-daily removal of metal cut shavings, etc.) replace item.

END OF SECTION

## SECTION 07 92 00

### JOINT SEALERS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Joint backup materials.
  - 2. Joint sealers.
- B. Related Sections:
  - 1. Division 01: Administrative, procedural, and temporary work requirements.

##### 1.2 REFERENCES

- A. ASTM International (ASTM):
  - 1. C510 - Standard Test Method for Staining and Color Change of Single- or Multicomponent Joint Sealants.
  - 2. C719 - Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement (Hockman Cycle).
  - 3. C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants.
  - 4. C834 - Standard Specification for Latex Sealing Compounds.
  - 5. C919 - Standard Practice for Use of Sealants in Acoustical Applications.
  - 6. C920 - Standard Specification for Elastomeric Joint Sealants.
  - 7. C1193 - Standard Guide for Use of Joint Sealants.
  - 8. C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants.
  - 9. C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants.
  - 10. D2203 - Standard Test Method for Staining from Sealants.

##### 1.3 SUBMITTALS

- A. Submittals for Review:
  - 1. Product Data: Indicate sealers, primers, backup materials, bond breakers, and accessories proposed for use.
  - 2. Samples:
    - a. 1/2 x 1/2 x 3 inch long joint sealer samples showing available colors.
    - b. 6 inch long joint backup material samples.
  - 3. Warranty: Sample warranty form.
- B. Sustainable Design Submittals:
  - 1. Regional Materials.
  - 2. Low-Emitting Materials.

##### 1.4 QUALITY ASSURANCE

- A. Applicator Qualifications: Minimum 5 years documented experience in work of this Section.
- B. Maximum Volatile Organic Compound (VOC) Content; interior sealers and accessories:
  - 1. Sealants: 250 grams per liter.
  - 2. Primers for non-porous substrates: 250 grams per liter.
  - 3. Primers for porous substrates: 775 grams per liter.
- C. Laboratory Pre-Construction Testing:

1. Obtain representative samples of actual substrate materials.
  2. Test sealers and accessories for following:
    - a. Adhesion: Test to ASTM C794 and ASTM C719; determine surface preparation and required primer.
    - b. Compatibility: Test to ASTM C1087; determine that materials in contact with sealers do not adversely affect sealant materials or sealant color.
    - c. Staining: Test to ASTM D2203, ASTM C510, or ASTM C1248; determine that sealants will not stain joint substrates.
    - d. Pre-construction testing is not required when sealant manufacturer furnishes data acceptable to Architect based on previous testing for materials matching those of this Project.
- D. Field Pre-Construction Testing: Test each joint sealer and joint substrate before beginning work of this Section:
1. Install sealers in mockups using joint preparation methods and materials recommended by sealer manufacturer.
  2. Install field-test joints in inconspicuous location as directed by Architect.
  3. Test sealers using manufacturer's standard field adhesion test; verify joint preparation and primer required to obtain optimum adhesion of sealants to joint substrate.
  4. When test indicates sealant adhesion failure, modify joint preparation, primer, or both and retest until joint passes sealant adhesion test.

## 1.5 PROJECT CONDITIONS

- A. Do not apply sealers at temperatures below 40 degrees F unless approved by sealer manufacturer.

## 1.6 WARRANTIES

- A. The sealant guarantee shall be a 10-year from the date of acceptance of the project material and labor guarantee/warranty, furnished by the manufacturer of the materials. The contractor shall be a certified contractor approved by the waterproofing material manufacturer, to conduct necessary testing and inspections as required by the waterproofing material manufacturer to obtain said guarantee. The guarantee shall not require the Owner's signature to be effective, shall not be DL/pro-rated, not state the manufacture will not honor the warranty until the waterproofing contractor, the supplier, and/or the manufacturer have been paid in full. The sample form of the guarantee shall be delivered to the Owner and said guarantee shall be approved by the Owner prior to any ordering of materials. The manufacturer's labor and material guarantee shall guarantee, at the manufacturer's own cost and expense, to make or cause to be made such re-applications of, and to correct any and all faulty installations/applications.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Silicone sealant: materials shall be one of the following or an approved equal by the Architect.
1. Dow Corning Corp. 790 ([www.dowcorning.com](http://www.dowcorning.com))
  2. Pecora Corp. 890 ([www.pecora.com](http://www.pecora.com))
- B. Polyurethane sealant: materials shall be one of the following or an approved equal by the Architect.
1. Pecora Corp. Urexpan NR20I ([www.pecora.com](http://www.pecora.com))
  2. Tremco, Inc. Tremflex SIL ([www.tremcosealants.com](http://www.tremcosealants.com))

### 2.2 ACCESSORIES

- A. Primers, Bond breakers, and Solvents: As recommended by sealer manufacturer.

- B. Joint Backing:
  - 1. ASTM C1330, closed cell polyethylene foam, preformed round joint filler, non absorbing, non staining, resilient, compatible with sealer and primer, recommended by sealer manufacturer for each sealer type.
  - 2. Size: Minimum 1.25 times joint width.

## **PART 3 EXECUTION**

### **3.1 PREPARATION**

- A. Remove loose and foreign matter that could impair adhesion. If surface has been subject to chemical contamination, contact sealer manufacturer for recommendation.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Protect adjacent surfaces with masking tape or protective coverings.
- D. Sealer Dimensions:
  - 1. Minimum joint size: 1/4 x 1/4 inch.
  - 2. Joints 1/4 to 1/2 inch wide: Depth equal to width.
  - 3. Joints over 1/2 inch wide: Depth equal to one half of width.

### **3.2 APPLICATION**

- A. Apply products in accordance with manufacturer's instructions.
- B. Install sealers and accessories in accordance with ASTM C1193.
- C. Install acoustical sealers and accessories in accordance with ASTM C919.
- D. Install joint backing to maintain required sealer dimensions. Compress backing approximately 25 percent without puncturing skin. Do not twist or stretch.
- E. Use bond breaker tape where joint backing is not installed.
- F. Fill joints full without air pockets, embedded materials, ridges, and sags.
- G. Tool sealer to smooth profile.
- H. Apply sealer within manufacturer's recommended temperature range.

### **3.3 CLEANING**

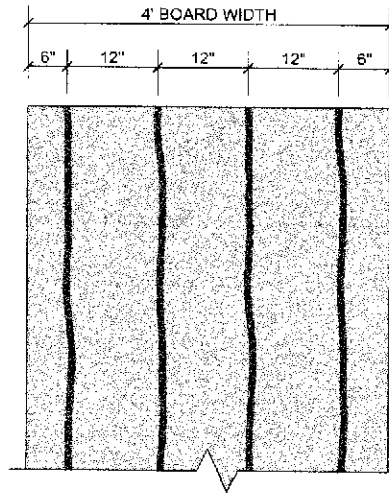
- A. Remove masking tape and protective coverings after sealer has cured.
- B. Clean adjacent surfaces.

END OF SECTION

**ZONE 1**

**FIELD (12" O.C.)**

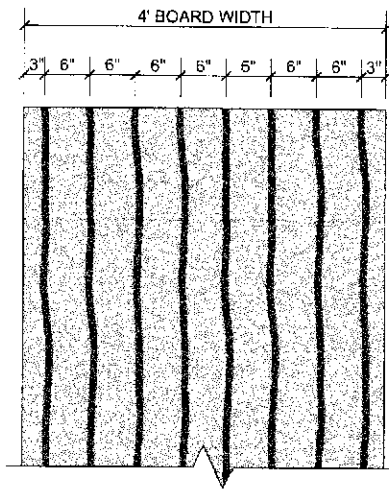
- PARALLEL RIBBONS AT 12" O.C.
- REFER TO INSULATION ADHESIVE PRODUCT DATA SHEET FOR RIBBON WIDTH



**ZONE 2**

**PERIMETER  
PRESCRIPTIVE ENHANCEMENT**

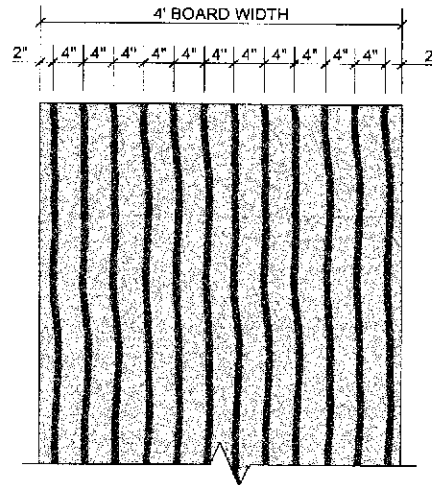
- PARALLEL RIBBONS AT 6" O.C.
- REFER TO INSULATION ADHESIVE PRODUCT DATA SHEET FOR RIBBON WIDTH



**ZONE 3**

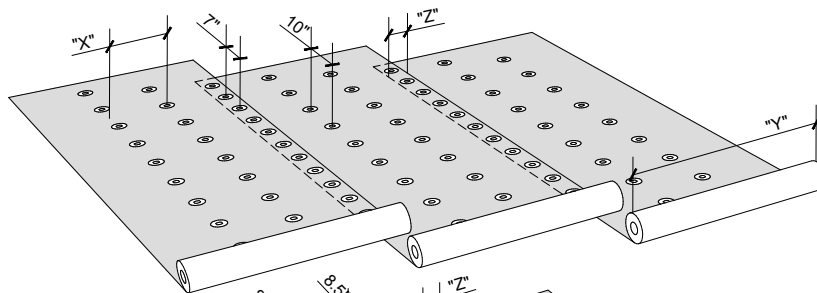
**CORNER  
PRESCRIPTIVE ENHANCEMENT**

- PARALLEL RIBBONS AT 4" O.C.
- REFER TO INSULATION ADHESIVE PRODUCT DATA SHEET FOR RIBBON WIDTH



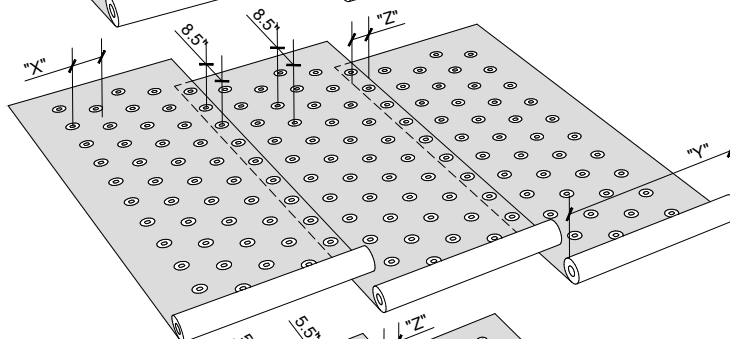
**12" O.C. RIBBON ADHESIVE PATTERN**

	PROJECT:	NO.:		REVISION:	DATE:
	TITLE:	DATE: 9.24.2018			
		SCALE: NTS			



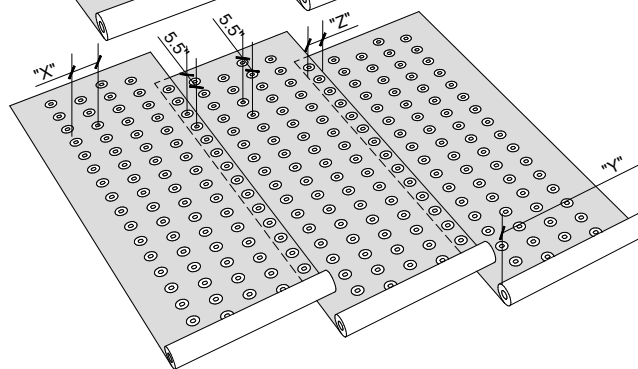
**ZONE 1**

- ONE (1) ROW AT SIDE LAPS SPACED 7" O.C.
- TWO (2) EQUALLY SPACED INTERMEDIATE ROWS SPACED 10" O.C. AND STAGGERED



**ZONE 2**

- NOMINAL 70% INCREASE
- ONE (1) ROW AT SIDE LAPS SPACED 8.5" O.C.
- FOUR (4) EQUALLY SPACED INTERMEDIATE ROWS SPACED 8.5" O.C. AND STAGGERED
- PRIME PLATES



**ZONE 3**

- NOMINAL 160% INCREASE
- ONE (1) ROW AT SIDE LAPS SPACED 5.5" O.C.
- FOUR (4) EQUALLY SPACED INTERMEDIATE ROWS SPACED 5.5" O.C. AND STAGGERED
- PRIME PLATES

Roll Width (Y)	Lap Width (Z)	Zone	Pattern	Row Spacing (X)	Fasteners Per Square
36in (0.9m)	2in	1	7,10,10	11.33in	145
		2	8.5,8.5,8.5,8.5,8.5	6.8in	249
		3	5.5,5.5,5.5,5.5,5.5	6.8in	385
36in (0.9m)	3in	1	7,10,10	11in	150
		2	8.5,8.5,8.5,8.5,8.5	6.6in	257
		3	5.5,5.5,5.5,5.5,5.5	6.6in	397
36in (0.9m)	4in	1	7,10,10	10.67in	154
		2	8.5,8.5,8.5,8.5,8.5	6.4in	265
		3	5.5,5.5,5.5,5.5,5.5	6.4in	409
39in (1m)	3in	1	7,10,10	12in	137
		2	8.5,8.5,8.5,8.5,8.5	7.2in	235
		3	5.5,5.5,5.5,5.5,5.5	7.2in	364
39in (1m)	4in	1	7,10,10	11.67in	141
		2	8.5,8.5,8.5,8.5,8.5	7in	242
		3	5.5,5.5,5.5,5.5,5.5	7in	374

**BASE SHEET FASTENING PATTERN**

	PROJECT:	NO.:	REVISION:	DATE:	
	TITLE:				
		DATE: 2.18.2020			
		SCALE: NTS			

**ROOFING GUARANTEE R-1**  
(Roofing Contractor is Sub to G.C.)

**OWNER:** STATE OF LOUISIANA

**ADDRESS:** OFFICE OF FACILITY PLANNING AND CONTROL  
POST OFFICE BOX 94095 CAPITOL STATION  
BATON ROUGE, LOUISIANA 70804-9095

WHEREAS \_\_\_\_\_

Address \_\_\_\_\_

Telephone (\_\_\_\_)\_\_\_\_\_ Email \_\_\_\_\_

herein called the "Roofing Contractor", has performed roofing and flashing in accordance with the Contract Documents for Project No. & WBS \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the "Work") under a

Subcontract with \_\_\_\_\_

General Contractor on the Following Project: \_\_\_\_\_

Name of Project: \_\_\_\_\_

User Agency: \_\_\_\_\_

Location/Address: \_\_\_\_\_

Name and Type of Building(s): \_\_\_\_\_

\_\_\_\_\_ State I.D. \_\_\_\_\_

Type(s) of Roof Deck(s): \_\_\_\_\_

Total Roof Area: \_\_\_\_\_ SF; Flashing, Edge: \_\_\_\_\_ LF; Base: \_\_\_\_\_ LF

Date of Acceptance: \_\_\_\_\_ Guarantee Period: 2 Years

Date of Expiration: \_\_\_\_\_

AND WHEREAS the Roofing Contractor has contracted (as a Subcontractor) to guarantee said work against water entry from faulty or defective materials and workmanship for the designated Guarantee period;

AND WHEREAS the General Contractor, by its acceptance of the Contract for the above described project, has jointly assumed with the Roofing Contractor the obligations to the Owner of said guarantee against leaks and faulty or defective materials and workmanship;

NOW THEREFORE the Roofing Contractor and the General Contractor jointly and severally guarantee, subject to the terms and conditions herein set forth, that during the Guarantee Period they will at their own cost and expense, make or cause to be made with approved procedures and materials such repairs to or replacements of said work resulting from water entry or faults or defects of said Work as are necessary to correct faulty and defective work and as are necessary to maintain said Work in watertight conditions and further to respond on or within two (2) working days upon written notification of leaks or defects by the Owner/User Agency. Furthermore, they will at their own cost and expense maintain the roof for (2) years after acceptance, in accordance with the current edition of the Roof Maintenance Manual published by the Roofing Industry Educational Institute. The roof shall be inspected a minimum of twice each year, and a report prepared documenting the conditions observed at each inspection. These inspections shall be made once during the months of April or May and once during the months of September and October. Two copies of each report shall be forwarded to the Owner and User Agency.

This Guarantee is made subject to the following terms and conditions:

1. Specifically excluded from this guarantee are damages to the Work, other parts of the building and building contents caused by: A) lightning, and storm (includes hurricanes and tornadoes), hailstorm, earthquakes and other unusual phenomena of the elements; B) fire; and C) structural failures causing excessive roof deck, edgings and related roof components movement. When the Work has been damaged by any of the foregoing causes, the Guarantee will be null and void until such damage has been repaired by the Roofing Contractor, and until the cost and expense thereof has been paid by the Owner or another responsible party so designated.
2. During the Guarantee Period, if the Owner/User Agency allows alteration of the Work by anyone other than a Contractor approved in writing by the Roofing Subcontractor, General Contractor, and Roofing Material Manufacturer prior to the work being performed, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the Owner/User Agency engages the Roofing Contractor to perform said alterations, the Guarantee shall not become null and void, unless the Roofing Contractor, prior to proceeding with said work, shall have notified the Owner/User Agency in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the Work, thereby reasonably justifying a termination of this Guarantee.
3. During the Guarantee Period, if the original use of the roof is changed and it becomes used for, but for which it was not originally designed or specified, as a promenade, work deck, spray-cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.
4. During the Guarantee Period, if any building or area of a building is changed to uses creating extremes of interior temperature and/or humidity, but for which it was not originally designed and specified, without provisions and alterations made to the building which effectively contain or control these conditions, this guarantee shall become null and void upon the date of said change.
5. The Owner/User Agency shall promptly notify the Roofing Contractor in writing of observed, known or suspected leaks, defects or deterioration, and shall afford reasonable opportunity for the Roofing Contractor to inspect the Work, and to examine the evidence of such leaks, defects or deterioration.

6. This Guarantee is recognized to be the only guarantee of the General and Roofing Contractor on said work, and shall not operate to restrict or cut off the Owner from other remedies and recourses lawfully available to him in case of roofing failure. Specifically, this Guarantee shall not operate to relieve the Roofing Contractor of his responsibility for performance of the original work, regardless of whether the Contract was a Contract directly with the Owner or a Subcontract with the Owner's General Contractor.

IN WITNESS THEREOF, this instrument has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Roofing Contractor's Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Representing: \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_, Email \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

And has been countersigned by the General Contractor issuing the Roofing Contractor's Subcontract for said work:

Name of General Contractor: \_\_\_\_\_

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

Representing: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_, Email \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**ROOFING GUARANTEE R-2**  
(Roofer is the Prime Contractor)

**OWNER:** STATE OF LOUISIANA

**ADDRESS:** OFFICE OF FACILITY PLANNING AND CONTROL  
POST OFFICE BOX 94095 CAPITOL STATION  
BATON ROUGE, LOUISIANA 70804-9095

WHEREAS \_\_\_\_\_

Address \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

herein called the "Roofing Contractor", has performed roofing and flashing in accordance with the Contract Documents for Project No. & WBS \_\_\_\_\_  
(hereinafter called the "Work") under a Contract with the Owner.

Name of Project: \_\_\_\_\_

User Agency: \_\_\_\_\_

Location/Address: \_\_\_\_\_

Name and Type of Building(s): \_\_\_\_\_

\_\_\_\_\_ State I.D. \_\_\_\_\_

Type(s) of Roof Deck(s): \_\_\_\_\_

Total Roof Area: \_\_\_\_\_ SF; Flashing, Edge: \_\_\_\_\_ LF; Base: \_\_\_\_\_ LF

Date of Acceptance: \_\_\_\_\_ Guarantee Period: 2 Years

Date of Expiration: \_\_\_\_\_

AND WHEREAS the Roofing Contractor has contracted to guarantee said work against water entry from faulty or defective materials and workmanship for the designated Guarantee period;

NOW THEREFORE the Roofing Contractor as the General Contractor guarantees, subject to the terms and conditions herein set forth, that during the Guarantee Period he will at his own cost and expense, make or cause to be made with approved procedures and materials such repairs to or replacements of said work resulting from water entry or faults or defects of said Work as are necessary to correct faulty and defective work and as are necessary to maintain said Work in watertight conditions and further to respond on or within

two (2) working days upon written notification of leaks or defects by the Owner/User Agency. Furthermore, he will at his own cost and expense maintain the roof for (2) years after acceptance, in accordance with the current edition of the Roof Maintenance Manual published by the Roofing Industry Educational Institute. The roof shall be inspected a minimum of twice each year, and a report prepared documenting the conditions observed at each inspection. These inspections shall be made once during the months of April or May and once during the months of September and October. Two copies of each report shall be forwarded to the Owner and User Agency.

This Guarantee is made subject to the following terms and conditions:

1. Specifically excluded from this guarantee are damages to the Work, other parts of the building and building contents caused by: A) lightning, windstorm (includes hurricanes and tornados), hailstorm, earthquakes and other unusual phenomena of the elements; B) fire; and C) structural failures causing excessive roof deck, edgings and related roof components movement. When the Work has been damaged by any of the foregoing causes, the Guarantee will be null and void until such damage has been repaired by the Roofing Contractor, and until the cost and expense thereof has been paid by the Owner or another responsible party so designated.
2. During the Guarantee Period, if the Owner/User Agency allows alteration of the Work by anyone other than a Contractor approved in writing by the Roofing Subcontractor, General Contractor, and Roofing Material Manufacturer prior to the work being performed, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the Owner/User Agency engages the Roofing Contractor to perform said alterations, the Guarantee shall not become null and void, unless the Roofing Contractor, prior to proceeding with said work, shall have notified the Owner/User Agency in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the Work, thereby reasonably justifying a termination of this Guarantee.
3. During the Guarantee Period, if the original use of the roof is changed and it becomes used for, but for which it was not originally designed or specified, as a promenade, work deck, spray-cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.
4. During the Guarantee Period, if any building or area of a building is changed to uses creating extremes of interior temperature and/or humidity, but for which it was not originally designed and specified, without provisions and alterations made to the building which effectively contain or control these conditions, this Guarantee shall become null and void upon the date of said change.
5. The Owner/User Agency shall promptly notify the Roofing Contractor in writing of observed, known or suspected leaks, defects or deterioration and shall afford reasonable opportunity for the Roofing Contractor to inspect the Work, and to examine the evidence of such leaks, defects or deterioration.
6. This Guarantee is recognized to be the only guarantee of the General and Roofing Contractor on said work, and shall not operate to restrict or cut off the Owner from other remedies and recourses lawfully available to him in case of roofing failure. Specifically, this Guarantee shall not operate to relieve the Roofing Contractor of his responsibility for performance of the original work, regardless of whether the Contract was a Contract directly with the Owner or a Subcontract with the Owner's General Contractor.

IN WITNESS THEREOF, this instrument has been duly executed this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_.

Roofing Contractor's Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Representing: \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

# MANUFACTURER’S NDL WATERTIGHTNESS MEMBRANE ROOFING SYSTEM WARRANTY

ISSUE TO:

STATE OF LOUISIANA- DOA- FACILITY PLANNING AND CONTROL

MFGR WARRANTY NUMBER: \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as “mfgr” hereby warrants to the owner, known as the State of Louisiana, hereinafter referred to as the “State” that the referenced membrane roofing assembly will remain in a watertight condition for a period of \_\_\_\_ years. For the purpose of this warranty “watertight” or “watertightness means that the roofing system does not allow water to leak through a breach in the roofing system. Mfgr further warrants the performance of the products listed below and warrants that the material and installation of the roofing assembly is free of material and known installation defects at the time of application and that the materials listed below conform to mfgr specifications.

All products used in the roofing assembly from the deck (structural concrete, metal, LWIC, wood, etc.), up are included in this warranty regardless of whether mfgr furnished or branded the products with the exception of shop fabricated metals not furnished by mfgr. These products are to include, but not be limited to: base sheets, fasteners and plates, insulation board, cover board, asphalt, adhesives (insulation and membrane), mastics, field plies, membrane flashing plies and liquid flashing products. The roofing products are specifically listed as follows:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

In the event that the new membrane roofing assembly is installed in a recover fashion over an existing roofing assembly, the performance of the existing roofing products that remain in-place beneath the new roofing assembly are excluded from this warranty.

In the event that covered leaks occur in the roofing system that are attributable to the workmanship of the installing contractor or a defect in or failure of any of the mfr products listed above, mfr will make repairs required to return the roof to a watertight condition, regardless of the scope and cost of the required repairs. The State will notify mfr within 30 days of the discovery of the leak. Should the State not make this notification within the prescribed 30 day time period, then further damage to the roofing assembly caused by the delay in notification will not be construed as a warranty repair item. Mfr will respond to the leak notification within 10 days and once it is confirmed that the leak(s) is within the scope of mfrs responsibilities under this warranty, mfr will execute repairs promptly thereafter. Mfr's failure to respond timely and make proper repairs shall enable the State to engage service of "others" to address the problem(s) at mfr's expense assuming the cost of the repair is reasonable and the scope of the repair is limited to the remedy of the leak without jeopardizing State's protection under terms of this warranty. The State may make reasonable and customary emergency temporary repairs at its discretion and at mfrs expense without jeopardizing the State's protection under the terms of this warranty.

The manufacturers of SBS products that are approved by the State and included in the State's list of acceptable products have agreed to a dimensional stability of the cap sheet and interply sheet of 0.2% per ASTM D 5147, section 10. 0.2% of a 33 foot roll is approximately equal to  $\frac{3}{4}$ ". For the term of this warranty, SBS cap sheet shrinkage in excess of  $\frac{3}{4}$ " will be repaired by the mfr by cutting out the interply void in the "T" lap, cleaning and drying, and repair with an acceptable cap sheet product.

**The following items are excluded from this warranty:**

1. Damage to the roof caused by wind exceeding 72 mph, lightning, hail, fire or physical damage from falling or wind-blown objects
2. Deficient design by other than mfr
3. Intentional or accidental damages to the roof, or misuse, abuse, vandalism or the likes
4. Leaks caused by deterioration or failure of items not included in the warranty
5. Modifications or alterations to the roofing assembly after completion unless done in a manner approved by mfr
6. Damage to the roofing assembly after issuance of this warranty caused by excessive foot traffic or its use as a work platform or storage area
7. Damage to the roofing assembly caused by ponding water, which is defined as water on the surface of the roof that does not dissipate within 72 hours of average drying conditions
8. Consequential and incidental damages, including damage to the building or its contents
9. Damage to the roofing assembly caused by failure by the State to exercise reasonable care and maintenance

10. Damage to the roofing assembly caused by structural defects or failure or excessive movement of building components
11. Damage to the roofing assembly due to exposure to chemical attack, including deposits of animal fats, grease and oil
12. The State shall be responsible for the costs associated with the removal and replacement of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the roofing assembly, support platforms or bases for solar panels, garden roofs, decks, patios or any other obstacles that impede access, clear observation, investigation or repairs to the roofing system, excluding ballast or pavers or any other overburden specifically accepted by mfr to be included within warranty coverage.

For wind related events, this warranty excludes damage to the roofing assembly where the cause includes any of the following:

- A. Failure or excessive movement of primary or secondary structural elements or roof deck, wood nailers or blocking and edge system components not furnished by mfr
- B. Failure of walls, doors, windows, openings or other building envelope components
- C. Rooftop structures and equipment

Mfr may have access to the roof for inspection purposes for the term of the warranty by scheduling through the appropriate State Agency.

This warranty is tendered for the benefit of the State and is not transferable or assignable without the written consent of Mfr.

The Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction in any action brought as a result of this warranty by any party hereto. This warranty shall be governed by and construed in accordance with the laws of the State of Louisiana.

This warranty instrument supersedes and is in lieu of any and all other expressed or implied warranties that are or may be in conflict with terms and conditions stated herein.

This warranty requires the signature of an authorized officer of Mfr. Three fully executed copies are to be provided to the State as a prerequisite for project acceptance. The State's signature shall not be a requirement for implementation of, or cause to validate this warranty.

A separate and independent warranty shall be issued for each building or independent roof system in the case of multiple buildings or mixed roof types.

Abbreviations:

LWIC—Lightweight Insulating Concrete

ASTM—American Society for Testing and Materials

**PROJECT DATA / SIGNATURE**

Owner: State of Louisiana- DOA- Facility Planning and Control

Building/Project Name: \_\_\_\_\_

Roof Type: \_\_\_\_\_

No. of Squares: \_\_\_\_\_

Location: \_\_\_\_\_

La. State Building I.D.: \_\_\_\_\_

Site Code: \_\_\_\_\_

LA State Project Number: \_\_\_\_\_

Date of Project Acceptance and Commencement of Warranty: \_\_\_\_\_

Warranty End Date: \_\_\_\_\_

**Manufacturer Name Address and Phone Number:**

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

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

\_\_\_\_\_  
Printed name

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Direct to:

**STATE of LOUISIANA (Owner)**  
**DIVISION OF ADMINISTRATION**  
**Facility Planning and Control**  
PO Box 94095  
Baton Rouge, Louisiana 70804-9095

////////////////// END NDL WATERTIGHTNESS WARRANTY \\\\\\\\\\\\\\\\\\\\\\\



## AGENDA FOR PRELIMINARY ROOFING CONFERENCE

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

**TIMING:** The meeting should be held shortly after award of the Contract and at least six weeks prior to the anticipated start of roofing. Re-Roofing Projects may combine with Pre-Const. Conf. (ITB § 15).

1. A complete set of Contract Documents (plans and specifications) to be available for review.
2. All meeting minutes to be furnished by the Designer to all parties within 7 days. Establish project record keeping procedures.
3. Review tentative progress schedule for roofing. Set approximate date.
4. Review roofing system and insulation requirements. Size (4'x4' adhered, 4'x8' Mech. Fastened) and Thickness (R-Value), Staggered Joints
5. Weather considerations as they may apply to the project roofing installation.
6. Temporary roofing guidelines for the project. Who and when, will final decision be made, if necessary.
7. Inspection and Testing Requirements:

\_\_\_\_\_  
Name of Inspection Firm:  
Name of inspector:  
Phone:

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

### 8. Roof Deck:

Type and Thickness: (if Lt. Wt. Conc. has a Pull Test been done?)

\_\_\_\_\_

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

\_\_\_\_\_

Tentative Schedule for Installation:

\_\_\_\_\_

Nailers, curbs, and sheet metal must be completed prior to roofing application. Review CD Details, and discuss if raising Equip. Curbs is required or not.

9. Discuss material storage areas, dumpster location, worker parking, and equipment set-up locations. Review requirements.

10. Specific submittals from the Roofing Contractor:

- a. Material approval list
- b. Shop drawings (if any)
- c. Product material brochures and samples
- d. Manufacturer's Guarantee review for compliance with specifications (20-Year State Warranty)
- e. Manuf. Assembly Letter (required for Pre-App. Conf. as well as materials on site)

11. Specific project detail discussion. (Include perimeter wall construction and rooftop mechanical equipment details, necessity of disconnecting any Exist. Rooftop Equip.)

12. Other:

\_\_\_\_\_

13. Review above items briefly and establish date for tentative Pre-Application Conference. (Manuf. Assembly Letter and materials therein required on site prior to scheduling conference). Roof Manuf. Rep. and FP&C Roof Consultant to be scheduled to attend.

## AGENDA FOR ROOFING PRE-APPLICATION CONFERENCE

### PURPOSE:

- To verify readiness of the project structure
- To walk site with Roof Manuf. Assembly Letter in hand, verifying materials on site comply.
- To scan last minute details, changes or corrections
- To review anticipated schedule of progress

**TIMING:** Following receipt of Roof Manuf. Assembly Letter, all materials on letter delivered to site, and prior to Roofing Work.

**ATTENDANCE:** List attendees  
(Required attendees: FP&C Project Manager, FP&C Roofing Consultant, Roof Manuf. Rep., User Agency Contact, Designer, Contractor Superintendent.)

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

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

- a. (2) Layers Polyiso Insulation (staggered), (1) Layer Cover Board (any special techniques required?)
- b. Mechanical or adhesive attachments (Mech. Fasteners = 4'x8' or Adhesion = 4'x4' board size)
- c. Vapor Retarders
- d. Flashings
- e. Saddles and/or crickets
- f. Venting
- g. Sheet metal

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

8. Temporary roofing final decisions.

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

10. Inspection and testing requirements - State Roofing Consultant at Final Inspection; Roof Manuf. Inspector as required and at Final Inspection.

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

12. Contractor must provide State 2-Yr Guarantee, and perform 1 & 2 Year Inspections. Roof Manuf. must provide 20-Yr Warranty. Pre-Finished Metal Manuf. must provide 20-Year Finish Warranty.

## NOTES

## AGENDA FOR ROOFING FINAL INSPECTION

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

**TIMING:** Prior to the Roofing Contractor concludes his work at the site.

1. Attendance must include those in attendance at the Pre-Application Conference.
2. Complete rooftop walk over and review:
  - a. Perimeter edges
  - b. Walls
  - c. Curbs and other equipment
  - d. Drains
  - e. Rooftop penetrations
  - f. Site cleanup
  - g. Sheet metal
  - h. Any special conditions
3. Final Punch List establishment of items to be completed. Copies to all parties. Attached to Meeting Minutes issued by Designer
4. Summary of project records. Organize for final file. Wrap up any loose ends.
5. Stress importance of Bi-Annual (and after storm) Maintenance to User-Agency (keep file for claim)
6. Discuss responsibility for roof system protection until project completed. Responsibility for coordination usually rests with General Contractor. Any damage or additional work to be conducted by original Roofing Contractor in order to keep original guarantee valid.
7. Acceptance by the state will not be issued without submittal and approval of fully executed

guarantees for each type of roof installed, which shall include, but not necessarily be limited to the following applicable forms, which can be found on the Instructions to Designers page of the FPC Website:

- a. Recommendation of Acceptance (ROA): (Designer's Responsibility)
- b. Letter of Concurrence: Concurring in Designer's ROA (User Agency's Responsibility)
- c. Roof Completion Information Form: with a Roof Plan on 8-1/2"x11" of Individual State ID's or different Material Roof (Designer's Responsibility)
- d. Roof Guarantee/Warranty (2): (Contractor's Responsibility)
  - i. 20-Year Manuf. Membrane Warranty (State Form in ITD § 28e; 28d for Metal Roof)
  - ii. 2-Year Contractor Warranty R-1 (Sub & GC) or R-2 (GC) (State Forms in ITD § 28a, 28b); 28c for Metal Roof)
- e. Final Cost & Const. Data Report: Div. 7 Primarily, attached to "DESIGNER LETTER" E-mail when project began (Designer's Responsibility)
- f. As-Builts: Const. that changed from Contract Docs, Marked-up Job Prints delivered to designer (Contractor's Responsibility)
- g. Final Documents delivered: drawings & specs marked "RECORD DOCUMENTS" as Hard-copy, as well as PDF & CAAD DWG Files (include Line Weight Files) on Thumb-Drive to FP&C & User Agency (Designer's Responsibility)

### NOTES

**ROOF COMPLETION INFORMATION**

Facility Name: \_\_\_\_\_ Building Name: \_\_\_\_\_

Site Code: \_\_\_\_\_ State I.D.: \_\_\_\_\_ Project No. & WBS: \_\_\_\_\_

New Roof     Total Replacement     Partial Replacement    Roof Section(s): \_\_\_\_\_

Roof Plan Attached (required)

- |  |  |  |  |
|--|--|--|--|
| <p><b>Roof Type:</b></p> <ol style="list-style-type: none"> <li>1. SBS Mod. Bit.</li> <li>2. PVC</li> <li>3. TPO</li> <li>4. Metal</li> <li>5. Tile</li> <li>6. Shingle</li> <li>7. Cedar Shake</li> <li>8. _____</li> </ol> | <p><b>Surfacing Type:</b></p> <ol style="list-style-type: none"> <li>1. Ceramic Granules</li> <li>2. Smooth Uncoated</li> <li>3. Modified Asphalt</li> <li>4. Silicone</li> <li>5. Acrylic</li> <li>6. Urethane</li> <li>7. Aluminum</li> <li>8. Pre-Finished Paint</li> <li>9. _____</li> </ol> | <p><b>Connection Type:</b></p> <ol style="list-style-type: none"> <li>1. Cold Process</li> <li>2. Hot Asphalt</li> <li>3. Torched Asphalt</li> <li>4. Mechanical Fastener</li> <li>5. _____</li> </ol> | <p><b>Drainage Type:</b></p> <ol style="list-style-type: none"> <li>1. Over the Edge</li> <li>2. Roof Drains</li> <li>3. Perimeter Gutter</li> <li>4. Internal Gutter</li> <li>5. _____</li> </ol> |
|--|--|--|--|

**Total Penetrations:**  
\_\_\_\_\_

**Slope:** \_\_\_\_\_ **Deck Type:** \_\_\_\_\_ **Insulation:** \_\_\_\_\_ **No. of Plies:** \_\_\_\_\_

- |   |   |  |   |
|---|---|--|---|
| <p><b>Slope:</b></p> <ol style="list-style-type: none"> <li>1. 1/4 in./ft.</li> <li>2. 1/8 in./ft.</li> <li>3. 1/2 in./ft.</li> <li>4. _____</li> </ol> | <p><b>Deck Type:</b></p> <ol style="list-style-type: none"> <li>1. Structural Concrete</li> <li>2. Gypsum</li> <li>3. Metal</li> <li>4. Lt. Wt. Concrete</li> <li>5. Cement Fiber</li> <li>6. Wood</li> <li>7. _____</li> </ol> | <p><b>Insulation:</b></p> <ol style="list-style-type: none"> <li>1. Polisocyanurate</li> <li>2. Cover Board</li> <li>3. Fiberglass</li> <li>4. Wood Fiber</li> <li>5. _____</li> </ol> | <p><b>Insulation Thickness:</b><br/>_____</p> <p><b>Roof Area (sq. ft.)</b><br/>_____</p> |
|---|---|--|---|

**Roofing Contractor (2-Year State Guarantee):**

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

\_\_\_\_\_

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

Roofing Contractor's Email: \_\_\_\_\_

Warranty Beginning Date:  
(same as Acceptance Date)

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

**Roofing Manufacturer (20-Year State Warranty):**

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

\_\_\_\_\_

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

Roofing Manufacturer's Email: \_\_\_\_\_

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

Beginning Date:  
(same as Acceptance Date)

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

## **Additional Specifications**

### **Mechanical Equipment Curb**

Contractor shall provide and install a new curb for the mechanical equipment currently resting on treated 4x4 supports. See attached photo included with this addendum for location reference.

### **Existing Gutters, Downspouts, Coping, and Expansion Joints**

Existing gutters and downspouts shall remain in place and are not to be removed or replaced under this project.

Contractor shall provide new coping where existing on lower roofs and at expansion joints. New coping shall match the existing style, color, and profile as closely as possible and shall be installed in accordance with project details and specifications.

### **Approved Manufacturer**

U.S. PLY is an approved State manufacturer for this project.

Approved roofing system materials include the following:

#### **Field Plies**

##### **Cap Sheet:**

Duraflex 190FR SBS

- 170 mils / 4.3 mm thick
- Weight: 105 lbs. per square
- Non-woven polyester mat

##### **Interply:**

Duraflex 190S SBS

- 120 mils / 3.0 mm thick
- Weight: 88 lbs. per square
- Non-woven polyester mat

#### **Granular Flashing Plies**

Cap Ply:

Duraflex 190FR SBS

- 170 mils / 4.3 mm thick
- Weight: 105 lbs. per square
- Non-woven polyester mat

##### **Stripping Ply:**

Duraflex 190S SBS

- 120 mils / 3.0 mm thick
- Weight: 88 lbs. per square
- Non-woven polyester mat

#### **Heat Fused Aluminum Clad Flashing Plies**

##### **Cap Ply:**

Duraflex Aluminum SBS

- 140 mils / 3.5 mm thick
- Weight: 103 lbs. per square
- Fiberglass mat

##### **Stripping Ply:**

Duraflex 190S SBS

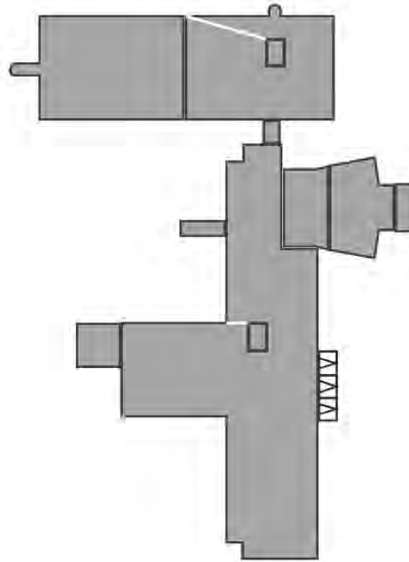
- 120 mils / 3.0 mm thick
- Weight: 88 lbs. per square
- Non-woven polyester mat
- Hot mopped application

##### **Cold Adhesive**

901 Premium Modified Adhesive

All materials shall be installed in accordance with manufacturer recommendations and project specifications.

Johnson St, Grambling, LA 71245



In this 3D model, facets appear as semi-transparent to reveal overhangs.

Report Details

Report: 62834964

Roof Details

Total Roof Area = 44,073 sq ft  
 Total Roof Facets = 20  
 Predominant Pitch = 0/12  
 Number of Stories >1  
 Total Ridges/Hips = 26 ft  
 Total Valleys = 79 ft  
 Total Rakes = 50 ft  
 Total Eaves = 251 ft  
 Total Penetrations = 176  
 Total Penetrations Perimeter = 2,282 ft  
 Total Penetrations Area = 2,655 sq ft

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Contact: WOODY WHITTINGTON  
 Company: Whittington Architects  
 Address: Po Box 1701  
 Ruston LA 71273-1701  
 Phone: 318-255-2271

Measurements provided by [www.eagleview.com](http://www.eagleview.com)



**Certified Accurate**

[www.eagleview.com/Guarantee.aspx](http://www.eagleview.com/Guarantee.aspx)

## Images

The following aerial images show different angles of this structure for your reference.



North Side



South Side



East Side



West Side

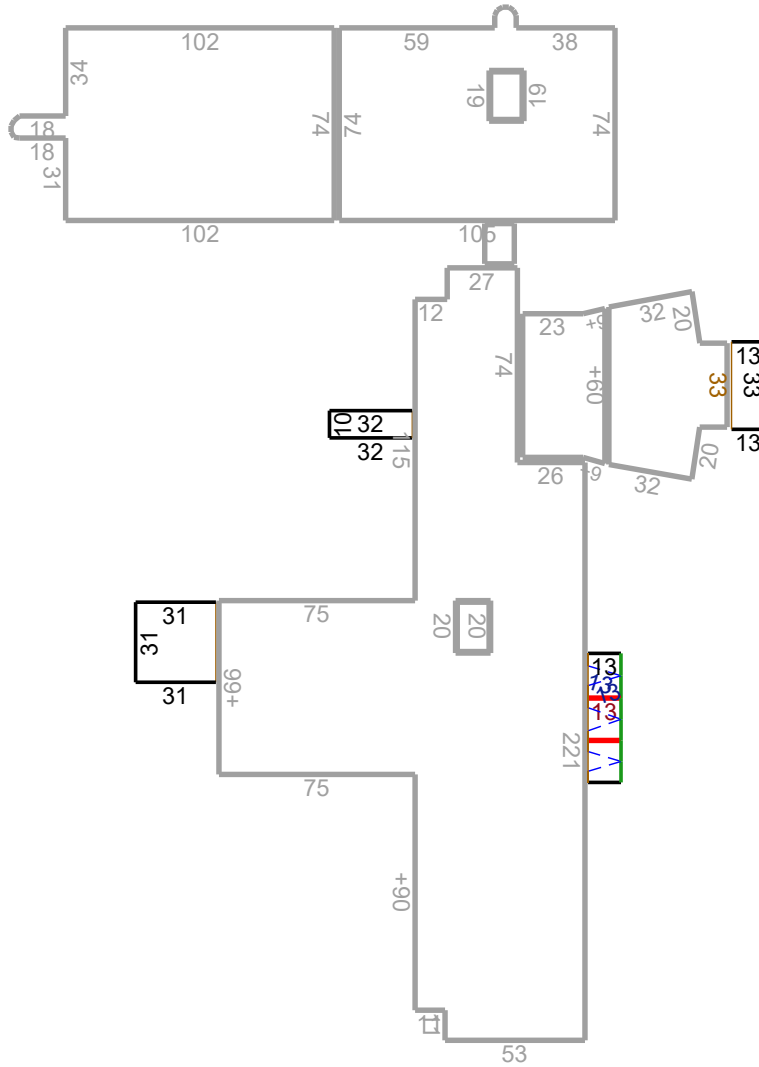


# Length Diagram

Total Line Lengths:  
 Ridges = 26 ft  
 Hips = 0 ft

Valleys = 79 ft  
 Rakes = 50 ft  
 Eaves = 251 ft

Flashing = 99 ft  
 Step flashing = 26 ft  
 Parapets = 2,331 ft



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**Note:** This diagram contains segment lengths (rounded to the nearest whole number) over 5 feet. In some cases, segment labels have been removed for readability. Plus signs preface some numbers to avoid confusion when rotated (e.g. +6 and +9).

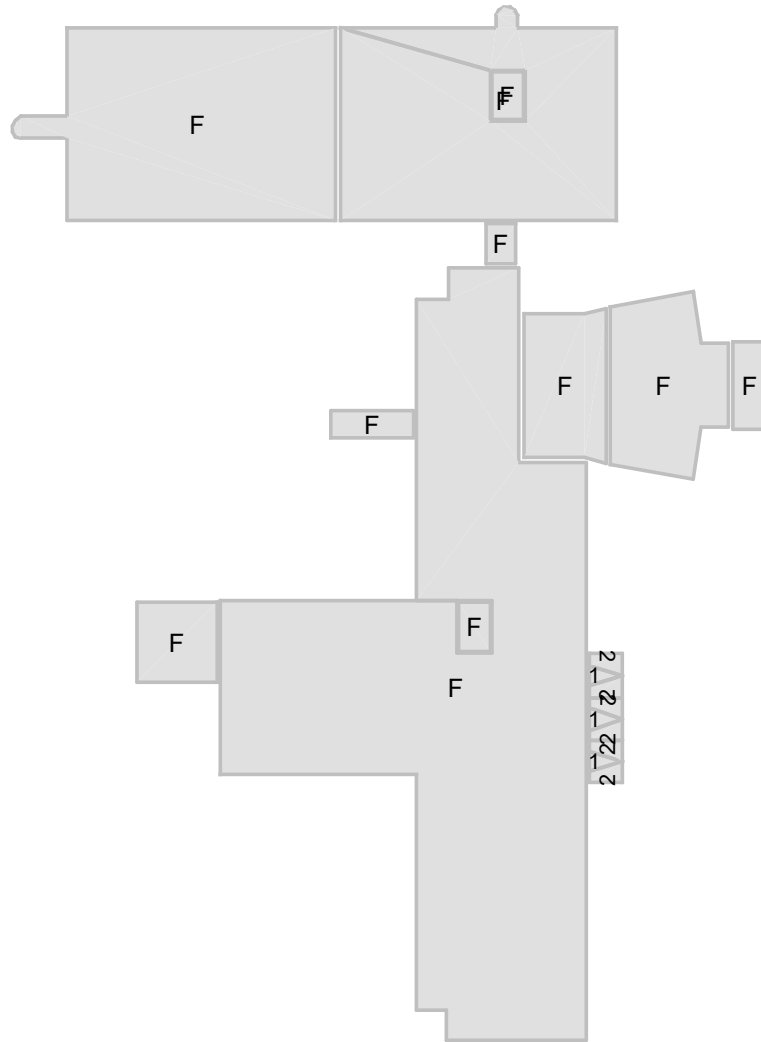


Report: 62834964

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### Pitch Diagram

Pitch values are shown in inches per foot, and arrows indicate slope direction. The predominant pitch on this roof is 0/12.



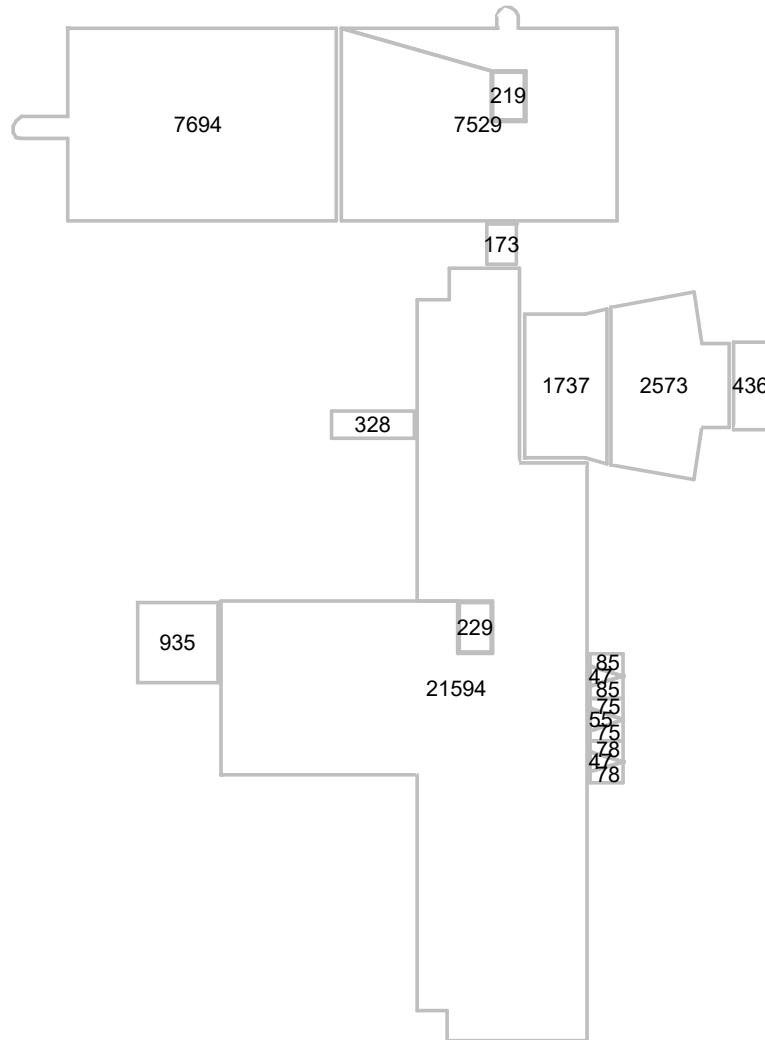
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**Note:** This diagram contains labeled pitches for facet areas larger than 20 square feet. In some cases, pitch labels have been removed for readability. Plus signs preface some numbers to avoid confusion when rotated (e.g. +6 and +9). Gray shading indicates flat, 1/12 or 2/12 pitches. If present, a value of "F" indicates a flat facet (no pitch).

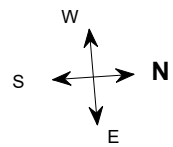


### Area Diagram

Total Area = 44,073 sq ft, with 20 facets.



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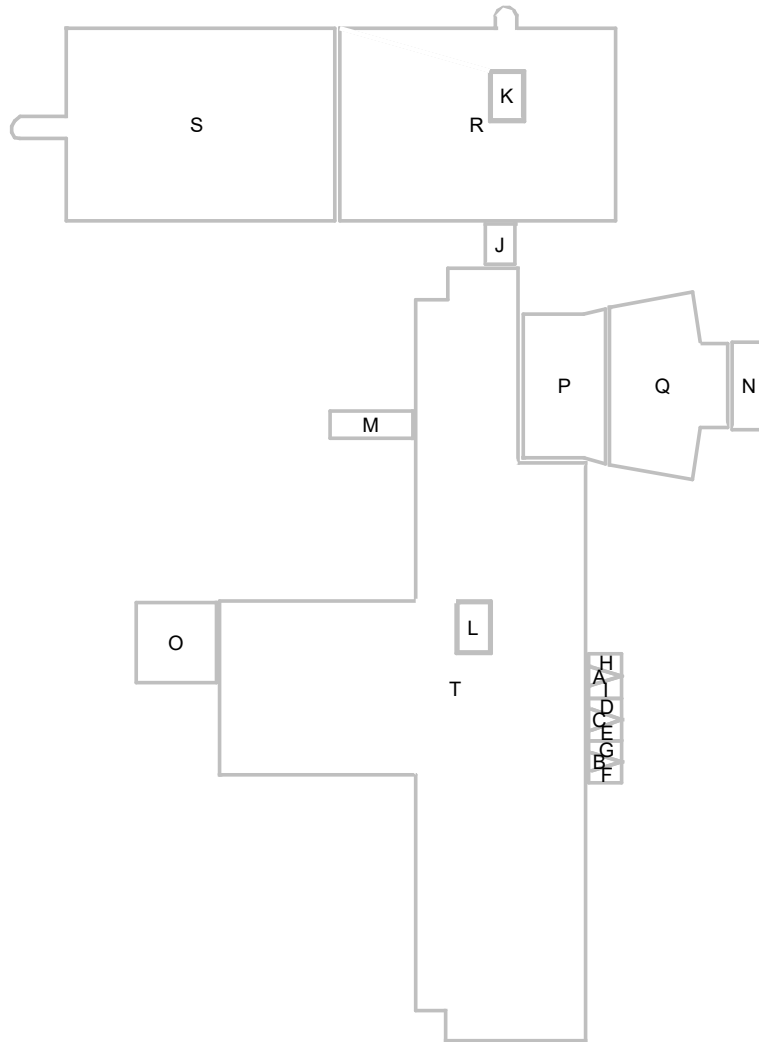


**Note:** This diagram shows the square feet of each roof facet (rounded to the nearest foot). The total area in square feet, at the top of this page, is based on the non-rounded values of each roof facet (rounded to the nearest square foot after being totaled).

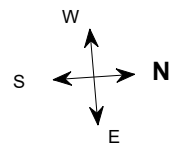


### Notes Diagram

Roof facets are labeled from smallest to largest (A to Z) for easy reference.



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### Penetrations Notes Diagram

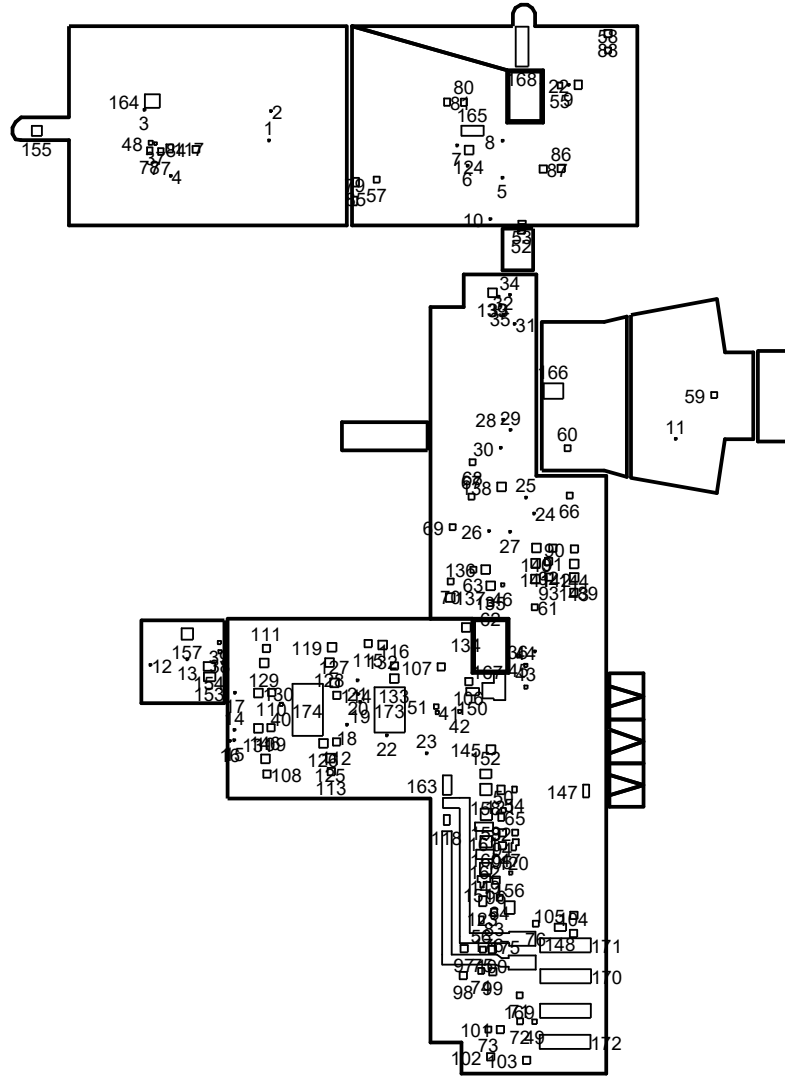
Penetrations are labeled from smallest to largest for easy reference.

Total Penetrations = 176

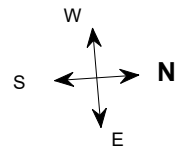
Total Penetrations Area = 2,655 sq ft

Total Penetrations Perimeter = 2,282 ft

Total Roof Area Less Penetrations = 41,418 sq ft



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Report: 62834964

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## Report Summary

Below is a measurement summary using the values presented in this report.

### All Structures

Areas per Pitch			
Roof Pitches	0/12	1/12	2/12
Area (sq ft)	43447.5	150.1	474.9
% of Roof	98.6%	0.3%	1.1%

The table above lists each pitch on this roof and the total area and percent (both rounded) of the roof with that pitch.

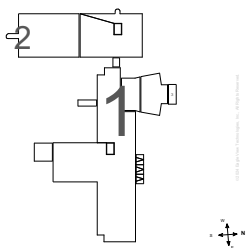
Waste Calculation Table							
Waste %	0%	10%	12%	15%	17%	20%	22%
Area (sq ft)	44,073	48480.3	49361.8	50684.0	51565.4	52887.6	53769.1
Squares	440.7	484.8	493.6	506.8	515.7	528.9	537.7

This table shows the total roof area and squares (rounded up to the nearest decimal) based upon different waste percentages. The waste factor is subject to the complexity of the roof, individual roofing techniques and your experience. Please consider this when calculating appropriate waste percentages. Note that only roof area is included in these waste calculations. Additional materials needed for ridge, hip, valley, and starter lengths are not included.

Penetrations	1-36	37	38-47	48	49-51	52-53	54-55	56	57-76	77
Area (sq ft)	0.5	1	1.4	2.2	2.9	3.2	3.7	4.6	4.8	5
Perimeter (ft)	2.8	4	4.8	6	6.8	7.8	7.8	8.8	8.8	9
	78	79	80-83	84	85	86-116	117	118	119-120	121
Area (sq ft)	5	5.4	5.9	6.2	7	7.3	7.5	8.1	8.6	10
Perimeter (ft)	9	9.8	9.8	10	10.8	10.8	11	11.8	11.8	12.8
	122-145	146	147	148	149	150	151-152	153	154	155
Area (sq ft)	10.2	8.5	10.3	11.3	13.1	12.7	13.4	13.7	17.4	17.6
Perimeter (ft)	12.8	13.6	13.8	13.8	14.6	14.8	14.8	14.8	16.8	16.8

Any measured penetration smaller than 3x3 feet may need field verification. Accuracy is not guaranteed. The total penetration area is not subtracted from the total roof area.

### All Structures Totals



#### Lengths, Areas and Pitches

- Ridges = 26 ft (2 Ridges)
- Hips = 0 ft (0 Hips).
- Valleys = 79 ft (6 Valleys)
- Rakes † = 50 ft (6 Rakes)
- Eaves/Starter ‡ = 251 ft (11 Eaves)
- Drip Edge (Eaves + Rakes) = 301 ft (17 Lengths)
- Parapet Walls = 2,331 (72 Lengths).
- Flashing = 99 ft (6 Lengths)
- Step flashing = 26 ft (6 Lengths)
- Total Penetrations Area = 2,655 sq ft
- Total Roof Area Less Penetrations = 41,418 sq ft

#### Property Location

- Longitude = -92.7157896
- Latitude = 32.5242100

#### Notes

This was ordered as a commercial property. There were no changes to the structure in the past four years.

† Rakes are defined as roof edges that are sloped (not level).  
‡ Eaves are defined as roof edges that are not sloped and level.



Total Roof Facets = 20  
 Total Penetrations = 176

Total Penetrations Perimeter = 2,282 ft  
 Predominant Pitch = 0/12  
 Total Area (All Pitches) = 44,073 sq ft

Measurements by Structure

Structure	Area (sq ft)	Ridges (ft)	Hips (ft)	Valleys (ft)	Rakes (ft)	Eaves (ft)	Flashing (ft)	Step Flashing (ft)	Parapets (ft)
1	35942	25	0	79	50	190	65	26	1941
2	7694	0	0	0	0	0	0	0	390
3	436	0	0	0	0	60	33	0	0

All values in this table are rounded up to the nearest foot for each separate structure. Measurement totals displayed elsewhere in this report are added together before rounding which may cause totals to differ.

Parapet Wall Area Table

Wall Height (ft)	1	2	3	4	5	6	7
Vertical Wall Area (sq ft)	2331	4662	6993	9324	11655	13986	16317

This table provides common parapet wall heights to aid you in calculating the total vertical area of these walls. Note that these values assume a 90 degree angle at the base of the wall. Allow for extra materials to cover cant strips and tapered edges.

Online Maps

Online map of property

[http://maps.google.com/maps?f=q&source=s\\_q&hl=en&geocode=&q=Johnson+St,Grambling,LA,71245](http://maps.google.com/maps?f=q&source=s_q&hl=en&geocode=&q=Johnson+St,Grambling,LA,71245)

Directions from Whittington Architects to this property

[http://maps.google.com/maps?f=d&source=s\\_d&saddr=Po+Box+1701,Ruston,LA,71273-1701&daddr=Johnson+St,Grambling,LA,71245](http://maps.google.com/maps?f=d&source=s_d&saddr=Po+Box+1701,Ruston,LA,71273-1701&daddr=Johnson+St,Grambling,LA,71245)

Enclosed is your ClaimsReady report. Please click the link to supplement your report with a walls report that includes areas of facets and cut-outs, line lengths, a notes diagram, and waste table calculations. [Request a walls report.](#)



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Contractors agree to always conduct a preliminary site survey to verify Roof Report ordered. In the event of an error in a Report, your sole remedy will be a refund of the fees paid by you to obtain this Report.





**Report of Roof System Design Wind-load Analysis**

Report Date: 9/22/2025  
ASCE 7 Version: ASCE 7-16

This report is applicable to:

Carver Hall Annex  
Carver Hall Annex 115 mph  
RWE Jones Drive  
Ruston , LA, 71245

This report has been prepared by:

jack kuhlman  
MidSouth Specialty Products  
18223 Keystone Ave.  
Greenwell Springs, LA 70739

Preparer's comments:

None

Roof Wind Designer provides users an easy-to-use means for accurately determining design wind loads and design uplift resistance capacities for roof systems on many commonly encountered building types that are subject to building code compliance.

Design wind loads are derived using American Society of Civil Engineers (ASCE) standard ASCE 7-16, "Minimum Design Loads and Associated Criteria for Buildings and Other Structures," Chapter 30—Wind Loads—Components and Cladding (C&C), Envelope Procedure, Part 2: Low-rise Buildings (Simplified) and Part 4: Buildings with 60ft < h ≤ 160ft (Simplified). ASCE 7-16 is a widely-recognized consensus standard and is referenced in and serves as the technical basis for wind load determination in the 2018 edition of the International Building Code.

The fundamental concept of wind design for roof systems is the tested uplift-resistance capacity for a building's roof system needs to be equal to or greater than the roof systems' design wind loads. Roof Wind Designer determines roof systems' minimum recommended design wind loads. From these values, Roof Wind Designer determines the necessary design wind-resistance capacities for the roof system incorporating an appropriate safety factor. Users can select wind-resistance roof systems using these design uplift capacity values.

Roof Wind Designer also provides design wind load calculations related to edge-metal flashing systems for buildings with roof slopes of 1½:12 or less. These calculations are applicable to roof systems using metal fascia, embedded edge-metal or metal copings to secure membrane roof systems' perimeter edges.

Roof Wind Designer relies solely upon the preparer who generates this report to accurately input appropriate information that is applicable to the specific building to which this report applies. This report applies to only the specific roof area and building that is indicated above. Any misinformation, miscalculations, mistakes or changes that have been input into this application may affect the results, accuracy, reliability and results of this report.

Use of Roof Wind Designer is subject to a license agreement and important legal notices and disclaimers. By inputting project information and generating this report, the preparer who generates this report accepts this license agreement and important legal notices and disclaimers. A copy of this license agreement and important legal notices and disclaimers is included at the end of this report and is considered to be a part of this report.

Summary of the building and roof area information input by the preparer:

<b>Roof Area Dimensions (feet):</b>	207 x 73
<b>Mean Roof Height (feet):</b>	25.0
<b>Roof Slope:</b>	Flat: 1½:12 or less
<b>Parapet(s) (minimum 36 inches high):</b>	No
<b>Building Configuration</b>	Enclosed
<b>Exposure:</b>	B
<b>Risk Category:</b>	II
<b>Basic Wind Speed (three-second peak gust, mph):</b>	115 from ASCE 7-16, Figure 26.5-1B Basic Wind Speed (value assigned by preparer)
<b>Roof Deck Type:</b>	Lightweight Insulating Concrete
<b>Roof Covering Type:</b>	Modified Bitumen

In ASCE 7-16, the Envelope Procedure, Part 2: Low-rise Buildings (Simplified) and Part 4: Buildings with  $60\text{ft} < h \leq 160\text{ft}$  (Simplified), roof area dimensions, mean roof height, roof slope, the building's configuration and exposure, risk category, and basic wind speed are used in the determination of the design wind loads.

The building's configuration (open, partially enclosed, enclosed) affects design wind loads of the roof system. ASCE 7-16, the Envelope Procedure, Part 2: Low-rise Buildings (Simplified), as well as part 4: Buildings with  $60\text{ft} < h \leq 160\text{ft}$  (simplified), is limited to buildings of an enclosed configuration. An enclosed configuration is defined by ASCE 7-16 as a building that does not comply with the requirements for open or partially enclosed buildings. An open building is one having each wall at least 80 percent open. A partially enclosed building is one where the total area of openings in a wall that receives positive external pressure exceeds the sum of the area openings in the balance of the building envelope (walls and roof) by more than 10 percent and where the total area of openings in a wall that receives positive external pressure exceeds  $4\text{ ft}^2$  or 1 percent of the area of that wall, whichever is smaller, and the percentage of openings in the balance of the building envelope does not exceed 20 percent.

A building's exposure has an effect on the magnitude of design wind loads that act on a building and the building's roof system. ASCE 7-16 provides for three Exposure Categories: B, C and D. Exposure Category C shall apply for all cases where Exposure Categories B or D do not apply. Exposure B shall apply where the ground surface roughness condition, as defined by Surface Roughness B, prevails in the windward direction for a distance of at least 2,600 feet. For buildings whose mean roof height is less than or equal to 30 feet, the upwind distance may be reduced to 1,500 feet. Exposure D shall apply where the ground surface roughness, as defined by Surface Roughness D, prevails in the upwind direction for a distance greater than 5,000 feet. Exposure D shall also apply where the ground surface roughness immediately upward of the site is B or C, and the site is within a distance of 600 feet or 20 times the building height, whichever is greater from an Exposure D condition.

A building's occupancy has an effect on the magnitude of design wind loads that act on a building and the building's roof system. In ASCE 7-16, a building's occupancy determines a risk category. ASCE 7-16 provides for four Risk Categories: I, II, III, and IV. Part 2: Low-rise Buildings (Simplified) uses risk category to determine the applicable basic wind speed map.

Risk Category II applies to all buildings except those listed in Risk Categories I, III, or IV. Risk Category I applies to buildings that represent a low hazard to human life in the event of failure. Risk Category III applies to buildings that represent a substantial hazard to human life in the event of failure. Risk Category IV applies to buildings designated as essential facilities or buildings where the failure of which could pose a substantial hazard to the community. Essential facilities are defined as buildings that are intended to remain operational in the event of extreme environmental loading from wind, snow or earthquakes.

The basic wind speed is representative of a 3-second peak gust wind speed at 33 feet above the ground in Exposure C and is determined from Figure 26.5-1A—Basic Wind Speeds for Occupancy Category I Buildings and Other Structures, Figure 26.5-1B—Basic Wind Speeds for Occupancy Category II Buildings and Other Structures, Figure 26.5-1C—Basic Wind Speeds for Occupancy Category III Buildings and Other Structures and Figure 26.5-1D—Basic Wind Speeds for Occupancy Category IV Buildings and Other Structures.

Roof edge parapets may assist in reducing design wind loads acting in the corner regions of the roof area. ASCE 7-16, Part 3: Buildings with  $h > 60\text{ ft.}$ , allows for this reduction only when a minimum 36-inch-high parapet occurs at the two outside edges of the specific corner area where the design wind load is being reduced.

## Wind Design for Roof Systems

ASCE 7-16 specifies wind design procedures for buildings and organizes them into two categories: main wind force-resisting systems, and component and cladding elements. Main wind force-resisting systems are the structural elements assigned to provide the support and stability for the overall building. Components and cladding are elements of the building envelope that do not qualify as part of the main wind force-resisting system. Roof systems and edge-metal flashing systems are considered components and cladding.

ASCE 7-16 provides two methods to determine minimum design load requirements for buildings: strength design method and allowable stress design (ASD) method. Design wind load calculations determined by the Envelope Procedure, Part 2: Low-rise Buildings (Simplified) method result in strength design values.

Roof systems and roof system components generally are designed using the ASD method. Because the ASD method's results often are used, a designer can adjust the strength design method's values to ASD method's values. A load-reduction factor is applied as a multiplier to the strength design values to determine the ASD values. ASCE 7-16 provides a load-reduction factor of 0.6 for this purpose, and the calculation is expressed as follows:

$$\text{ASD value} = \text{Strength design value} \times 0.6$$

Roof Wind Designer determines design wind loads based upon the strength design method and then adjusts those values to the ASD method's values. This conversion and further explanation can be found in ASCE 7-16 commentary section C26.5.1.

2018 building code allows a conversion between wind speeds where  $V_{ULT} * \sqrt{0.6} = V_{ASD}$ . This works out to be the same as the load conversion above since windspeed squared is among the factors multiplied together in the equation for design wind load is ASCE 7.

### **Design Wind Loads**

To determine design wind loads on roof areas, ASCE 7-16 identifies multiple primary areas of differing wind loads on a roof area. Within ASCE 7-16 these areas are designated as Zones 1, 1', 2, 2e, 2n, 2r, 3, 3e, 3r, 4, and 5. Also, ASCE 7-16 identifies a dimension determined by calculation, referred to as "a," that defines the depth of the perimeter and corner zones from the roof area's edges.

#### Strength Design Method:

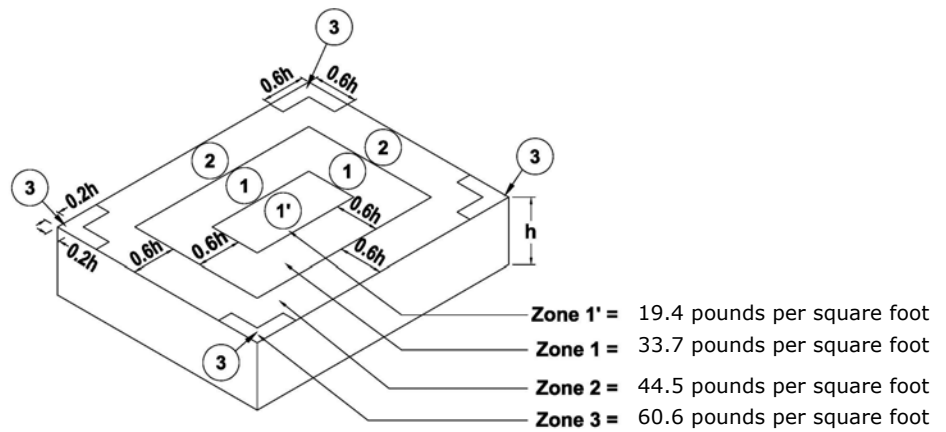
ASCE 7-16 uses four basic wind speed maps for different categories of building occupancies. These maps provide basic wind speeds that are applicable for calculating pressures and they are based on strength design. The strength design values determined for the roof area described by this report are as follows:

<b>Zone1'</b>	19.4 pounds per square foot
<b>Zone1</b>	33.7 pounds per square foot
<b>Zone2</b>	44.5 pounds per square foot
<b>Zone3</b>	60.6 pounds per square foot

Also, the calculated "h" dimension is as follows:

<b>a:</b>	7.3 feet
<b>h:</b>	25.0 feet
<b>0.2h:</b>	5.0 feet
<b>0.6h:</b>	15.0 feet

Graphically, the strength design values are depicted as follows:

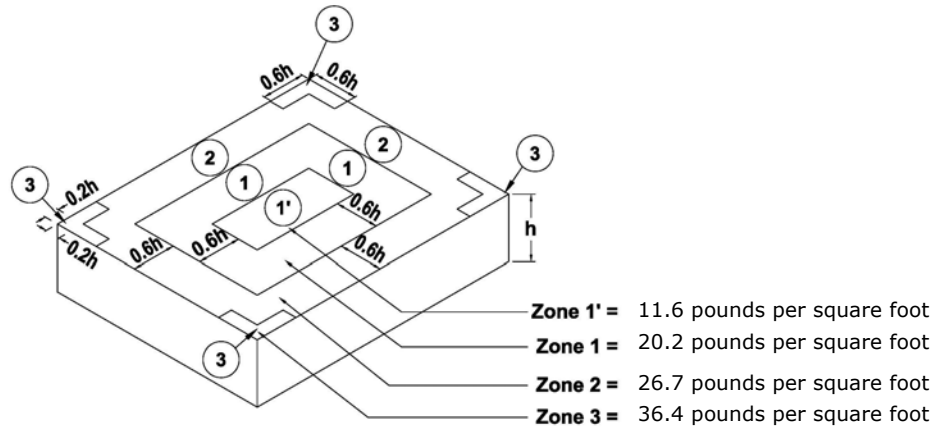


Adjustment of Strength Design to Allowable Stress Design (ASD):

To adjust the strength design values to ASD values, the load-reduction factor of 0.6 is applied. The ASD values determined for the roof area described by this report are as follows:

<b>Zone1'</b>	11.6 pounds per square foot
<b>Zone1</b>	20.2 pounds per square foot
<b>Zone2</b>	26.7 pounds per square foot
<b>Zone3</b>	36.4 pounds per square foot

Graphically, the ASD values are depicted as follows:



### Minimum Recommended Design Uplift-resistance Capacities

Accepted engineering principles practice provides for applying a reasonable "safety factor" to design wind-uplift loads when using the ASD method to determine the minimum recommended design uplift-resistance capacities. This safety factor is intended to address possible variances in design wind load determination, normally anticipated variances in the materials and construction of the building, including the roof system, and any normally anticipated deterioration of the materials' physical properties because of aging. This safety factor is applied to the ASD values.

The equation to determine required design uplift-resistance capacity is:

$$\text{Design uplift-resistance capacity} = \text{ASD Design wind load} \times \text{Safety factor}$$

For membrane roof systems, Roof Wind Designer determines roof systems' minimum recommended design uplift-resistance capacities, using a safety factor defined in ASTM D6630, "Standard Guide for Low Slope insulated Roof Membrane Assembly Performance." This recognized consensus standard indicates design uplift-resistance loads shall have a minimum 2.0 safety factor from the design wind uplift loads determined using ASCE 7.

For roof assemblies with steel deck and a steel or aluminum metal panel roof system, Roof Wind Designer applies a safety factor of 1.67. This safety factor is recommended in AISI S100, "North American Specification for the Design of Cold-formed Steel Structural Members" and "Aluminum Design Manual: Part 1—Specification for Aluminum Structures" for bending.

On this basis, taking into consideration the ASD design wind-uplift loads and the safety factor, the minimum recommended design uplift-resistance capacities for the specific roof area and building identified in this report are as follows:

<b>Zone1'</b>	23.3 pounds per square foot
<b>Zone1</b>	40.5 pounds per square foot
<b>Zone2</b>	53.4 pounds per square foot
<b>Zone3</b>	72.7 pounds per square foot

Using these minimum recommended design uplift-resistance capacity values, a user can select an appropriate wind-resistant roof system. The tested uplift-resistance capacity of the roof system should be greater than the minimum recommended design wind-resistance loads for the roof system to be considered appropriately wind resistant. This is expressed as:

$$\text{Tested uplift-resistance capacity} \geq \text{Design uplift-resistance capacity}$$

*design method, designers will have to determine an appropriate safety factor on their own. Because the strength design method already includes a more conservative determination of design uplift loads, it is generally recognized any safety factor applied to design loads derived from using the strength design method can be less than the safety factor applied to the design loads derived from the ASD method.*

## **Tested Uplift-resistance Load Capacities of Roof Systems**

Roof systems' tested uplift-resistance load capacities typically are determined by laboratory testing or engineering analysis. In the International Building Code's 2009 and previous editions, four recognized test methods are referenced as acceptable methods for determining roof systems uplift-resistance capacities: FM 4450, FM 4470, UL 580 and UL 1898. The International Building Code's 2012, 2015, and 2018 editions reference FM 4474 instead of FM 4450 and FM 4470.

FM 4450, "Approval Standard for Class 1 Insulated Steel Roof Decks," and FM 4470, "Approval Standard for Single Ply, Polymer-Modified Bitumen Sheet, Built-Up Roof and Liquid Applied Roof Assemblies for use in Class I and Noncombustible Roof Deck Construction," are the laboratory test methods and serve as the technical basis of the FM Approvals' approval classifications (FM 1-60, FM 1-75, FM 1-90 etc.), with which most roofing professional are familiar. FM Approvals' applies a safety factor of 2 within these classifications. For example, a roof system that has an FM 1-60 approval classification is recommended for use where the ASD design wind load is 30 pounds per square foot (psf) or less, a FM 1-75 approval designation is recommended for use where the design wind load is 37.5 psf or less, and an FM 1-90 approval classification is recommended for use where the design wind load is 45 psf or less, and so forth.

FM 4474, "American National Standard for Evaluating the Simulated Wind Uplift Resistance of Roof Assemblies Using Static Positive And/or Negative Differential Pressures," is similar to the uplift-resistance test methods contained in FM 4450 and FM 4470 and results in uplift classifications Class 60, Class 75, Class 90, etc., which are similar to the FM 1-60, FM 1-75, FM 1-90, etc., respectively derived using FM 4450 and FM 4470. For example, a roof system that has an FM Class 60 approval classification is recommended for use where the ASD design wind load is 30 pounds per square foot (psf) or less, an FM Class 75 approval designation is recommended for use where the design wind load is 37.5 psf or less, and an FM Class 90 approval classification is recommended for use where the design wind load is 45 psf or less, and so forth.

FM Global's Loss Prevention Data Sheet 1-29, "Roof Deck Securement and Above-deck Roof Components," addresses FM Global's recommended guidelines for addressing wind-uplift capacity in Zone 2 (roof area perimeter) and Zone 3 (roof area corners).

FM Approvals online approval directory containing a listing of FM Approval's-approved roof systems and a copy of FM Global's Loss Prevention Data Sheet 1-29 can be viewed in the reference documents section of FM Approval's RoofNav application accessible at [www.roofnav.com](http://www.roofnav.com).

UL 580, "Standard for Tests for Uplift Resistance of Roof Assemblies" and UL 1897, "Standard for Uplift Tests for Roof Covering Systems" are the laboratory test methods and serve as the technical basis for Underwriters Laboratories (UL's) Inc.'s classifications (Class 30, Class 60, Class 90, etc.) for uplift resistance. UL's classifications do not apply a safety factor. A UL classification indicating a roof system that has a Class 30 designation has been tested and found resistant to uplift loads of 30 psf, a Class 60 designation has been tested and found resistant to uplift loads of 60 psf, a Class 90 designation has been tested and found resistant to uplift loads of 90 psf, and so forth. UL does not provide specific guidance regarding addressing wind-uplift capacity in Zone 2 (roof area perimeter) and Zone 3 (roof area corners).

Additional information regarding UL's wind-uplift classifications is available in UL's Roofing Materials & Systems Directory and in the certifications section of UL's website by accessing [www.ul.com](http://www.ul.com) and typing "TGIK" into the UL category code field.

Additional information regarding roof systems' wind-uplift capacities may also be available by contacting individual roof system manufacturers.

## Wind Load Design for Perimeter Edge Metal

The International Building Code references standard ANSI/SPRI ES-1, "Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems." This code requirement is applicable to roof slopes less than 2:12. Because a roof slope of 1½:12 or less was selected for this project, this report also contains design load calculations related to edge-metal system design.

ANSI/SPRI ES-1 includes two primary elements: determination of design wind loads at roof edges (perimeter edge metal) and testing for resistance loads of perimeter edge metal. However, IBC does not adopt ANSI/SPRI ES-1 in its entirety. It requires low-slope metal edge securement be designed and installed using IBC's Chapter 16—Structural Design and tested for resistance in accordance with ANSI/SPRI ES-1's Test RE-1, "Test Method for Dependently Terminated Roof Membrane Systems," RE-2, "Test Method for Dependently or Independently Terminated Edge Systems," and Test RE-3, "Test for Copings," as applicable.

The fundamental concept of wind design as it applies to perimeter edge-metal systems is that the tested wind-resistance (uplift-resistance) capacity of perimeter edge-metal system should be greater than or equal to the design resistance loads that will act upon the perimeter edge-metal system. Design wind-resistance loads are derived from a building's design wind loads, taking into consideration an appropriate safety factor. Roof Wind Designer determines roof systems' minimum recommended design wind-resistance loads. Using these minimum recommended design wind-resistance loads, users can select appropriate wind resistance perimeter edge-metal systems.

Wind-resistance capacities of perimeter edge-metal systems are determined by testing in accordance with the test methods in ANSI/SPRI ES-1. Once design wind loads and minimum recommended design wind-resistance loads (including a safety factor) are determined, designers can select appropriate perimeter edge-metal systems that have tested capacities equal to or greater than the minimum recommended design wind resistance loads.

### **Design Wind Loads Using ASCE 7**

IBC Chapter 16—Structural Design of IBC uses ASCE 7 as the basis for determining design wind loads; therefore, NRCA recommends using ASCE 7 for design wind load calculations instead of ANSI/SPRI ES-1.

As previously discussed in the section on Wind Load Design for Roof Systems, ASCE 7-16 provides two design methods to determine minimum load requirements for buildings: strength design and allowable stress design (ASD). The wind load calculations determined by the Envelope Procedure, Part 2: Low-rise Buildings (Simplified) method result in strength design values. However, roof systems and roof system components generally are designed using ASD.

Because ASD results often are used, a designer may want to adjust the strength design values to ASD values. A load-reduction factor is applied as a multiplier to adjust the values. An appropriate load-reduction factor is 0.6 and the calculation is expressed as follows:

$$\text{Strength design value} \times 0.6 = \text{ASD value}$$

Roof Wind Designer provides the calculations for strength design and then adjusts those values to ASD values.

#### Strength Design Method:

ASCE 7 identifies a vertical surface as a "roof zone" and a horizontal surface as a "wall zone." As previously mentioned, Zones 1 through 3 are associated with roof areas. For wall areas, ASCE 7-10 identifies two primary areas of differing horizontal wind loads: perimeter and corners. These areas are designated as Zones 4 and 5, respectively. The dimension that defines the distance of the perimeter and corner zones is the same distance "a" used with defining Zones 1 through 3 for roof areas.

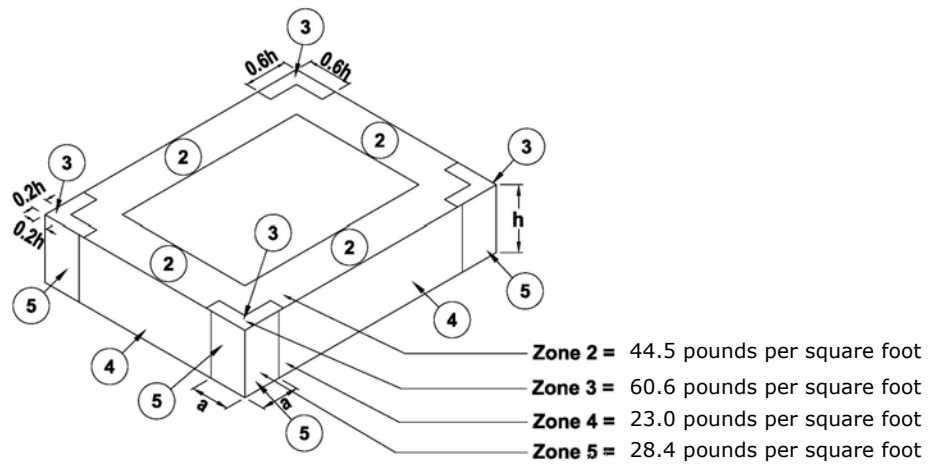
For the zones described by this report, the strength design wind loads determined using ASCE 7-10 are as follows:

<b>Zone2</b>	44.5 pounds per square foot
<b>Zone3</b>	60.6 pounds per square foot
<b>Zone4</b>	23.0 pounds per square foot
<b>Zone5</b>	28.4 pounds per square foot

Also, the calculated "h" dimension is as follows:

<b>a:</b>	7.3 feet
<b>h:</b>	25.0 feet
<b>0.2h:</b>	5.0 feet
<b>0.6h:</b>	15.0 feet

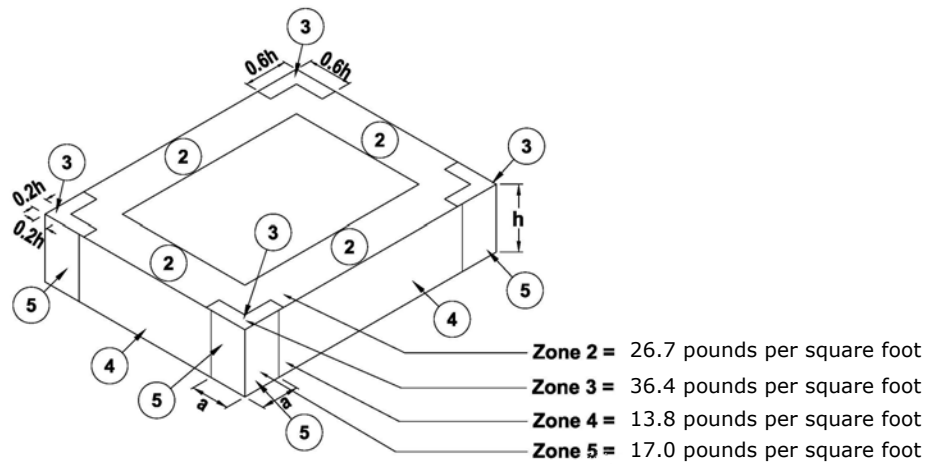
Graphically, these values are depicted as follows:



To adjust the strength design values to ASD values, a load-reduction factor of 0.6 should be applied. The ASD values determined for the wall area described by this report are as follows:

<b>Zone2</b>	26.7 pounds per square foot
<b>Zone3</b>	36.4 pounds per square foot
<b>Zone4</b>	13.8 pounds per square foot
<b>Zone5</b>	17.0 pounds per square foot

Graphically, these values are depicted as follows:



## Minimum Recommended Design Wind-resistance Loads

NRCA recommends designers include an appropriate safety factor in their design wind-resistance calculations for perimeter edge-metal flashings. NRCA suggests a minimum safety factor of 2.0 be applied to steel or aluminum edge-metal flashings. This is consistent with the minimum safety factor recommended in ANSI/SPRI ES-1's design wind load calculations section.

The safety factor is applied to the ASD values. The equation to determine required design wind-resistance load is:

$$\text{Design wind-resistance capacity} = [\text{ASD Design wind load}] \times [\text{Safety factor of 2.0}]$$

Taking into consideration the design wind-uplift loads, the minimum recommended design wind-resistance loads for the specific roof and wall areas described in this report are as follows:

<b>Zone2</b>	53.4 pounds per square foot
<b>Zone3</b>	72.7 pounds per square foot
<b>Zone4</b>	27.6 pounds per square foot
<b>Zone5</b>	34.1 pounds per square foot

*Please note: The safety factor used to determine minimum recommended design wind-resistance loads for perimeter edge metal may be a different value than the safety factor used in the roof system calculations.*

## Tested Resistance Load Capacities of Perimeter Edge Metal

Using the minimum recommended design wind-resistance values, a user can select an appropriately wind-resistant perimeter edge metal. The tested wind-resistance load capacity—commonly referred to as "load capacity"—of the perimeter edge metal should be greater than the minimum recommended design wind-resistance capacities for the perimeter edge-metal system to be considered appropriately wind-resistant.

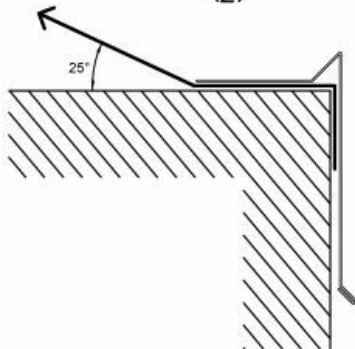
Tested wind-resistance capacities of edge-metal flashing systems are determined by testing. IBC requires the testing be done in accordance with the RE-1, RE-2 and RE-3 test methods contained in ANSI/SPRI ES-1 as applicable to the specific roof perimeter edge metal configuration. These three test methods are:

- Test RE-1, "Test Method for Dependently Terminated Roof Membrane Systems."
- Test RE-2, "Test Method for Dependently or Independently Terminated Edge Systems."
- Test RE-3, "Test for Copings."

The following images illustrate how to apply the design wind-resistance capacities (including a safety factor) for fascia, embedded edge metal and copings based on RE-1, RE-2 and RE-3:

$$\text{Force at Perimeter} = \left(\frac{r}{2}\right) \times 126.4 \text{ pounds per square foot}$$

$$\text{Force at Corners} = \left(\frac{r}{2}\right) \times 172.1 \text{ pounds per square foot}$$



where:

r = horizontal distance to first row of fasteners from edge of roof system

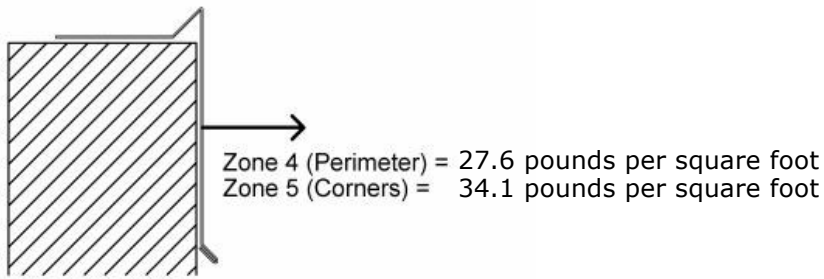
or

r = 6 feet, for ballasted roof systems

RE-1, "Test Method for Dependently Terminated Roof Membrane Systems."

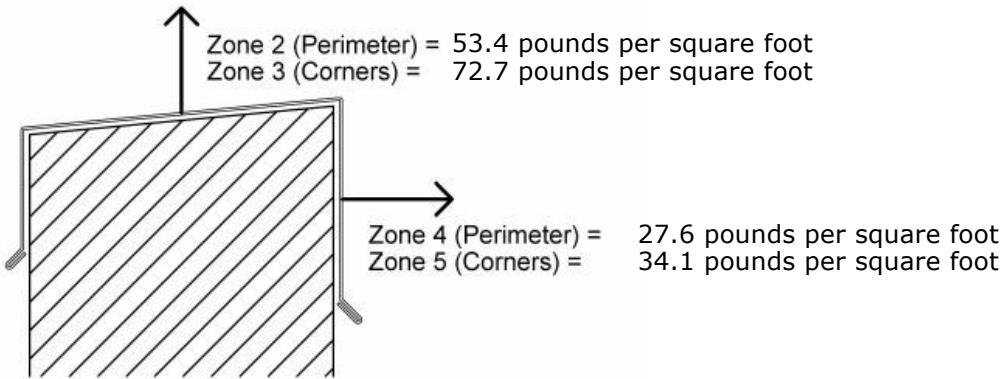
Note: The resultant forces indicated on the figure need to be further adjusted, depending on row spacing of the membrane fasteners or if the roof system is ballasted.

RE-1 tests an edge metal system's ability to restrain a membrane force from billowing. This test method is only applicable to ballasted and mechanically attached membrane systems that do not contain a "peel stop" within 12 inches of the roof edge. RE-1 is not applicable to adhered roof membranes.



RE-2, "Test Method for Dependently or Independently Terminated Roof Membrane Systems."

RE-2 tests resistances to horizontal (outward from building face) loads for gravel stops or fascias.



RE-3, "Test for Copings."

RE-3 tests copings' resistances to outward (horizontal) and upward (vertical) pressures.

Using these minimum recommended design wind-resistance load values, a user can select an appropriately wind-resistant edge-metal flashing system. The tested wind-resistance capacity of the edge-metal flashing system should be greater than the minimum recommended design wind-resistance loads for the edge-metal flashing system to be considered appropriately wind-resistant. This is expressed as:

$$\text{Tested wind-resistance capacity} \geq \text{Design wind-resistance capacity}$$

NRCA has conducted extensive testing using methods RE-2 and RE-3 of various edge-metal flashing profiles that are usually shop-fabricated. The edge-metal profiles tested are based upon the construction details contained in The NRCA Roofing Manual.

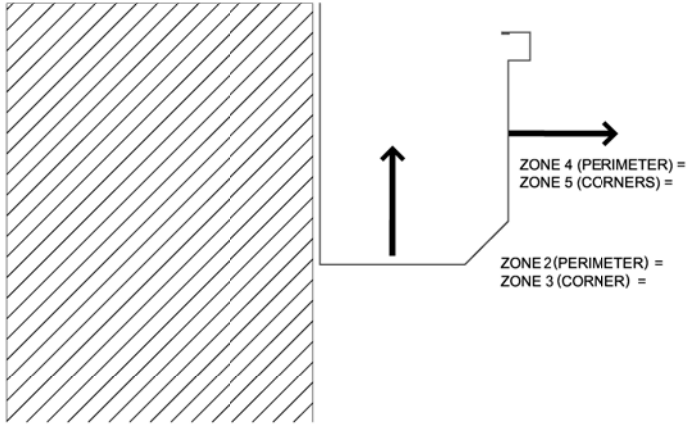
Visit [www.nrca.net/roofing/Shop-fabricated-edge-metal-testing-242](http://www.nrca.net/roofing/Shop-fabricated-edge-metal-testing-242) to view drawings of the specific edge-metal flashings that have been tested. The drawings contain the tested wind-resistance capacity values for each edge-metal flashing profile. NRCA maintains certification programs with Underwriters Laboratories Inc. and Intertek Testing Services, N.A. Each program has its specific set of tested edge-metal flashing profiles.

### Tested Resistance Load Capacities of Gutters

Using the minimum recommended design wind-resistance values, a user can select appropriately wind-resistant gutters. The tested wind-resistance load capacity—commonly referred to as "load capacity"—of the gutter should be greater than the minimum recommended design wind-resistance capacities for the gutter system to be considered appropriately wind-resistant.

Tested wind-resistance capacities of gutter systems are determined by testing. IBC requires the testing be done in accordance with SPRI G-1 and G-2. Test G-1: Horizontal test measures the resistance of the gutter system to test forces acting outwardly (away from the building.) Test G-2 measures the resistance of the gutter system to test forces acting upwardly tending to lift the gutter off the building.

The following image illustrates how to apply the design wind-resistance capacities (including a safety factor) gutters based on G-1 and G-2:



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**68.9 pounds per square foot**
6. The safety factors used in calculating the minimum recommended design wind resistance loads for which your roof system should be designed is determined in reliance on ASTM D6630, "Standard Guide for Low Slope Insulated Roof Membrane Assembly," AISI S100, "North American Specification for the Design of Cold-formed Steel Structural Members," AA ADM1, "Aluminum Design Manual: Part 1-A—Specification for Aluminum Structures, Allowable Stress Design; and Part 1-B—Aluminum Structures, Load and Resistance Factor Design," and ANSI/SPRI ES-1 "Test Standard for Edge Systems Used with Low Slope Roofing Systems."
7. Roof Wind Designer relies upon your input to generate a Report intended to serve as a guide in determining the appropriate design wind loads and minimum recommended design resistance loads for roof systems. The Report applies only to the specific building identified by you and relies solely on the input supplied by you.
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## **Pull Test Results**

**Date:** 9/30/2025

**Project:** Grambling University Carver Hall annex  
Grambling, La.

**Witnesses:** Matt Kuhlman, Woody Whittington

**Pull Tester:** Com Ten Model #FGC1000

**Temperature:** 85 Degrees Sunny 10:00 am

**Deck :** Structural Concrete with Lightweight Insulating Concrete

**Type Fasteners Tested:** Soprema 1.7" Base Sheet Fastener

**Existing Roof:** Vented base sheet Tapered Perlite 2 ply SBS Modified

### **Pull Test Results**

Pull #1 126 lbf

Pull #2 133 lbf

Pull #3 132 lbf

Pull #4 92 lbf

## Gutter Sizing Calculator – Instantly Find the Right Gutter Size for Your Roof

Roof Area \* (sq ft)

3780

Total horizontal area of the roof draining to the gutter.

Roof Pitch \*

Flat (0:12 – 3:12)



Steeper roofs collect more rain. Choose the closest match.

Maximum Rainfall Intensity \* (in/hr)

7.2

Find your local 5-min max rainfall (NOAA or local weather data).

Number of Downspouts \*

3

Total downspouts draining this gutter run.

Gutter Type \*

K-Style



K-style gutters hold more water per inch than half-round.

Gutter Material

Aluminum



Material does not affect sizing, but may affect installation.

## Results

### Your Inputs:

Roof Area: **3,780.00 sq ft**  
Roof Pitch: **Flat (0:12 – 3:12)**  
Max Rainfall: **7.20 in/hr**  
Downspouts: **3**  
Gutter Type: **K-Style**  
Material: **Aluminum**

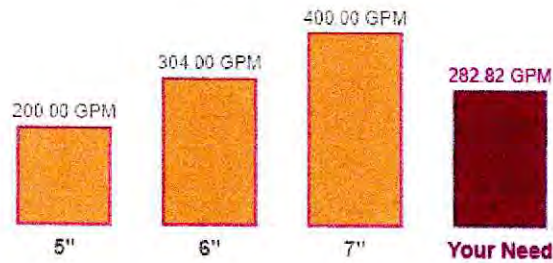
### Recommended Gutter Size: **6" K-Style**

**Adjusted Roof Area:** 3,780.00 sq ft  
**Total Required Gutter Flow:** 282.82 gallons/minute (GPM)  
**Per Downspout Flow:** 94.27 GPM  
**Recommended Downspout Size:** 3x4" or larger

### Summary:

Based on your roof area, pitch, and rainfall, you should install **6" K-Style** gutters with at least **3x4" or larger** downspouts per run. This setup can safely handle your maximum expected rainfall.

### Gutter Size vs. Flow Capacity



Bar chart shows how your required gutter flow compares to standard gutter sizes.