



INVITATION TO BID

SUBMIT BID TO: Grambling State
University Purchasing Department
purchasingbids@gram.edu

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

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

ARCHITECTS on Record:
Newman Marchive Incorporated
2800 Youree Drive, Suite 310
Shreveport, LA 71104
(318) 219-1814

Bid Number: 50018-270002

DATE: J ULY 23, 2026

TITLE: RESIDENTIAL HALL KITCHENETTE RENOVATIONS

BID SCHEDULE: AUGUST 25, 2026

DUE DATE/TIME (*email only*): AUGUST 25, 2026, BY 2:00 PM

CST BID OPENING (*Zoom*): AUGUST 25, 2026, AT 2:45 PM CST

MEETING ID: 875 0341 1132

PASSWORD: 616541

<https://us06web.zoom.us/j/87503411132?pwd=cDIaDMzC4S5xu94yKbsbLsOSxF1AAK.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. Electronic submission is the preferred method for this solicitation. Sealed hard-copy bids will also be accepted. All bids must be received by the Purchasing Office or through the electronic bidding system no later than the date and time stated in this IFB. Bids received after the deadline will not be opened or 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 50018-27XXXX - Title; Bid Submittal 2 out of 3 for IFB-50018-27XXXX - 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. Read the entire solicitation, including all terms, conditions and specifications within this packet.
7. 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.

8. 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.
9. Payment terms: Net 30 after receipt of properly executed invoice or delivery and acceptance, whichever is later.
10. 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.
11. 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.
12. **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.**
13. 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.

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 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: Mandatory on August 4, 2026 at the Purchasing Conference Room, 429 Maine Street, Grambling, LA 71245. 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

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 (BY REQUEST)** 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

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

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: _____

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 than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

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

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

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

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

BY: _____
AGENT OR ATTORNEY-IN-FACT(SEAL)

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: _____

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: _____

**Request for Taxpayer
Identification Number and Certification**

Go to 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.

Print or type. See Specific Instructions on page 3.	1 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.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: 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. ☐ Other (see instructions) _____	4 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) _____ (Applies to accounts maintained outside the United States.)
	3b 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 ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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.

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.

Social security number											
				-				-			
or											
Employer identification number											
					-						

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.

Sign Here	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.

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
GSU PO Box 4249
Grambling, La 71245
(Owner to provide name and address of owner)

BID FOR: Residential Life Kitchenette Revocations
IFB 50018-270002
(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: Grambling State University Purchasing Office and dated: July 23, 2026
(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 (\$ _____)

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
GSU PO Box 4249
Grambling, La 71245

(Owner to provide name and address of owner)

BID FOR: Residential Life Kitchenette Renovations
IFB 50018-270002

(Owner to provide name of project and other identifying information)

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

DESCRIPTION :	☐ Base Bid or ☐ Alt.# __			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>

DESCRIPTION:	☐ Base Bid or ☐ Alt.# __			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>

DESCRIPTION:	☐ Base Bid or ☐ Alt.# __			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>

DESCRIPTION:	☐ Base Bid or ☐ Alt.# __			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>

DESCRIPTION:	☐ Base Bid or ☐ Alt.# __			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>

DESCRIPTION:	☐ Base Bid or ☐ Alt.# __			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>

DESCRIPTION:	☐ Base Bid or ☐ Alt.# __			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>

DESCRIPTION:	☐ Base Bid or ☐ Alt.# __			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>

Wording for “DESCRIPTION” is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

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. **The last day to receive inquiries shall be by the close of business August 11, 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. 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 (\$300) three-hundred 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. 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. **COMMERICAL 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.

ARCHITECT SEALS PAGE

ARCHITECTS

Newman Marchive Incorporated
2800 Youree Drive, Suite 310
Shreveport, LA 71104
(318) 219-1814

GRAMBLING STATE UNIVERSITY
KITCHENETTE RENOVATIONS
DIVISION 00 THRU DIVISION 26

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

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STATE OF Louisiana

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)

(c) Extortion (R.S. 14:66)

(b) Corrupt influencing (R.S. 14:120)

(d) Money laundering (R.S. 14:230)

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

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

(f) Bank fraud (R.S. 14:71.1)

(b) Identity Theft (R.S. 14:67.16)

(g) Forgery (R.S. 14:72)

(c) Theft of a business record
(R.S.14:67.20)(h) Contractors; misapplication of
payments (R.S. 14:202)

(d) False accounting (R.S. 14:70)

(i) Malfeasance in office (R.S. 14:134)

(e) Issuing worthless checks
(R.S. 14:71)**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.

GSU Kitchenette Renovations
Name of Project

253144
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

STATE OF LOUISIANA
PARISH OF «PARISH OF CONTRACTOR»

PROJECT NO.: 253144

NAME: GSU Kitchenette Renovations

Douglass Hall-141 Sandle St.

Robinson Hall – 403 Main St.

Wheatley- 143 Sandle St

LOCATION: Grambling Louisiana

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 _____, 2026.

NOTARY

AGREEMENT FORM

GENERAL

Grambling State University standard contract follows this page and is hereby incorporated into the project manual.

END OF SECTION



AIA[®] Document A105[™] – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

Init.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated _____, and enumerated as follows:

Drawings:
Number

Title

Date

Specifications:
Section

Title

Pages

.3 addenda prepared by the Architect as follows:

Number

Date

Pages

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement;
and

.5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement.

☐ By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is: (\$)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work

Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Init.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

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

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts

they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

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

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 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, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

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

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

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

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

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

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

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

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

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

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

LICENSE NO.:

JURISDICTION:

SUPPLEMENTARY CONDITIONS

The following document modifies, changes, deletes from or adds to the AIA A105-2017 Edition.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions modify, change, delete from or add to the AIA Document A105-2017. Where any Article of the Contract is modified or deleted by these supplements, the unaltered provisions of contract 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 5- INSURANCE

INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS

5.1 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.

5.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

5.2.1 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.

5.2.2 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>
New Buildings:			
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
Renovations:	The building(s) value for the Project is \$_____.		
Each Occurrence Minimum Limit	\$1,000,000**	\$2,000,000**	\$4,000,000**
Per Project Aggregate	2 times per occur limit**	2 times per occur limit**	2 times per occur limit**

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

5.2.3 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.

5.2.4 Excess Umbrella

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

5.2.5 Builder's Risk

5.2.5.1 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.

5.2.5.2 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.

5.2.5.3 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.

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

5.2.6 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.

5.3 OTHER INSURANCE PROVISIONS

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

5.3.1.1 Worker's Compensation and Employers Liability Coverage

5.3.1.1.1 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.

5.3.1.2 Commercial General Liability Coverage

5.3.1.2.1 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.

5.3.1.2.2 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.

5.3.1.3 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.

5.3.1.4 All Coverages

- 5.3.1.4.1** 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.
- 5.3.1.4.2** 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.
- 5.3.1.4.3** 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.
- 5.3.1.4.4** 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.

5.3.2 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.

5.3.3 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:

Grambling State of University
State of Louisiana
1 Facility Drive
Grambling, Louisiana 71245
Attn: Project # 213142

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.

5.3.4 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

5.3.5 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.

5.3.6 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.

5.4 PERFORMANCE AND PAYMENT BOND

- 5.4.1** 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.
- 5.4.2** 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.

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

The Contractor shall record within thirty (30) days the 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 10

CHANGES IN THE WORK

10.4 CHANGE ORDERS

10.4.1 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.

10.4.2 “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:

10.4.2.1 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 10.4.7

10.4.2.2 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.

10.4.2.3 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 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.

10.4.2.4 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.

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

10.4.3 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.

10.4.4 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 10.4.2) and Overhead and Profit (as defined at Section 10.4.3), and shall be computed as follows:

10.4.4.1 When all of the Work is General Contractor Work; 15% markup on the Cost of the Work.

10.4.4.2 When the Work is all Subcontract Work; 15% markup on the Cost of the Work for Subcontractor’s Overhead and Profit, plus 10% markup on the Cost of the Work, not including the Subcontractor’s Overhead and Profit markup, for General Contractor’s Overhead and Profit.

10.4.4.3 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 10.4.4.1 and that portion of the direct cost that is Subcontract Work shall be computed per Section 10.4.4.2.

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.

10.4.4.4 Subcontract cost shall consist of the items in Section 10.4.2 above plus Overhead and Profit as defined in Section 10.4.3.

10.4.5 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.

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

10.4.7 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 jobsite overhead as required. 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.

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

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

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

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

10.4.8.4 Cost of supervision refers to section 10.4.2.1, with exception as provided in Section 10.4.7.

10.4.9 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.

BONDS - PERFORMANCE AND PAYMENT

GENERAL

GOVERNING STANDARD AIA DOCUMENTS:

The American Institute of Architects (AIA) "Performance Bond and Payment Bond", AIA Document Number A-312a, December 2010 Edition; are hereby incorporated into and made a part of this Project Manual.

END OF SECTION



AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name
and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____



AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name
and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____

Name
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Init.

BONDS - PERFORMANCE AND PAYMENT

GENERAL

GOVERNING STANDARD AIA DOCUMENTS:

The American Institute of Architects (AIA) "Performance Bond and Payment Bond", AIA Document Number A-312a, December 2010 Edition; are hereby incorporated into and made a part of this Project Manual.

END OF SECTION

CERTIFICATE OF INSURANCE

Form for Certificate of Insurance shall be industry standard forms.

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE
	☐ COMMERCIAL GENERAL LIABILITY	☐	☐				DAMAGE TO RENTED PREMISES (Ea occurrence)
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO	☐	☐				BODILY INJURY (Per person)
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)
	☐ HIRED AUTOS						
	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB	☐	☐				EACH OCCURRENCE
	EXCESS LIAB	☐	☐				AGGREGATE
	DEDUCTIBLE						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☐ N ☐ N/A						E.L. EACH ACCIDENT
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

REQUEST FOR INFORMATION DURING BIDDING

The following "RFI" Form shall be used by ALL BIDDERS (Prime, Non-Prime and Material Suppliers) requesting clarification of Bid Documents.

Newman Marchive Incorporated
A Professional Corporation
A Veteran Owned Small Business
2800 Youree Drive, Suite 310
Shreveport, LA 71104
Phone: (318) 219-1814
Fax: (318) 219-1818
E-mail: marchive@newmaninc.com

Request for Information during Bidding

Project Name: GSU Kitchenette Renovations

OWNER'S Project No.:

NM Project No.: 253144

Company Name: _____

Company Contact: _____

Subject: _____

Drawing No.: _____

Specification Section: _____

Questions: (Number each one)

Answer: (To be provided by Design Team) (If necessary, response will be included in Addenda)

PRODUCTS FORM - PRIOR APPROVALS

PART 1 - GENERAL

RELATED DOCUMENTS

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

The following related requirements are included or specified in other sections:

- A. General Conditions: Section 00 70 00.
- B. Submittals and Shop Drawings: Section 01 33 00.

SUMMARY

This Section specifies administrative and procedural requirements for handling requests for substitutions made prior to acceptance of bids.

The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittals."

Standards: Refer to Section "Definitions and Standards" for applicability of industry standards to products specified.

Procedural requirements governing the Contractor's selection of products and product options are included under Section "Materials and Equipment."

DEFINITIONS

Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.

Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor prior to acceptance of bids are considered requests for "substitutions." The following are not considered substitutions:

- Revisions to Contract Documents requested by the Owner or Owner's Representative.
- Specified options of products and construction methods included in Contract Documents.
- The Contractor's determination of an compliance with governing regulations and orders issued by governing authorities.

SUBMITTALS

Substitution Request Submittal: Requests for substitution will be considered if received at least 7 working days (weekends excluded) prior to submittal of bids. Requests received less than 7 working days before the bid opening, will be rejected by the Architect.

- Submit 3 copies of each request for substitution for consideration. Submit requests in the form and in accordance with the procedures required in the Bid Documents.
- Identify the product, or the fabrication or installation method to be replaced in each request.
- Include related Specification Section and Drawing numbers.

Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

Product Data, including Drawings and descriptions of products, fabrication, installation procedures, and manufacturer's instructions for use.

Samples, where applicable or requested.

A detailed comparison of significant qualities of the proposed substitution with those of the work specified; significant qualities may include elements such as size, weight, durability, performance and visual effect.

Coordination information, including a list of changes or modifications needed for other parts of the work and for construction performed by the Owner and separate contractors that will become necessary to accommodate the proposed substitution.

Certification by the Contractor that the substitution proposed is in every significant respect equivalent to or better than that required by the Contract Documents, and that it will perform adequately in the application indicated.

All substitutions, properly submitted, will be addressed by addenda, if acceptable, prior to bid opening. The last date for issue of an addenda will be 72 hours prior to the bid opening (excluding holidays, Saturday and Sunday) unless there is a need to extend the time for bidding.

PART 2 - PRODUCTS

SUBSTITUTIONS

Conditions: The Contractor's substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record noncompliance with these requirements.

Extensive revisions to Contract Documents are not required.

Proposed changes are in keeping with the general intent of Contract Documents.

The request is timely, fully documented, and properly submitted.

The request is directly related to an "or equivalent" clause or similar language in the Contract Documents.

The specified equipment, product or method of construction cannot be provided within the Contract Time. The request will not be considered if the equipment, product or method cannot be provided as a result of failure to pursue the work promptly or coordinate activities properly.

PART 3 - EXECUTION (Not Applicable)

NEWMAN MARCHIVE INCORPORATED
A Professional Corporation
A Veteran Owned Small Business
2800 Youree Drive, Suite 310
Shreveport, LA 71104
Phone: 318-219-1814

Last Day to Request Prior Approval: Seven (7) working days, (excluding weekends and holidays) prior to bid opening time and date.

REQUEST FOR PRIOR APPROVAL

Project Name: GSU Kitchenette Renovations

Company Name: _____

Company Contact: _____

Project No.

NMI Project No.: 253144

Specification Section: _____

Specified Product: _____

Substitution Product: _____

Related Specification Sections: _____

Related Drawings and Specific Details: _____

Attach Certification Statement that proposed substitution is in every significant respect equivalent or better than that specified.

Submit project specific product information as required in this specification section.

Notice: This form must be completed and submitted with each request for prior approval. If not complete it will be grounds for rejection of the request.

CERTIFICATE OF SUBSTANTIAL COMPLETION FORM

The American Institute of Architects (AIA) "Certificate of Substantial Completion" AIA Document Number G704-2017; are hereby incorporated into and made a part of this Project Manual.

Louisiana Law – R.S. 33:2241 – Acceptance of Governing Authority

§2241.1 – Acceptance of Governing Authority

Whenever the public entity enters into a contract for the construction, alteration, or repair of any public works, in accordance with the provisions of R.S. 38:2241, the official representative of the public entity shall have recorded in the office of the recorder of mortgages, in the parish where the work has been done, an acceptance of said work or of any specified area thereof upon substantial completion of the work. Those public entities which do not file said recordation, shall require the contractor to have recorded in the office of the recorder of mortgages, in the parish where the work has been done, an acceptance of said work or of any specified area thereof upon substantial completion of the work. This acceptance shall not be executed except upon the recommendation of the architect or engineer of the public entity whose recommendation may be made upon completion or substantial completion of said public works within thirty days of completion of the project. "Substantial Completion" is defined for the purpose of this Chapter, as the finishing of construction, in accordance with the contract documents as modified by any change orders agreed to by the parties, to the extent that the public entity can use or occupy the public works or use or occupy the specified area of the public works for the use for which it was intended. The recordation of an acceptance in accordance with the provisions of this Section upon substantial completion shall be effective as an acceptance for all purposes under this Chapter.

Acts 1991, No. 947, §1, eff. July 24, 1991.

(LFM – 11/2013 – Rev. 12/02/2014)



AIA[®] Document G704[™] – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:
Date:

CERTIFICATE INFORMATION:

Certificate Number:
Date:

OWNER: *(name and address)*

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

OWNER *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

CONSENT OF SURETY TO FINAL PAYMENT FORM

GENERAL

GOVERNING STANDARD AIA DOCUMENTS:

The American Institute of Architects (AIA) "Consent of Surety to Final Payment", AIA Document Number G-707, 1994 Edition; is hereby incorporated into and made a part of this Project Manual.



AIA[®] Document G707[™] – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER ☐

CONTRACT FOR:

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: *(Name and address)*

CONTRACT DATED:

SURETY ☐

OTHER ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

WARRANTY PRESCRIPTION

Louisiana Law – R.S. 38:2189 Prescription

§2189. Prescription

Any action against the contractor on the contract or on the bond, or against the contractor or the surety or both on the bond furnished by the contractor, all in connection with the construction, alteration, or repair of any public works let by the state or any of its agencies, boards or subdivisions shall prescribe 5 years from the substantial completion, as defined in R.S. 38:2241.1, or acceptance of such work, whichever occurs first, or of notice of default of the contractor unless otherwise limited in this Chapter.

Added by Acts 1962, No. 15, §1. Amended by Acts 1975, No. 250, §1.

END OF SECTION

ADDENDA

All written and graphic instructions issued during the bidding period and prior to execution of an agreement to clarify, revise, add to, or delete information in the original documents or in previous addenda shall be issued under separate volumes and shall be a part of the document as if inserted herein.

Louisiana Law R.S. 38:2212

C.(1) Except as provided by Paragraph (2) of this Subsection, the public entity may, through the issuance of an addendum, extend the bid period for up to thirty days, without the requirement of readvertising as provided by Subsection A of this Section.

(2)(a) If a public entity issues or causes to be issued on a public work exceeding the contract limit any addendum modifying plans and specifications within a period of seven days prior to the advertised time, or the time extended as provided for in this Section, for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays, then the public entity shall transmit a copy of the addendum to all prime bidders who have requested bid documents pursuant to Subparagraph (A)(1)(e). This shall be completed within twenty-four hours of the issuance of the addendum and may be delivered by facsimile transmission, e-mail, other electronic means, or by hand, provided the prime bidder has supplied the facsimile transmission number or e-mail address to the public entity. In addition to the transmission required in this Paragraph, a copy of the addendum shall be sent by regular mail to all prime bidders who have requested bid documents pursuant to Subparagraph (A)(1)(e) of this Section. If the addendum cannot be transmitted by facsimile transmission, e-mail, or other electronic means, or otherwise effected by hand delivery, the public entity shall postpone the bid opening by at least seven days.

(b) No public entity shall issue or cause to be issued any addenda modifying plans and specifications within a period of seventy-two hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays; however, if the necessity arises to issue an addendum modifying plans and specifications within the seventy-two-hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended for at least seven but not more than twenty-one working days, without the requirement of readvertising as provided by Subsection A of this Section. The addendum shall state the revised time and date for the opening of bids.

END OF SECTION

SECTION 01 11 00 - SUMMARY OF THE WORK

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings, general provisions of Contract, including General and Supplementary Conditions, and other Division-1 Specification Sections, apply to work of this section.

PROJECT/WORK IDENTIFICATION:

General: Project name is GSU- Dorm Kitchenettes as shown on Contract Documents prepared by Newman Marchive Incorporated, A Professional Corporation, Architecture / Environmental Consulting. Drawings and Specifications are dated , 2026.

The work: Carpentry- Cabinets; Painting/Gypsum Board; Plumbing, Electrical.

Work Performed Under Separate Contracts: None

Work Performed by the Owner:

Items Provided by the Owner and Contractor Installed:

Appliances:

1. Refrigerator
2. Range
3. Hood

PLAN OF ACTION:

Submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan the sequencing of all work, the interface of trades involved in the performance of work, methods to be used to assure the safety of building occupants and visitors to the site, disposal plan including location of approved disposal site, and a detailed description of the methods to be employed to control pollution. The plan must be coordinated with the Architect prior to commencement of work.

INSPECTION:

Prior to commencement of work, inspect areas in which work will be performed. Prepare a listing of damage to structure, surfaces, equipment or of surrounding properties which could be misconstrued as damage resulting from the work. Photograph or videotape existing conditions as necessary to document conditions. Submit to the Architect prior to starting work. If the above submittal is not made prior to the start of work, the contractor will assume full responsibility for damaged, lost or stolen property and/or equipment discovered during or at completion of the work.

CONTRACTOR USE OF PREMISES:

General: The Contractor shall limit his use of the premises to the work indicated, so as to allow for Owner occupancy and use by the public.

Use of the Site: Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.

Keep existing driveways and entrances serving the premises clear and available to the Owner and his employees at all times. Do not use these areas for parking or storage of materials.

Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary, obtain and pay for such storage off site.

Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons.

OWNER OCCUPANCY:

Full Owner Occupancy: The Owner will occupy the site and the existing building during the entire period of construction. Cooperate fully with the Owner or his representative during construction operations to minimize conflicts and to facilitate Owner usage. Perform the work so as not to interfere with the Owner's operation.

The Owner will provide a designated person as the primary contact during construction.

Existing Utilities:

Existing Utility interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Owner's written permission.

SUBMITTALS

Before the Start of Work: Submit the following to the Architect for review. Do not begin work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.

Plan of Action: Submit as a written report in the same manner as product data.

Inspection: Report on inspection carried out as required by this section. Include copies of all photographs, video tapes, etc. Submit in the same manner as product data.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 11 00

SECTION 01 26 63 – CHANGE ORDER FORM

The American Institute of Architects (AIA) "Change Order" AIA Document Number G701-2001, is hereby incorporated into and made a part of this Project Manual.



AIA[®] Document G701[™] – 2017

Change Order

PROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:
Date:

CHANGE ORDER INFORMATION:

Change Order Number:
Date:

OWNER: *(name and address)*

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original (Contract Sum) (Guaranteed Maximum Price) was \$ _____

The net change by previously authorized Change Orders \$ _____

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ _____

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of \$ _____

The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be \$ _____

The Contract Time will be (increased) (decreased) (unchanged) by () days.

The new date of Substantial Completion will be _____

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

SECTION 01 31 13 - PROJECT COORDINATION

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this section.

SUMMARY

This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:

Administrative and Supervisory Personnel

Progress Meetings

Pre-Construction Conference

Daily Log

Special Reports

Contingency Plans

Notifications to Other Entities at Job Site

Requirements for the Contractor's Construction Schedule are included in Section "Submittals".

ADMINISTRATIVE AND SUPERVISORY PERSONNEL

General Superintendent: Provide a General Superintendent who is experienced in administration and supervision of projects of this scope including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the Contractor's Representative responsible for compliance with all applicable federal, state and local regulations.

PROGRESS MEETINGS

General: In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, the Architect and Contractor will schedule general progress meetings each month. These meeting will be scheduled, where possible, at time of preparation of payment request. The Contractor shall require each entity that is involved in planning, coordination or performance of work to be properly represented at each meeting.

PRE-CONSTRUCTION CONFERENCE

An initial progress meeting, recognized as "Pre-Construction Conference" will be convened by the Owner's Representative prior to start of any work. Meet at project site, or as otherwise directed with General Superintendent, Owner, Owner's Representative, Project Administrator, and other entities concerned with the work.

72 hours advance notice will be provided to all participants prior to convening Pre-Construction Conference.

This is an organizational meeting, to review responsibilities and personnel assignments of all parties involved in the work. All parties shall have reviewed the requirements of the work and be prepared to bring up any and all items that may result in construction problems or change orders.

DAILY LOG

Daily Log: Maintain within the Contractors job shack a daily log documenting the dates and time of but not limited to, the following items:

Meetings; purpose, attendees, brief discussion

Visitations; authorized and unauthorized

Personnel; by name, entering and leaving the work area – including date and time

Special or unusual events, accidents

Upkeep of Record Drawings and Specifications

Work Progress Schedule

Make available a copy of this log to Project Administrator on a daily basis or as requested.

Submit copies of this log at final closeout of project as a project close- out submittal.

SPECIAL REPORTS

General: Except as otherwise indicated, submit special reports directly to Owner within one day of occurrence requiring special report, with copy to the Architect and others affected by occurrence.

Reporting Unusual Events: When an event of unusual and significant nature occurs at site, prepare and submit a special report listing chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information.

Reporting Accidents: Prepare and submit reports of significant accidents at site and anywhere else work is in progress. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

Report Discovered Conditions: When an unusual condition of the building is discovered during the work (e.g. leaks, termites, corrosion) prepare and submit a special report indicating condition discovered.

CONTINGENCY PLAN

Contingency Plan: Prepare a contingency plan for emergencies including fire, accident, power failure, or any other event that may cause a threat to people and property.

NOTIFICATIONS

Architect

Notify Architect one (1) week before covering up work to allow the Architect time to schedule and observe work including Mechanical, Electrical, Plumbing, Fire Sealants, Fire and Smoke Walls and Barriers, Shear Walls and Structural Items and other code required work.

Notify emergency service agencies including fire, ambulance, police or other agency that may service the abatement work site in case of an emergency. Notification is to include methods of entering work area, emergency entry and exit locations, modifications to fire notification or fire fighting equipment, and other information needed by agencies providing emergency services.

Notifications of Emergency: Any individual at the job site may notify emergency service agencies, if necessary, without effect on this Contract or the Contract Sum.

Notification Required by OSHA: Hazard Communication Act for Construction Projects. Have all required SDS information readily available.

SUBMITTALS

Before the Start of Work: Submit the following to the Architect for review. No work shall begin until these submittals are returned with the Architect's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.

Contingency Plans: for emergency actions.

Telephone Numbers: and location of emergency services.

Notifications: sent to other entities at the work site.

Notifications: sent to emergency service agencies.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (non-applicable)

END OF SECTION 01 31 13

SECTION 01 31 19 – PROJECT MEETINGS

PART 1 - GENERAL

The following is a list of meetings for this project as referenced in other sections.

Pre-Bid Meeting – Time and Place noted in Advertisement or Request.

Pre-Construction Meeting – Time and Place acceptable to the Owner, issued by the Architect.

Monthly Job Progress Meeting – Date & Time agreed to by all parties.

Substantial Completion Meeting – scheduled near day of requested substantial completion, but not before Contractor provides his “Punch List” of work not complete.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Non-Applicable)

END OF SECTION 01 31 19

SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

RELATED DOCUMENTS

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

SUMMARY

This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:

- Contractor's construction schedule.
- Submittal schedule.
- Shop Drawings.
- Product Data.

Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

- Permits
- Applications for payment
- Performance and Payment bonds
- Insurance certificates
- List of Subcontractors

SUBMITTAL PROCEDURES

Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.

Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.

The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Owner's Representative using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.

CONTRACTOR'S CONSTRUCTION SCHEDULE

Schedule: Provide proposed detailed schedule including work dates, work shift time, number of employees, dates of start and completion including dates of preparation work, removals and final inspection dates.

Critical Path: The construction schedule shall set forth each segment of the work on a critical path of events and material delivery dates. This schedule shall show activities that are dependent upon each other and the longest path for completion of those activities.

SHOP DRAWINGS

Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.

Shop Drawings include fabrication and installation drawings, schedules, and similar drawings. Include the following information:

- Dimensions.
- Identification of products and materials included.
- Compliance with specified standards.
- Notation of coordination requirements.
- Notation of dimensions established by field measurement.

Sheet Size: Submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 24" x 36".

Initial Submittal: Submit one (1) copy for Architectural submittals and two (2) copies for mechanical / electrical and structural submittals for the Architect / Engineer review. Unless non-compliance with contract document provisions is observed, the submittal may serve as the final submittal. Also, submit it in electronic form by email to Architect.

One of the copies returned shall be marked up and maintained as a "Record Document".

The Contractor shall copy and distribute submittals with Architect/Engineer's review stamp and notes to material suppliers and subcontractors.

Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction. Shop Drawings submitted to the Architect must have the Contractor's acceptance.

Note: Shop Drawing will be rejected if they are not project specific.

PRODUCT DATA

Collect Product Data into submittals in accordance with Specification sections. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

- Manufacturer's printed recommendations.
- Compliance with recognized trade association standards.
- Compliance with recognized testing agency standards.
- Application of testing agency labels and seals.
- Notation of dimensions verified by field measurement.
- Notation of coordination requirements.

Shop Drawing Data that is not project specific will be rejected.

Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

Submittals (Product Data): Submit 2 / 3 copies of each required submittal. Also, submit to the Architect and electronic copy by email.

The Contractor shall copy and distribute submittals with Architect's review stamp notes only.

Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.

Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.

Do not permit use of unmarked copies of Product Data in connection with construction.

Products requiring testing agency labels and seals shall have separate submittal data from that testing agency. Manufacturers printed literature does not meet this requirement.

CONTRACTOR'S ACTION

The Contractor shall stamp each Shop Drawing and Product Data submittal. Submittal received without the Contractor's stamp and signature will not be accepted. The Contractor shall certify to the review of the submittal verification of product, field measurements and field construction criteria and coordination of the information within the submittal for compliance with the Contract.

ARCHITECT'S ACTION

Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.

Compliance with specified characteristics is the Contractor's responsibility.

Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

Reviewed: This block marked states that the submittal for that part of the work may proceed provided it complies with requirements of the contract documents; final acceptance will depend upon that compliance.

Furnish As Corrected: This block marked states that the submittal for that part of the work has been reviewed with corrections noted by the architect and may proceed provided it complies with requirements of the contract documents; final acceptance will depend upon that compliance.

Revise and Resubmit: This block marked states that the submittal was found to not be in compliance with the contract documents. Resubmittal with appropriate corrections is required.

Submit Specified Item: This block marked states that only the specified item will be accepted.

Rejected - See Remarks: This block marked states, the submittal is not in compliance with the contract documents.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

SECTION 01 41 00 – REGULATORY REQUIREMENTS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-01 Specification Sections, apply to this section.

SUMMARY

This section sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.

Requirements include adherence to work practices and procedures set forth in applicable codes, regulations and standards.

Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

REGULATORY REQUIREMENTS:

Permits, Fees and Notices: The Contractor shall be responsible for all permits, fees and notices as outlined in the General Conditions.

Laws, Statutes, Ordinances, Building Codes, and Rules and Regulations: The Contractor shall be responsible to find out that the Contract Documents are in accordance with the applicable items listed above. These include, but are not limited to the following:

NFPA 101-2015

The International Building Code – 2021

International Mechanical Code

International Fire Code

International Plumbing Code

National Electric Code – 2020 with Louisiana Amendments

ADA Accessible Design – the 2010 Standard

Fair Housing: Accessibility Guidelines – Revised April 1998

All other local, state and federal codes and ordinances

ADA/ABA Measurements and Tolerances:

American with Disabilities Act (ADA) and the Architectural Barriers Act (ABA) are the laws that are the basis for the design guidelines published by the U.S. Access Board. These guidelines are the basis for standards of State and Federal agencies that are used to enforce the ADA and ABA. The standards state the maximum / minimum dimensions allowed in construction and are absolute. Construction exceeding specified measurements is not allowed, even if said construction is within normal construction tolerances. The as-built measurements cannot exceed the maximum dimensions. If any item is found to not comply with the ADA Guidelines or Standards. It must be removed and corrected at the Contractor's expense.

CODES AND REGULATIONS

General Applicability of Codes and Regulations, and Standards: Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.

Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to the work. The Contractor shall hold the Owner and Owner's Representative, and Architect harmless for failure to comply with any applicable work or other regulation on the part of himself, his employees, or his subcontractors.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 41 00

SECTION 01 42 19 - REFERENCE STANDARDS

PART 1 - GENERAL

RELATED DOCUMENTS:

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

SUMMARY

General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.) Certain terms used in Contract Documents are defined in this article.

General Requirements: The provisions or requirements of Division-1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.

DEFINITIONS:

General: Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.

Indicated: This term refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.

Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Owner's Representative", "requested by the "Owner's Representative", and similar phrases. However, no implied meaning shall be interpreted to extend the Owner's Representative's responsibility into the Contractor's area of construction supervision.

Approve: The term "approved," where used in conjunction with the Owner's Representative's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.

Regulation: The term "Regulations" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.

Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."

Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."

Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

Installer: An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub-subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

The term "experienced," when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this project, and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction.

Project Site is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site is shown on the Drawings, and may or may not be identical with the description of the land upon which the project is to be built.

Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.

Owner's Representative: This is the entity described as the "Architect" in the General Conditions of the Contract. All references to Architect in the Contract Documents in all cases refer to the Owner's Representative. The Owner's Representative will represent the Owner during construction and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Owner's Representative.

Project Administrator: This is the entity described as the "Project Representative" in the General Conditions of the Contract. The Project Administrator is a full time representative of the Owner at the job site or representatives office with authority to stop the work upon verbal order if requirements of the Contract Documents are not met, or if in the sole judgement of the Project Administrator, Owner's Representative, Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.

General Superintendent: This is the Contractor's Representative at the work site.

INDUSTRY STANDARDS

Applicability of Standards: Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents. Such standards are made a part of the Contract Documents by reference. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.

Referenced Industry standards take precedence over standards that are not referenced but recognized in the construction industry as applicable.

Unreferenced Industry standards are not directly applicable to the work, except as a general requirement of whether the work complies with recognized construction industry standards.

Publication Dates: Where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.

Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Owner's Representative for a decision before proceeding.

Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements. Refer instances of uncertainty to the Owner's Representative for decision before proceeding.

Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entities' construction activity. Copies of applicable standards are not bound with the Contract Documents.

Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

Although copies of standards needed for enforcement of requirements may be part of required submittals, the Owner's Representative reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.

Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations as referenced in Contract Documents are defined to mean the associated names. Names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of Contract Documents:

ADA	Americans With Disabilities Act 28CFR Part 36
ADAAG	Americans With Disabilities Act Accessibility Guidelines – 2010 Standards U.S. Architectural & Transportation Compliance Board 1111 18th Street, N.W., Suite 501 Washington, D.C. 20036-3894
AIA	American Institute of Architects 1735 New York Ave. NW Washington, DC 20006 202/626-7474
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018 212/354-3300
ASPE	American Society of Plumbing Engineers 3716 Tousand Oaks Boulevard, Suite 210 Westlake, CA 91362 805/495-7120
GA	Gypsum Association 1603 Orrington Ave. Evanston; IL 60201 312/491-1744
IEEE	Institute of Electrical and Electronic Engineers 345 E. 47th Street New York, NY 10017 212/705-7900

NBS	National Bureau of Standards (U.S. Dept. of Commerce) Gaithersburg, MD 20234 301/921-1000
NEC	National Electrical Code (by NFPA)
NFPA	National Fire Protection Association Batterymarch Park Quincy, MA 02269 617/770-3000
OSHA	Occupational Safety & Health Administration (U.S. Dept. of Labor) Government Printing Office Washington, DC 20402 202/783-3238
UL	Underwriters Laboratories 333 Pfingsten Rd. Northbrook, IL 60062 312/272-8800

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 42 19

SECTION 01 45 10 – REQUEST FOR INFORMATION

The following “RFI” Form shall be used during construction when the Contractor request clarification of Construction Documents. Contractor’s Standard Request for Information Form is acceptable during Construction.

Newman Marchive Incorporated
A Professional Corporation
A Veteran Owned Small Business
2800 Youree Drive, Suite 310
Shreveport, LA 71104
Phone: (318) 219-1814
Fax: (318) 219-1818

Request for Information

Project Name: GSU - Dorm Kitchenettes

RFI No.: _____

OWNER'S Project No.:
NM Project No.: 253144

Company Name: _____

Company Contact: _____

Subject: _____

Drawing No.: _____

Specification Section: _____

Questions: (Number each one)

Answer: (List answers with same number as question)

SECTION 01 52 00 - CONSTRUCTION FACILITIES

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to this section.

TEMPORARY UTILITIES:

The contractor may use owner's utilities including electricity, water and lighting necessary for construction purposes.

TEMPORARY TELEPHONE:

The contractor shall provide an onsite telephone for communication. This phone can be the superintendent's cell phone.

PROTECTIONS OF PERSONS AND PROPERTY:

The contractor will be responsible for protection of work and property during the contract period.

PROTECTION OF PEDESTRIANS:

The following requirements are minimum standards as required by the International Building Code – 2021 Edition. These minimum requirements are to be a part of this contract.

Protection Required: Pedestrians shall be protected during construction, remodeling and demolition activities as required by the table below. Signs shall be provided to direct pedestrian traffic.

Construction Railings: Construction railings shall be at least 42 inches (1067 mm) in height and shall be sufficient to direct pedestrians around construction areas.

Repair, Maintenance and Removal: Pedestrian protection shall be maintained in place and kept in good order for the entire length of time pedestrians may be endangered.

TEMPORARY TOILET FACILITIES:

The contractor shall provide and maintain in sanitary condition portable prefabricated chemical type toilets with proper enclosures. He shall remove them at completion of the project and leave the premises clean and sanitary.

SITE LOCATIONS OF TEMPORARY FACILITIES & STORAGE:

The Contractor shall verify with the Owner the site locations for all temporary construction, storage, and facilities.

WEATHER PROTECTION AND TEMPORARY HEAT:

The contractor shall provide all weather protection to protect the building and materials against rain. The method of protection shall be acceptable to the architect.

CLEAN UP:

At all times during the construction the premises will be kept free of accumulations of waste material and rubbish. All materials will be stacked neatly and in accordance with proper storage of the materials.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 52 00

SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to work of this section.

WORK INCLUDED:

Scope: This section establishes general requirements pertaining to cutting (including excavating), fitting, and patching of the Work required to:

Make several parts fit together properly.

Uncover portions of the Work to provide for installation of ill-timed work.

Remove and replace defective work.

Remove and replace work not conforming to requirements of Contract Documents.

Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

RELATED REQUIREMENTS:

General: Following related requirements are included or specified in other sections.

General Conditions: Section 00 72 00.

Summary of Work: Section 01 11 00.

Product Form – Prior Approval: Section 00 63 33

Selective Demolition: Section 02 41 19.

SUBMITTALS:

General: Submit in accordance with requirements of Section 01 33 00 - Submittals.

Notice: Submit a written notice designating date and time work will be executed and/or uncovered.

PART 2 - PRODUCTS

MATERIALS:

General: Comply with specifications and standards for each specific product or material involved.

PART 3 - EXECUTION

INSPECTION:

General: Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching. After uncovering work, inspect conditions affecting installation of Products, or performance of Work. Report unsatisfactory or questionable conditions to Consultant in writing; do not proceed with Work until Consultant has provided further instructions.

PREPARATION AND PROTECTION:

Temporary Supports: Provide adequate support as necessary to assure structural value or integrity of affected portion of Work.

Protection: Provide devices and methods to protect other portion of Project from damage. Provide protection from elements for that portion of Project which may be exposed by cutting and patching work, and maintain any excavations free from water.

PERFORMANCE:

General: Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs or replacement.

Fitting and Adjustment: Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.

Finishes: Refinish the entire surface as necessary to provide an even finish to match adjacent finishes:

- A. For continuous surfaces, refinish to nearest intersections.
- B. For an assembly, refinish entire unit.

END OF SECTION 01 73 29

SECTION 01 74 00 – CLEANING - WASTE MANAGEMENT

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this section.

WORK INCLUDED:

Scope: Execute cleaning, during progress of work, and at completion of work, as required by Section 00 72 00 - General Conditions of the Contract and as specified herein.

RELATED REQUIREMENTS:

General: Following related requirements are included or specified in other sections:

Summary of Work: Section 01 11 00.

Cleaning for specific products or work: Project Manual Specification Section for that work.

DISPOSAL REQUIREMENTS:

General: Conduct cleaning and disposal operations to comply with codes, ordinances, regulations and anti-pollution laws.

PART 2 - PRODUCTS

MATERIALS:

Cleaning Products: Contractor shall use only cleaning materials as follows:

Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of surface material to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

DURING CONSTRUCTION:

General: Execute periodic cleaning to keep work, site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations. This includes daily and weekly cleaning.

Waste Collection: Provide on-site containers for collection of waste materials, debris and rubbish. Do not use Owners containers if placed on site before construction ends.

Waste Disposal: Remove waste materials, debris and rubbish from site periodically and dispose of at legal disposal area away from Project site. Comply with International Fire Code Requirements during construction.

FINAL CLEANING

General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities."

Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

Remove labels that are not permanent labels.

Clean exposed interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean.

Removal of Protection: Remove temporary protection and facilities installed for protection of the work during construction.

Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

Surplus Materials: Extra materials of value, that may remain after completion of associated work, shall become the property of the Owner if they elect to keep them. This is in addition to "extra" materials required under selected sections. The Contractor may deliver these materials directly to the Owner only after supplying the Architect with a written list of materials.

END OF SECTION 01 74 00

SECTION 01 77 00 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

RELATED DOCUMENTS

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

SUMMARY

This Section specifies administrative and procedural requirements for project closeout, including but not limited to:

- Inspection Procedures
- Record Drawing Submittal
- Record Specification Submittal
- Warranties / Certification Submittals

Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions-2 through -33.

FIRE MARSHAL / BUILDING DEPARTMENT INSPECTIONS:

Fire Marshal: All review letters and drawings and specifications with Fire Marshal “Red Stamp” shall be kept at the site of the project for inspection by the Fire Marshal or his deputies for as long as the structure is in the process of construction, renovation or remodeling. If the Contractor can not deliver these documents to the Owner at the conclusion of the project, the Contractor will be responsible for all cost associated with the creation of a duplicate (replacement) set.

It is the responsibility of the Contractor to contact the Fire Marshal for all required inspections. It is also the responsibility to see that the installing contractor of new or modified existing Life Safety Systems and Equipment is on-site for inspection by the Fire Marshal or his designated representative. Copies of Fire Marshal's Inspection Reports shall be given to the Architect by the Contractor.

Note: The above requirements also apply to inspections by the State Health Department.

Building Department: It is the responsibility of the Contractor to contact the local building department for required inspections. The Contractor shall notify the Owner and Architect, in writing, when the building is complete and ready for “occupancy permit”.

Copies of all inspection reports by government agencies shall be given to the Contractor and he shall forward a copy to the Architect.

SUBSTANTIAL COMPLETION

Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following.

General: When Contractor considers work is substantially complete, he shall submit to Architect:

- A written notice that work, or designated portion thereof, is substantially complete.
- A list of items to be completed or corrected and a dollar value assigned to each item of work.
- A dollar value for each punch item shall be provided. Its value shall be at least 125% of actual value. The Contractor shall provide a complete list of punch list work using the form at the end of this section.

Each item must be separate and all blanks filled in.

If any of the required closeout submittal documents have not been delivered to the Architect at this time, they shall be placed on the list of items to be completed and a dollar value assigned to each missing item.

Other Requirements:

See General Conditions and modifications.

In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the work claimed as substantially complete. Include supporting documents for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.

If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the work is not complete.

Advise Owner of pending insurance change over requirements.

Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.

Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.

Submit damage or settlement survey, and similar final record information.

Complete start up testing of systems. Discontinue or change over and remove temporary facilities from the site, along with construction tools, and similar elements.

Complete final clean up requirements, including touch up painting. Touch up and otherwise repair and restore marred exposed finishes.

Inspection Procedures: On receipt of a written request for inspection from the contractor, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

The Architect will repeat inspection when requested and assured that the work has been substantially completed.

Results of the completed inspection will form the basis of requirements for final acceptance.

RECORD DOCUMENT SUBMITTALS

General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Owner's Representative's reference during normal working hours.

Record Drawings: Maintain a clean, undamaged set of black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work.

Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.

Note related Change Order numbers where applicable.

Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

Drawings: Legibly mark to record actual construction:

Depths of various elements of foundation in relation to finish first floor datum.

Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.

Field changes of dimension and detail.

Changes made by Field Order or by Change Order.

Details not on original Contract Drawings.

Special Note:

Furnish a set of documents as maintained on the project site, along with original marked-up record drawings. Provide one (1) copy of the record drawings, in electronic "PDF" format.

Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.

Special Note:

Upon completion of the work, submit record Specifications as maintained on the project site, along with the original marked-up record specifications including change orders and other written changes. Provide one (1) copy of the record specifications, in electronic "PDF" format.

Specifications and Addenda: Legibly mark each Section to record:

Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.

Changes made by Field Order or by Change Order.

Record Product Data/Shop Drawings: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in the actual work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark up of record Drawings and Specifications. All product information shall be project specific. Manufacturers standard printed literature including items not used on this project will not be accepted.

Number of Required Copies: One (1) – Include Table of Contents

Upon completion of mark up, submit complete set of record Product Data to the Architect for the Owner's records. Also, provide one (1) copy in PDF electronic format.

Documents Reviewed and Signed by all Government Agencies: These documents must be kept in a safe place by the Contractor during construction. These documents are not to be used for construction other than reference. Do not mark on these documents.

Operating and Maintenance Data: Submit to Architect at completion of Project following Operating and Maintenance Data:

Number of Required Copies: One (1) – Include Table of Contents

Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.

Provide operating and maintenance data as specified in other pertinent sections of Specifications.

Instructing Owner's Personnel:

Instruct Owner's personnel in maintenance of products and in operation of equipment and systems. This shall be arranged as a series of meetings between the Contractor and the Owner for review of all projects and systems for turn over to the Owner.

Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect for the Owner's records.

WARRANTIES AND LISTS:

General: Contractor shall assemble and submit warranties, bonds, service and maintenance contracts and parts lists, execute by each respective manufacturers, suppliers and subcontractors as specified herein.

Number of Required Original Signed Copies: One (1) each.

Warranties: Submit all warranties, required under each individual Specification section. Submit one (1) copy of a Warranty List prepared by the Contractor, showing name of subcontractor or supplier, material or equipment under warranty, number of years of warranty and starting date of warranty.

In those cases where an additional letter or brochure is attached, it shall be so noted in a "Remarks" column. All original warranty documents shall be placed in a three-ring binder and divided into sections as they apply to the specification manual.

FINAL ACCEPTANCE

Preliminary Procedures: Before requesting final inspection for Certification of Final Acceptance and Final Payment, complete the following.

Submit the Final Payment Request with releases and supporting documentation not previously submitted and accepted. Include Certificates of Insurance for products and completed operations where required.

Submit an updated final statement, accounting for final additional changes to the Contract Sum.

Submit a certified copy of the Owner's Representative's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Owner's Representative.

Submit consent of surety to Final Payment.

Submit a final liquidated damages settlement statement.

Submit evidence of final, continuing insurance coverage complying with insurance requirements.

FINAL ADJUSTMENT OF ACCOUNTS:

General: Submit a final statement of accounting to Architect.

Form: Statement shall reflect all adjustments to the Contract sum:

The original Contract Sum.
Additions and deductions resulting from:
 Previous Change Orders.
 Deductions for uncorrected work.
 Deductions for liquidated damages.
 Deductions for reinspection payments.
 Other adjustments.

Total Contract Sum, as adjusted.
Previous payments.
Sum remaining due.

Final Adjustment: Architect will prepare a final Change Order, reflecting approved adjustments to Contract Sum which were not previously made by Change Orders.

FINAL APPLICATION FOR PAYMENT:

General: Contractor shall submit Final Application for Payment in accordance with procedures and requirements stated in Conditions of Contract.

Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.

Upon completion of reinspection, the Architect will prepare a Certificate of Final Acceptance or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for Final Acceptance.

If necessary, reinspection will be repeated.

REINSPECTION FEES:

General: Should the Architect perform reinspections due to failure of Work to comply with claims of status of completion made by Contractor.

The Owner will compensate the Architect for such additional services. The Architect will make a maximum of two inspections for substantial completion and 100% completion of all work at the end of the lien period.

The Owner will deduct amount of such compensation from final payment to the Contractor.

Evidence of Payment and Release of Liens: Submit to Architect in accordance with requirements of Section 00 72 00 - "General Conditions of the Contract".

END OF SECTION 01 77 00

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to work of this section.

Individual trade sections and the drawings indicate specifically the work required.

It should be noted that General Conditions AIA 201 provides the following:

Supervision and Construction Procedures
Cutting and Patching
Protection of Persons and Property

DESCRIPTION OF WORK:

The extent of selective demolition work is generally indicated on drawings. Provide all required materials, equipment and labor to execute the required selective demolition.

Items Not to be Removed or Disturbed

The owner is to be contacted before removal, cutting, disturbing, or tampering in any manner with any item which has or may have any structural property, including walls, beams, joists, lintels, columns, sills, window mullions, etc.

Related work specified elsewhere:

Remodeling construction work and patching is included within the respective Sections of Specifications, including removal of materials for re-use and incorporated into remodeling or new construction.

Relocation of pipes, conduits, ducts, other mechanical and electrical work are specified by respective trades.

JOB CONDITIONS:

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

Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.

Conditions existing at time of commencement of Contract will be maintained by Owner insofar as practicable. However, variations within structure may occur by Owner's removal and salvage operations prior to start of selective demolition work.

Salvage and Disposition of Material and Equipment

Owner shall have priority for the selection of salvaged equipment and materials. Any excess dirt, equipment and material selected to remain the property of the Owner shall be removed and delivered to a location as designated by the Owner. Material not retained by the Owner shall become the property of the Contractor and shall be removed from the site by him.

Partial Demolition and Removal: Items indicated to be removed but of salvable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.

Storage or sale of removed items on site will not be permitted.

Protections: Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to selective demolition work.

Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to and from occupied portions of building.

Erect temporary covered passageways as required by authorities having jurisdiction.

Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished, and adjacent facilities or work to remain.

Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.

Protect floors with suitable coverings when necessary.

Construct temporary insulated solid dustproof partitions where required to separate areas where noisy or extensive dirt or dust operations are performed. Equip partitions with dustproof doors and security locks if required.

Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces, and installation of new construction to insure that no water leakage or damage occurs to structure or interior areas of existing building.

Remove protections at completion of work.

Damages: Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.

Environmental Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

Do not use water when it may create hazardous or objectionable conditions, such as ice, flooding, and pollution.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

INSPECTION:

Prior to commencement of selective demolition work, inspect areas in which work will be performed. Photograph existing conditions of structure, surfaces, equipment or of surrounding properties which could be misconstrued as damage resulting from selective demolition work. Submit copies of photographs to Owner's Representative prior to starting work. If documentation is not submitted to the Owner's Representative prior to start of work the Contractor assumes all responsibility for existing conditions and the repair during or at the completion of the work.

PREPARATION:

Cover and protect furniture, equipment and fixtures to remain from soiling or damage when demolition work is performed in rooms or areas from which such items have not been removed.

Erect and maintain dustproof partitions and closures as required for preventing the spread of dust or fumes to occupied portions of the building.

Provide weatherproof closures for exterior openings resulting from demolition work

DEMOLITION:

Salvage Items: Where indicated on Drawings as "Salvage - Deliver to Owner," carefully remove indicated items, clean, store and turn over to Owner and obtain receipt.

DISPOSAL OF DEMOLISHED MATERIALS:

Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site.

If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.

Burning of removed materials is not permitted on project site.

CLEAN-UP AND REPAIR:

Upon completion of demolition work, remove tools, equipment and demolished materials from site.

The premises shall be kept clean and free of debris which may cause a health, safety or other project related problem. Remove protections and leave interior areas broom clean.

Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION 02 41 19

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

RELATED DOCUMENTS:

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

REFERENCE STANDARDS:

International Building Code – 2021
Chapter 23 Wood

WORK INCLUDED:

Scope: Provide rough carpentry as indicated on Drawings and specified herein.

Definition: Rough carpentry includes carpentry work not specified as part of other sections and which is generally not exposed, except as otherwise indicated. Types of work in this section include rough carpentry for:

Wood grounds, nailers and blocking.

RELATED WORK:

General: Following items of related work are included in other sections:

Finish carpentry: Division 6

CONDITIONS OF WORK-IN-PLACE:

Examine work-in-place on which specified work is in any way dependent. Report, in writing, to the Architect any defects which may influence satisfactory completion and performance of specified work.

The absence of such notification shall be construed as acceptance of work-in-place.

PART 2 - PRODUCTS

LUMBER:

Grade and Trademark: Factory-mark each piece of lumber with type, grade, mill and grading agency, except omit marking from surfaces to be exposed with transparent finish or without finish.

Sizes: Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS-20, for moisture content specified for each use.

Lumber: Sound, thoroughly seasoned, kiln dried, dressed, well manufactured, free from warp that cannot be corrected in process of bridging or nailing.

Miscellaneous Lumber: Provide wood for support or attachment of other work including cant strips, bucks, Nailers, blocking, furring, grounds, stripping and similar members. Provide lumber of sizes indicated and worked into shapes shown.

PART 3 - EXECUTION

GENERAL INSTALLATION:

General: Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.

Workmanship: Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.

Anchorage: Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.

Nails: Use common wire nails, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members.

BLOCKING AND GROUNDS:

General: Provide wherever shown and where required for screeding or attachment of other work. Form to shapes as shown and cut as required for true line and level work to be attached. Coordinate location with other work involved.

Anchorage: Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise shown. Build into masonry construction during installation of masonry work.

END OF SECTION 06 10 00

SECTION 06 20 00 - FINISH CARPENTRY

PART 1 - GENERAL

RELATED DOCUMENTS:

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

WORK INCLUDED:

Scope: Provide finish carpentry as indicated on Drawings and specified herein.

Definition: Finish carpentry includes carpentry work not specified as part of other sections and which is generally exposed, except as otherwise indicated. Types of work in this section include fabrication and installation of site built and site finished carpentry, including but not limited to the following:

Cabinets not specified as architectural woodwork
Furnishing and installation of cabinet hardware

RELATED WORK:

General: The following items of related work are included in other sections:

Rough carpentry: Section 06 10 00
Painting: Division 9 Architectural woodwork: Division 6
Painting: Division 9
Solid Surface Fabrication: Section 06 61 00

PRODUCT HANDLING:

Deliver materials to site in undamaged condition; store in fully covered, well ventilated areas, and protected from extreme changes in temperature and humidity.

SUBMITTALS:

Submit for approval showing fabricated items, special mill items and woodwork items. Indicate materials and details or construction, methods of fastening, erection details, and lengths and joints of materials.

FIELD DIMENSIONS:

The woodwork manufacturer is responsible for details and dimensions not controlled by job conditions and shall show on his shop drawings all required field measurements beyond his control. The general contractor and the woodwork manufacturer shall cooperate to establish and maintain these field dimensions.

STANDARDS:

The quality standards to The Architectural Woodwork Institute shall apply and by reference are hereby made a part of this specification. Any reference to premium custom or economy in this specification shall be as defined in the latest edition of the AWI "quality standards".

PART 2 – PRODUCTS-None

PART 3 – EXECUTION

INSTALLATION:

Finish carpentry shall be installed straight, plumb, level, securely, and with closely fitted joints. Use blind nailing to extent practicable and set and stop face nailing with nonstaining putty to match finish. Use screws for attachment to metal, and setting and stopping of screws shall be of same quality as required where nails are used. Joints shall be staggered, concealed, or placed in unobjectionable locations. Cope molded work at returns and interior angles and miter at external corners. Shoulder intersections of flat work to ease any inherent change in plane.

Install cabinetry level, plumb and true to line, and attach to walls or floors all cabinetry. Install counter tops, accessories, and hardware as indicated. Provide closer and filler strips, and finish moldings as required. Prior to final acceptance, align doors, adjust hardware, and clean and wax finished surfaces.

END OF SECTION 06 20 00

SECTION 06 4100 - ARCHITECTURAL WOOD CASEWORK

PART 1 GENERAL

RELATED DOCUMENTS - Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

SECTION INCLUDES

Specially fabricated cabinet units. Cabinet hardware.

Factory finishing.

Preparation for installing utilities.

RELATED REQUIREMENTS

Section 05 5000 - Metal Fabrications: Stainless Steel Counters

Section 06 1000 - Rough Carpentry: Support framing, grounds, and concealed blocking. Section 12

3600 - Simulated Stone Countertops - Solid Surface countertops.

REFERENCE STANDARDS

AWI (QCP) - Quality Certification Program; current edition at www.awiqcp.org. AWI/AWMAC/WI

(AWS) - Architectural Woodwork Standards; 2014.

NEMA LD 3 - High-Pressure Decorative Laminates; 2005.

ADMINISTRATIVE REQUIREMENTS

Preinstallation Meeting: Convene a preinstallation meeting not less than one week starting work of this section; require attendance by all affected installer.

SUBMITTALS

See Section 01 3300 - Submittal Procedures, for submittal process.

Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.

Minimum Scale of Detail Drawings: 1-1/2 inch to 1 foot (1:8). Provide the information required by AWI/AWMAC/WI (AWS).

Product Data: Provide data for hardware accessories.

Samples: Submit actual sample items of proposed pulls, hinges, shelf standards, locksets, and plastic laminate, demonstrating hardware design, quality, and finish.

Samples for verification of the following:

Laminate-clad panels, 8 by 10 inches (200 by 250 mm), for each type, color, pattern, and surface finish, with separate samples of unfaced panel product used for core.

Exposed cabinet hardware, one unit for each type and finish.

Edge banding 10 inches for each type, color, pattern and surface finish.

Product certificates signed by woodwork fabricator certifying that products comply with specified requirements.

Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

QUALITY ASSURANCE

Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience. With sufficient production capacity to produce required units without delaying the Work.

Accredited participant in the specified certification program prior to the commencement of fabrication and throughout the duration of the project.

Single-Source Responsibility for Fabrication and Installation: Engage a pre-qualified woodworking firm to assume undivided responsibility for fabricating, finishing, and installing interior architectural woodwork specified in this Section.

Quality Certification: Provide AWI Quality Certification Program inspection report and quality certification of completed work.

Provide labels or certificates indicating that the work complies with requirements of AWI/ AWMAC/WI (AWS) Grade or Grades specified.

Prior to delivery to the site provide shop drawings with certification labels.

Provide labels on each product when required by certification program.

Upon completion of installation provide certificate certifying that the installation and products meet the specified requirements.

MOCK-UP

Mockups: Prior to fabricating or installing paneling, casework, and laminate casework, construct mockups of each separate finish to verify selections made under sample submittals and to demonstrate aesthetic effects as well as qualities of materials and execution. Build mockups of the size requested, using materials indicated for final unit of work, and complying with the following requirements.

Locate mockups on site in the location indicated or, if not indicated, as directed by Architect. Notify Architect one week in advance of the date and time when fabrication of mockup will begin.

Notify Architect one week in advance of the date and time when mockups will be installed. Demonstrate the proposed range of aesthetic effects and workmanship.

Obtain Architect's acceptance of mockups before start of final unit of Work.

Retain and maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

Accepted mockups in an undisturbed condition at the time of Substantial Completion may become part of the completed Work.

DELIVERY, STORAGE, AND HANDLING

Protect woodwork during transit, delivery, storage, and handling to prevent damage, soilage, and deterioration.

Do not deliver woodwork until painting and similar operations that could damage, soil, or deteriorate woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas whose environmental conditions meet requirements specified in "Field Conditions" below.

Protect units from moisture damage.

FIELD CONDITIONS

During and after installation of custom cabinets, maintain temperature and humidity conditions in building spaces at same levels planned for occupancy.

Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet-work is completed, and HVAC system is operating and will maintain temperature and relative humidity at occupancy levels during the remainder of the construction period.

Field Measurements: Where woodwork is indicated to be fitted to other construction, check actual dimensions of other construction by accurate field measurements before fabrication, and show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

Verify locations of concealed framing, blocking, reinforcements, and furring that support woodwork by accurate field measurements before being enclosed. Record measurements on final shop drawings. Where field measurements cannot be made without delaying the Work, guarantee dimensions and proceed with fabricating woodwork without field measurements. Provide allowance for trimming at site and coordinate construction to ensure that actual dimensions correspond to guaranteed dimensions. Filler panels are not to exceed 1 ½" each side of a run.

COORDINATION

Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.

PART 2 PRODUCTS

CABINETS

Quality Grade: Unless otherwise indicated provide products of quality specified by AWI//AWMAC/WI (AWS) for Custom Grade.

Plastic Laminate Faced Cabinets: Custom grade.

AWI Type of Cabinet Construction: Flush overlay. Unless otherwise indicated in drawings.

Materials for Semiexposed Surfaces: Provide surface materials indicated below:

Surfaces Other than Drawer Bodies: High-pressure decorative laminate, Grade GP-28.

Drawer Sides and Backs: Solid hardwood lumber, shop finished.

Colors, Patterns, and Finishes: As indicated on finish schedule.

Wood Trim: Comply with the following:

Opaque: Poplar.

Provide dust panels of 1/4-inch (6.4-mm) plywood or tempered hardboard above compartments and drawers except where located directly under tops.

WOOD-BASED COMPONENTS

Lumber Standards: Comply with DOC PS 20, "American Softwood Lumber Standard," for lumber and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee Board of Review.

Inspection Agencies: Inspection agencies, and the abbreviations used to reference them, include the following:

SPIB - Southern Pine Inspection Bureau. WWPA - Western Wood Products Association.

Softwood Plywood: Comply with U.S. Commercial Standards, CS45. Hardwood Plywood:

Comply with U.S. Commercial Standards, CS45.

Hardboard (including soft hardwoods) and Lumber Core Hardwood Veneer: All finish exposed hardwood to comply with grading of American Woodworking Institute.

Cedar lining.

Hardwood Edge banding: Use solid hardwood edge banding matching species, color, grain, and grade for exposed portions of cabinetry.

LAMINATE MATERIALS

Manufacturers:

Formica Corporation: www.formica.com/#sle.

Basis of Design (**PL-2**): Wilsonart; _____: www.wilsonart.com/#sle.

InteriorArts . www.ialaminates.com

Basis of Design (**PL-3**): Nevamar: www.panolam.com Substitutions: See

Section 01 6000 - Product Requirements.

High Pressure Decorative Laminate (HPDL): NEMA LD 3, types as recommended for specific applications, unless indicated other wise on finish schedule.

Provide specific types as scheduled.

Horizontal Surfaces: HGS, 0.048 inch (1.22 mm) nominal thickness, through color, colors as scheduled, finish as scheduled.

Vertical Surfaces: VGS, 0.028 inch (0.71 mm) nominal thickness, through color, colors as scheduled, finish as scheduled.

Post-Formed Horizontal Surfaces: HGP, 0.039 inch (1.0 mm) nominal thickness, through color, colors as scheduled, finish as scheduled.

Edges: GHGS, 0.048 inch (1.22 mm) nominal thickness, through color, colors as scheduled, finish as scheduled.

Adhesive for Bonding Plastic Laminate: Urea-formaldehyde.

ACCESSORIES

Adhesive: Type recommended by fabricator to suit application. Fasteners: Size and type to suit application.

Bolts, Nuts, Washers, Lags, Pins, and Screws: Of size and type to suit application; galvanized or chrome-plated finish in concealed locations and stainless steel or chrome-plated finish in exposed locations.

Grommets: Standard plastic, painted metal, or rubber grommets for cut-outs, in color to match adjacent surface. Size as selected by Architect.

HARDWARE

Provide hardware and accessory materials associated with architectural cabinets. Approved cabinet hardware manufacturers as follows or as specified in drawings: Grant.

Knape & Vogt Manufacturing Company Lescoa.

Stanley.

Blum.

Cabinet hardware to be supplied and installed by millworks shall include all drawer slides, and wshelf and countertop supports.

Hardware Standard: Comply with BHMA A156.9 for items indicated by reference to BHMA numbers or referenced to this standard.

Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA code number indicated.

Bronze: BHMA 613 or Satin Stainless Steel, Stainless-Steel Base: BHMA 630. (Or as specified in drawings).

For concealed hardware provide manufacturer's standard finish that complies with product class requirements of BHMA A156.9.

Adjustable Shelf Supports: Standard side-mounted system using multiple holes for pin supports and coordinated self rests, polished chrome finish, for nominal 1 inch (25 mm) spacing adjustments.

Cabinet Locks: Keyed cylinder, two keys per lock, master keyed, steel with chrome finish. Drawer Slides:

Type: Full extension.

Static Load Capacity: Commercial grade. Mounting: Side mounted.

Stops: Integral type.

Features: Provide self closing/stay closed type. Manufacturers

Accuride International, Inc; _____: www accuride.com/#sle. Grass

America Inc; _____: www.grassusa.com.

Knape & Vogt Manufacturing Company; _____: www.knapeandvogt.com/#sle.

Hinges: European style concealed self-closing type, steel with polished finish.

Manufacturers:

Grass America Inc; _____: www.grassusa.com/#sle.

Hardware Resources; _____: www.hardwareresources.com/#sle.

Julius Blum, Inc; _____: www.blum.com/#sle.

Wardrobe Rail: 1 5/16" diameter wardrobe rail, with supports, dark oil rubbed bronze Manufacturer:
Hafele

FABRICATION

Assembly: Shop assemble cabinets for delivery to site in units easily handled and to permit passage through building openings.

Edging: Fit shelves, doors, and exposed edges with specified edging. Do not use more than one piece for any single length.

Fitting: When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide matching trim for scribing and site cutting.

Plastic Laminate: Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises. Locate counter butt joints minimum 2 feet (600 mm) from sink cut-outs.

Apply laminate backing sheet to reverse side of plastic laminate finished surfaces.

Cap exposed plastic laminate finish edges with material of same finish and pattern.

Provide cutouts for plumbing fixtures. Verify locations of cutouts from on-site dimensions. Prime paint cut edges.

SHOP FINISHING

Sand work smooth and set exposed nails and screws.

Finish work in accordance with AWI/AWMAC/WI (AWS), Section 5 - Finishing for grade specified and as follows:

Transparent:

System - 2, Lacquer, Precatalyzed. Two coats. Stain: As selected by Architect.

Sheen: Semigloss.

PART 3 EXECUTION

EXAMINATION

Verify adequacy of backing and support framing.

Verify location and sizes of utility rough-in associated with work of this section.

PREPARATION

Condition woodwork to average prevailing humidity conditions in installation areas before installing.

Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including back priming and removal of packing.

INSTALLATION

Quality Standard: Install woodwork to comply with AWI Section 1700 for the same grade specified in Part 2 of this Section for type of woodwork involved.

Install woodwork plumb, level, true, and straight with no distortions. Shim as required with concealed shims. Install to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm) for plumb and level (including tops).

Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for complete installation. Use fine finishing nails for exposed nailing, countersunk and filled flush with woodwork and matching final finish where transparent finish is indicated.

Install without distortion so that doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete the installation of hardware and accessory items as indicated.

Install cabinets with no more than 1/8 inch in 96-inch (3 mm in 2400-mm) sag, bow, or other variation from a straight line.

Use fixture attachments in concealed locations for wall mounted components. Use concealed joint fasteners to align and secure adjoining cabinet units.

Carefully scribe casework abutting other components, with maximum gaps of 1/32 inch (0.79 mm). Do not use additional overlay trim for this purpose.

Secure cabinets to floor using appropriate angles and anchorages.

Countersink anchorage devices at exposed locations. Conceal with solid wood plugs of species to match surrounding wood; finish flush with surrounding surfaces.

ADJUSTING

Repair damaged and defective woodwork where possible to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.

Clean, lubricate, and adjust hardware.

Clean woodwork on exposed and semiexposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

Adjust moving or operating parts to function smoothly and correctly.

PROTECTION

Provide final protection and maintain conditions in a manner acceptable to fabricator and Installer that ensures that woodwork is without damage or deterioration at the time of Substantial Completion

CLEANING

Clean casework, counters, shelves, hardware, fittings, and fixtures.

CABINET HARDWARE AND ACCESSORY SCHEDULE

BHMA are used below to designate hardware requirements, except as otherwise indicated. Concealed (European Type) Hinges: B01602 (100° operation, unless otherwise noted).

Pulls: Wire pulls, 4 inches (100 mm) long, 2-1/2 inches (62 mm) deep, and 5/16 inches (8 in diameter, or as specified in drawings).

Magnetic Catches: B03141. Shelf Rests: B04081.

Drawer Slides: Side-mounted, full-extension, zinc-plated steel drawer slides with steel ball bearings, complying with BHMA A156.9, Grade 1 and rated for the following loads:

Box Drawer Slides: 100 lbf (440 N) at full extension. File Drawer Slides:

200 lbf (890 N) at full extension. Pencil Drawer Slides: 45 lbf (200 N) at full

extension. Door Locks: E07121.

Drawer Locks: E07041.

Grommets for cable passage through countertops: 2 inch OD, molded-plastic grommets, color selected from manufacturer's full range, with 3/4-inch (19-mm) hole and plastic cap with slot for wire passage thru plastic laminate surfaces or as specified in drawings.

Wardrobe Rail: 1 5/16" diameter wardrobe rail, with supports, dark oil rubbed bronze Manufacturer: Hafele

END OF SECTION

SECTION 06 61 16 - SOLID SURFACING FABRICATIONS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General Conditions and Division 1 Specification sections, apply to work of this section.

DESCRIPTION:

Work described in this section:

Select Countertops

Related work specified elsewhere:

Finish carpentry – Section 06 20 00

SUBMITTALS:

Shop Drawings: Indicate dimensions, component sizes, fabrication details, attachment provisions and coordination requirements with adjacent work.

Samples: Submit minimum 6" x 6" (156 mm x 156 mm) samples. Indicate full range of color and pattern variation. Approved samples will be retained as a standard for work.

Product Data: Indicate product description, fabrication information and compliance with specified performance requirements.

Maintenance Data: Submit manufacturer's care and maintenance data, including repair and cleaning instructions. Include in project closeout documents.

DELIVERY, STORAGE & HANDLING:

Deliver no components to project site until areas are ready for installation. Store indoors.

Handle materials to prevent damage to finished surfaces. Provide protective coverings to prevent physical damage or staining following installation for duration of project.

QUALITY CRITERIA:

Applicable Standards: Standards of the following as referenced herein:

American National Standards Institute (ANSI)
American Society for Testing and Materials (ASTM)
National Electrical Manufacturers Association (NEMA)

Allowable Tolerances:

Variation in component size: $\pm 1/8"$ (3 mm).
Location of openings: $\pm 1/8"$ (3 mm) from indicated location.

WARRANTY:

Provide manufacturer's warranty. The manufacturer warrants to the original purchaser of any solid surface product for commercial or residential use that the manufacturer will at its option repair or replace, without charge, such product if it fails due to a manufacturing defect during the first 10 years after initial installation. This includes reasonable labor charges needed to repair or replace the product covered hereunder.

PART 2 - PRODUCTS

SOLID SURFACING FABRICATIONS:

Acceptable Products:

E.I. du Pont de Nemours & Co., Inc. – 'Corian', 'Zodiaq';
Caesarstone International – Caesarstone 'Quartz';
Formica Corporation – 'Surell';
Ralph Wilson Plastics Co. – 'Gibraltar';
Cambria – 'Quartz';
Consentino – 'Silestone'

Counter tops: . Provide complete with backsplash, skirt and end brace of size shown on the architect's drawings; color, as selected by Owner.

ACCESSORY PRODUCTS:

Joint Adhesive: Manufacturer's standard two-part adhesive kit to create inconspicuous, non-porous joints.

Sealant: Manufacturer's standard mildew-resistant, FDA/UL recognized silicone sealant in colors matching components.

FABRICATION:

Factory fabricate components to greatest extent practicable to sizes and shapes indicated, in accordance with approved shop drawings.

Form joints between components using manufacturer's standard joint adhesive; without conspicuous joints.

Provide factory cutouts for plumbing fittings and bath accessories as indicated on the drawings.

Cut and finish component edges with clean, sharp returns. Route radii and contours to template. Repair or reject defective and inaccurate work.

Backsplashes: Form backsplashes using 1/2" material. Fabricate using [in-place] method.

PART 3 - EXECUTION

INSTALLATION:

Install components plumb and level, scribed to adjacent finishes in accordance with approved shop drawings and product installation data.

Form field joints using manufacturer's recommended adhesive, with joints inconspicuous in finished work. Keep components and hands clean when making joints.

Provide backsplashes and side splashes as indicated on the drawings. Adhere to countertops using manufacturer's standard color-matched silicone sealant.

Keep components and hands clean during installation. Remove adhesives, sealants and other stains. Keep clean until Date of Substantial Completion. Replace stained components.

Make plumbing connections to lavatory in accordance with Division 22 - Mechanical.

Protect surfaces from damage until Date of Substantial Completion. Repair work or replace damaged work that cannot be repaired to architect's satisfaction.

END OF SECTION 06 61 00

SECTION 07 84 00 - FIRESTOPPING

PART 1 - GENERAL

RELATED REQUIREMENTS INCLUDED ELSEWHERE

Drawings and general provisions of Contract including General and Supplementary Conditions and other Division 1 Specification Sections apply to this section.

SUMMARY:

Section Includes:

Through-penetration firestopping in fire rated construction.

Construction-gap firestopping at connections of the same or different materials in fire rated construction.

Construction-gap firestopping occurring within fire rated wall, floor or floor-ceiling assemblies.

Construction-gap firestopping occurring at the top of fire rated walls.

Through-penetration smoke-stopping in smoke partitions.

Construction-gap smoke-stopping in smoke partitions.

Related Items:

Expansion joint seals: Refer to Division 5.

Sprayed fireproofing: Refer to Division 7.

Fire dampers and manufactured devices: Refer to Division #23.

Raceway seals and manufactured electrical devices: Refer to Division #26.

Allowances: Refer to Division _____ for scope of allowance affecting items of this section.

Alternatives: Refer to Division _____ for description of alternatives affecting work of this section.

REFERENCES:

Underwriters Laboratories:

U.L. Fire Resistance Directory

Through-penetration firestop devices (XHCR)

Fire resistance ratings (BXUV)

Through-penetration firestop systems (XHEZ)

Fill, void, or cavity material (XHHW)

Warnock Hersey

American Society for Testing and Materials Standards:

ASTM E 814-88: Standard Test Method for Fire Tests of Through-Penetration Firestops.

DEFINITIONS:

Assembly: Particular arrangement of materials specific to given type of construction described or detailed in referenced documents.

Barriers: Time rated fire walls, smoke barrier walls, time rated ceiling/floor assemblies and structural floors.

Firestopping: Methods and materials applied in penetrations and unprotected openings to limit spread of heat, fire, gasses, and smoke.

Penetration: Opening or foreign material passing through or into barrier or structural floor such that full thickness of rated materials is not obtained.

Construction Gaps: Gaps between adjacent sections of walls, exterior walls, at wall tops between top of wall and ceiling, and structural floors or roof decks; and gaps between adjacent sections of structural floors.

System: Specific products and applications, classified and numbered by Underwriters Laboratories, Inc. to close specific barrier penetrations.

Sleeve: Metal fabrication or pipe section extending through thickness of barrier and used to permanently guard penetration. Sleeves are described as part of penetrating system in other sections and may or may not be required.

SYSTEM DESCRIPTION:

Design Requirements:

Fire-rated Construction: Maintain barrier and structural floor fire resistance ratings including resistance to cold smoke at all penetrations, connections with other surfaces or types of construction, at separations required to permit building movement and sound or vibration absorption, and at other construction gaps.

Smoke Barrier Construction: Maintain barrier and structural floor resistance to cold smoke at all penetrations, connections with other surfaces and types of construction and at all separations required to permit building movement and sound or vibration absorption, and at other construction gaps.

SUBMITTALS:

Submit in accordance with Section 01 33 00, unless otherwise indicated.

The Fire Marshal requires that all product data for materials used on this project be available for his review at project closeout.

Product Data: Manufacturer's specifications and technical data including the following:

Detailed specification of constructions and fabrication.

Manufacturer's installation instructions.

All products and system details showing compliance with code requirement shall be placed in a 3-ring binder and kept onsite for review by Architect, Engineers, HUD Inspector and Building Officials.

Shop Drawings: Indicate dimensions, description of materials and finishes, general construction, specific modifications, component connections, anchorage methods, hardware, and installation procedures, plus the following requirements.

Details of each proposed assembly identifying intended products and applicable UL System number, or UL classified devices.

Manufacturer or manufacturer's representative shall provide qualified engineering judgements and drawings relating to non-standard applications as needed.

Quality Control Submittals:

Statement of qualifications.

Applicators' Qualifications Statement:

List past projects indicating required experience.

QUALITY ASSURANCE:

Installer's Qualifications: Firm experienced in installation or application of systems similar in complexity to those required for this project, plus the following:

Acceptable to or licensed by manufacturer, State or local authority where applicable.

At least 2 years experience with systems.

Successfully completed at least 5 comparable scale projects using this system.

Local and State Regulatory Requirements: Submit forms or acceptance for proposed assemblies not conforming to specific UL Firestop System numbers, or UL classified devices.

Materials shall have been tested to provide fire rating at least equal to that of the construction.

DELIVERY, STORAGE, AND HANDLING:

Packing and Shipping:

Deliver products in original unopened packaging with legible manufacturer's identification.

Coordinate delivery with scheduled installation date, allow minimum storage at site.

Storage and Protection: Store materials in a clean, dry, ventilated location. Protect from soiling, abuse, moisture and freezing when required. Follow manufacturer's instructions.

PROJECT CONDITIONS:

Existing Conditions:

Verify existing conditions and substrates before starting work. Correct unsatisfactory conditions before proceeding.

Proceed with installation only after penetrations of the substrate and supporting brackets have been installed.

Environmental Requirements:

Furnish adequate ventilation if using solvent.

Furnish forced air ventilation during installation if required by manufacturer.

Keep flammable materials away from sparks or flame.

Provide masking and drop cloths to prevent contamination of adjacent surfaces by firestopping materials.

Comply with manufacturing recommendations for temperature and humidity conditions before, during and after installation of firestopping.

PART 2 - PRODUCTS

THROUGH-PENETRATION FIRESTOPPING OF FIRE-RATED CONSTRUCTION:

Systems or devices listed in the U.L. Fire Resistance Directory under categories XHCR and XHEZ may be used, providing that it conforms to the construction type, penetrant type, annular space requirements and fire rating involved in each separate instance, and that the system be symmetrical for wall applications. Systems or devices must be asbestos-free. Mortar systems must be Warnock Hersey approved.

Additional requirements: Withstand the passage of cold smoke either as an inherent property of the system, or by the use of a separate project included as a part of the U.L. system or device, and designed to perform this function.

Acceptable manufacturers and products.

Those listed in the U.L. Fire Resistance directory for the U.L. System involved or Mortar systems approved by Warnock Hersey and as further defined in the Systems and Applications Schedule in Part 3 - Execution of this section.

All firestopping products must be from a single manufacturer. All trades shall use products from the same manufacturer.

CONSTRUCTION-GAP FIRESTOPPING OF FIRE-RATED CONSTRUCTION:

Firestopping at construction gaps between tops of partitions and underside of structural systems.

Firestopping of control joints in fire-rated masonry partitions.

Firestopping expansion joints.

Acceptable manufacturers and products - those listed in the U.L. Fire Resistance Directory for the U.L. System involved and as further defined in the Systems and Applications Schedule in Part 3 - Execution of this section.

SMOKE-STOPPING AT SMOKE PARTITIONS:

Through-Penetration Smoke-Stopping: Any system complying with the requirements for through-penetration firestopping in fire-rated construction, as specified in the Systems and Applications Schedule in Part 3 - Execution of this section, is acceptable, provided that the system includes the specified smoke seal or will provide a smoke seal. The length of time of the fire resistance may be disregarded.

Construction-Gap Smoke-Stopping: Any system complying with the requirements for construction-gap firestopping in fire-rated construction, as specified in the Systems and Applications Schedule in Part 3 - Execution of this section, is acceptable, provided that the system includes the specified smoke seal or will provide a smoke seal. The length of time of the fire resistance may be disregarded.

ACCESSORIES:

Fill, Void or Cavity Materials: As classified under category XHHW in the U.L. Fire Resistance Directory or Mortars as approved by Warnock Hersey.

Forming Materials: As classified under category XHKU in the U.L. Fire Resistance Directory.

PART 3 - EXECUTION:

EXAMINATION:

Verification of Conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.

Verify barrier penetrations are properly sized and in suitable condition for application of materials.

Do not proceed until unsatisfactory conditions have been corrected.

PREPARATION:

Clean surfaces to be in contact with penetration seal materials, of dirt, grease, oil, loose materials, rust, or other substances that may affect proper fitting, adhesion, or the required fire resistance.

INSTALLATION:

Install penetration seal materials in accordance with printed instructions of the U.L. Fire Resistance Directory or Mortars per Warnock Hersey approval and in accordance with manufacturer's instruction.

Seal holes or voids made by penetrations to ensure an effective smoke and fire barrier.

Where floor openings without penetrating items are more than four inches in width and subject to traffic or loading, install firestopping materials capable of supporting same loading as floor.

Protect materials from damage on surfaces subject to traffic.

Where large openings are created in walls or floors to permit installation of pipes, ducts, cable tray, bus duct or other items, close unused portions of opening with firestopping material tested for the application. See U.L. Fire Resistance Directory or Warnock Hersey approvals and Section 3 of this document.

Install smoke stopping as specified for firestopping.

Where rated walls are constructed with horizontally continuous air space, double width masonry, or double stud frame construction, provide vertical, 12 inch wide fiber dams for full thickness and height of air cavity at maximum 15 foot intervals.

FIELD QUALITY CONTROL:

Examine penetration sealed areas to ensure proper installation before concealing or enclosing areas. Keep areas of work accessible until inspection by applicable code authorities. Perform under this section patching and repairing of firestopping caused by cutting or penetration by other trades.

ADJUSTING AND CLEANING:

Clean up spills of liquid components. Neatly cut and trim materials as required. Remove equipment, materials and debris, leaving area in undamaged, clean condition.

PERFORMANCE:

The firestopping work noted in this section shall be performed by the appropriate contractor who is responsible for that phase of work he is performing. To wit: Mechanical, HVAC, Dry Wall, etc.

Firestopping work performed by the referenced contractor shall be in compliance with the requirements of this Section.

The General Contractor shall perform firestopping work required at all construction gaps and other locations not covered by specific trades. This requirement is conditioned upon the option noted in paragraph below.

At the option of the General Contractor, he may award the firestopping work for the entire project to one contractor for complete one source responsibility, with all work to be performed in compliance with this Section.

For each section of the specifications for a trade that involves through wall, floor or partition penetrations, the involved contractor shall perform firestopping work as specified in this Section and as applicable to the specification for that trade. This requirement is conditioned upon the option noted in paragraph above.

END OF SECTION 07 84 00

SECTION 07 92 00 - JOINT SEALANTS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications sections, apply to the work of this section.

SCOPE:

Work under this heading includes sealants and caulking countertops.

MANUFACTURERS RECOMMENDATION:

Should materials specified not be type as recommended by manufacture for size or joint and/or location of sealants, or should sealants and backing material specified not be compatible, contractor shall notify architect prior to purchasing and installing and material.

SUBMITTALS:

General: Submit in accordance with requirements of Section 01 33 00 - Submittals.

Product Data; Joint Sealers: Submit manufacturer's product specifications, handling/installation/curing instructions, and performance tested data sheets for each elastomeric product required.

PART 2 - PRODUCTS

GENERAL MATERIALS:

General Sealer Performance Requirements: Provide colors indicated, or, if not otherwise indicated, as selected by Architect from manufacturer's standard colors. Select materials for compatibility with joint surfaces and other indicated exposures, and except as otherwise indicated select modulus of elasticity and hardness or grade recommended by manufacturer for each application indicated.

INTERIOR CAULKING/SEALANTS:

Product Uses: Interior seal for nonporous surfaces; ceramic tile, cultured marble, showers, tubs, sinks, plumbing fixtures or wherever humid conditions and high temperatures exist.

Products: "Dow Corning" 786 Mildew Resistant Silicone Sealant. "DAP" – Kwik Seal Plus

Colors: White and Translucent White.

Product Uses: general purpose interior caulking where little or no joint movement is expected. Paint grade material, acrylic latex.

Products: "Bostik" Chem-Calk 600; "DAP" – Alex Plus

Colors: Paintable with latex and oil-based paints.

Fire Stop Sealant: Where new work penetrates a rated wall or ceiling assembly as approved, fire rated, sealant is required.

PART 3 - EXECUTION

INSPECTION:

General: Installer must examine conditions under which caulking and sealants work is to be performed and must notify Contractor and Architect in writing of unsatisfactory conditions. Do not proceed with work until all unsatisfactory conditions have been corrected in manner acceptable to installer.

MANUFACTURER'S INSTRUCTIONS:

General: Comply with manufacturer's printed instructions except where more stringent requirements are shown or specified, and except where manufacturer's technical representative directs otherwise.

JOINT PREPARATION:

Cleaning: Clean joint surfaces immediately before installation of sealant or caulking compound. Remove dirt, insecure coatings, moisture and other substances which could interfere with bond of sealant or caulking compound. Etch concrete and masonry joint surfaces as recommended by sealant manufacturer. Roughen vitreous and glazed joint surfaces as recommended by sealant manufacturer.

Priming: Prime or seal joint surfaces where indicated, and where recommended by sealant manufacturer. Do not allow primer/sealer to spill or migrate onto adjoining surfaces.

INSTALLATION:

CURE AND PROTECTION:

General: Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability. Advise Contractor of procedures required for cure and protection of joint sealers during construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at time of Substantial Completion.

END OF SECTION 07 92 00

SECTION 09 29 00- GYPSUM BOARD

PART 1- GENERAL

RELATED REQUIREMENTS INCLUDED ELSEWHERE

Drawings and general provisions of Contract including General and Supplementary Conditions and other Division 1 Specification Sections apply to this section.

RELATED TECHNICAL ITEMS:

Rough carpentry: Division 6
Painting: Division 9
Painting schedule: Division 9

STANDARD

All materials shall be installed in accordance with the manufacturers' current directions. The products listed in this section are by United States Gypsum Co. They are used as a minimum standard in this section. Other manufacturer products shown to be equal will be considered for acceptance by prior approval.

PRODUCT DELIVERY, STORAGE AND HANDLING:

All materials shall be delivered in their original unopened packages and stored in an enclosed shelter providing protection from damage and exposure to the elements. Damaged or deteriorated materials shall be removed from the premises. Store all panels flat.

ENVIRONMENTAL CONDITIONS:

In cold weather and during gypsum panel application and joint finishing, temperatures within the building shall be maintained within the range of 55 degrees to 70 degrees F. (13 degrees to 21 degrees C.) Adequate ventilation shall be provided to carry off excess moisture.

SUBMITTALS

Submit product data and test reports, in compliance with Section 01 33 00 - Submittals.

PART 2 - PRODUCTS

GYPSUM WALLBOARDS

General: Provide wallboards in maximum lengths and widths available that will minimize short edge-to-edge butt joints and to correspond to support system indicated.

Typical Paper-Faced Gypsum Board:

Material Quality Standard: ASTM C36, Type X
Product Description: Noncombustible gypsum core with paper surfacing on face, back and long edges; tapered long edges; 5/8 inch; UL Classified for fire resistance.

Acceptable Manufacturers and Products:

G-P Gypsum corp. "ToughRock Fireguard Gypsum Board"
USG Corp. "Sheetrock Gypsum Panels, Firecode Core"
National Gypsum. "Gold bond Fire-Shield"

FINISHING PRODUCTS:

Joint Treatment: Fiberglass Drywall Tape and Ready-Mix All Purpose Joint Compound or Setting Type Joint Compound.

Textured Coatings:

Ceiling: Fine Spray Texture; Medium Spray Texture; Course Spray Texture
Walls: Spatter and Knockdown; Spatter; Orange Peel

FIRESTOP:

See Section 07 92 00 – Sealants

PART 3 - EXECUTION

INSTALLATION:

General: In accordance with the following reference standards and manufacturer's recommendations:

LEVELS OF FINISH: Match Existing

TEXTURE FINISHES: Match Existing

Note: Surfaces to receive textured finishes must be primed with a flat white alkyd primer.

PROTECTION:

REVISE BELOW IF OTHER THAN AIA GENERAL CONDITIONS ARE USED.

Protect gypsum board installations from damage and deterioration until the date of Substantial Completion.

END OF SECTION 09 29 00

SECTION 09 91 00 - PAINTING

PART 1 - GENERAL

RELATED REQUIREMENTS INCLUDED ELSEWHERE

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to the work of this section.

Related technical items include but are not limited to the following:

Section 09 91 10 - Painting schedule
Finish schedule - on drawings

SCOPE OF WORK

The work to be done by the painting contractor shall include the furnishing of all materials, labor, tools, and equipment required to complete the painting and decorating of the building(s) as specified. The contractor that performs this work shall be fully responsible for having his equipment comply with current OSHA regulations, and having available all Material Safety Data sheets that pertain to the products used. The submission of a bid by this contract confirms an understanding of all conditions pertaining to this work and proper application of materials specified.

WORKMANSHIP

All materials shall be applied free from runs, sags, wrinkles, streaks, shiners, and brush marks.

All materials shall be applied uniformly. If any reduction of the coating's viscosity is necessary, it shall be done in accordance with the manufacturer's label directions.

A minimum interior temperature of 65°F shall be maintained during the actual application and drying of the paint, and until occupancy of the building occurs. Adequate ventilation shall be maintained at all times to control excessive humidity which will adversely affect the curing of coatings. The General Contractor is solely responsible for maintaining suitable temperature and ventilation.

Before painting begins, all other crafts shall have completed their work and shall have removed all dirt and debris resulting therefrom. The rooms or areas are to be left in broom clean conditions.

MATERIALS:

Bids are to be based on coatings manufactured by Benjamin Moore & Co., Sherwin Williams or PPG Industries, except as otherwise specified. Requests for changes or variations must be made by the contractor in writing, stating reasons with detailed extra costs or savings per hour of labor and/or per gallon of material, for approval by the architect prior to the award of the contract. See Section 00 63 20 – Product Options - Prior Approvals.

Colors shall be those approved by the Owner.

All paint and coatings must be delivered to the job site in manufacturer's original containers.

The contractor shall prepare proper size acceptable samples of each color and sheen required for approval by the project Owner.

It is to be understood by the general contractor and the painting contractor that all coatings must conform to all state and local regulations including VOC/VOS rules at the time of application.

Lead/Mercury - the contractor shall not use paints formulated with these materials. If the architect references a product that contains one of these materials, the contractor shall notify the architect in writing.

Contractor is wholly responsible for compatibility and bonding of all materials including application to both new and existing surfaces.

PREPARATION OF SURFACES:

The contractor shall be wholly responsible for the quality of his work and is not to commence any part of it until surface is in proper condition.

If the contractor considers a surface unsuitable for proper finishing, he is to notify the architect of this fact in writing. He is not to apply any material until corrective measures have been taken, or the architect has instructed him to proceed.

All surfaces are to be clean. If for any reason the surface cannot be cleaned, this condition shall be promptly reported to the architect.

If the painting contractor has been instructed by the General Contractor to begin painting under conditions and circumstances he believes could result in poor performance and early failure of the coatings, he shall request the architect for a decision in writing.

The prime coat should be applied soon after surface preparation has been completed, to prevent contamination of the substrate.

EXTRA MATERIALS:

The contractor shall provide one unopened gallon of paint of each type and color specified for the Owner's use upon completion of the project. Deliver to the Owners representative prior to close-out.

PART 2 - PRODUCTS: (Not Applicable) See Section 09 91 10

PART 3 - EXECUTION:

INTERIOR SURFACES - NEW CONSTRUCTION:

Drywall Wallboard

All surfaces must be free of sanding dust, and joint treatment cement should be thoroughly dry.

Damaged or defective surfaces are to be repaired by spackling or by other appropriate measures.

Steel corner beading is to be coated with SPS before applying water-thinned coatings.

INTERIOR SURFACES - PREVIOUSLY PAINTED SURFACES:

Wood, to be painted (Doors & trim):

Surfaces must be clean and free of wax, grease, and water-soluble materials.

Glossy surfaces should be dulled by sanding. Do not use liquid de-glosser on surfaces to be top coated with latex enamels.

Remove loose or scaling paint by scraping and sanding. Repair holes, crevices, and cracks with appropriate patching compound.

Surfaces that have been defaced with marking pens, crayons, lipsticks, etc., should be washed with solvents, then spot primed with SPS or QD 30 to control residual "bleeding."

Scarred or chipped spots should be aggressively sanded so as to feather them flush with the surface.

Drywall, Walls and Ceilings:

Remove all peeling or scaling paint by scraping. Sand areas thoroughly to feather edges smooth with adjacent surface.

Cracks, holes and blemished areas are to be filled and sanded flush with adjacent surfaces, then spot primed with finish coating.

Surfaces that have been defaced with marking pens, crayons, lipsticks, etc., should be washed with solvents, then spot primed with SPS or QD 30 to control residual "bleeding."

Walls and ceiling in kitchens and bathrooms are to be thoroughly washed with a detergent solution.

Glossy surfaces should be dulled by sanding lightly with #00 sandpaper.

Ceilings or walls that exhibit water stains are to be sealed with SPS or QD 30.

END OF SECTION 09 91 00

SECTION 09 91 10 - PAINTING SCHEDULE

PART 1 - GENERAL

RELATED REQUIREMENTS INCLUDED ELSEWHERE

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to the work of this section

Related technical items include but are not limited to the following:

Section 09 91 00 - Painting
Room finish material schedule on drawings.

The products described in this section are manufactured by Benjamin Moore & Co. Products of at least equal quality from the manufacturers listed in Section 09 91 00 - Painting will be accepted. All new substrates require one prime coat and two finish coats.

Paint colors will be as selected by the architect. In areas where repairs and additions are made and not scheduled to be repainted, the colors shall match existing adjacent color finish.

PART 2 – PRODUCTS

WOOD - INTERIOR

Painted: Previously painted surfaces do not require a primer coat.

Finish System:

One coat: Multi-Purpose Primer 067 Series

Two coats: Advance Waterborne Interior Alkyd Semi-Gloss 793 Series

DRYWALL - INTERIOR

Painted: Previously painted surfaces do not require a primer coat.

Finish System:

One coat: High Build Latex Primer HB-2100

Two coats: Ultra Spec 500 Interior low sheen -Ceiling, Semi-Gloss Wall

METALS – INTERIOR- DOORS

Ferrous – Painted: Previously painted surfaces do not require a primer coat.

One coat: Ultra Spec HP Acrylic Metal Primer HP04 Series

Two coats: Multapply Waterborne Acrylic SemiGloss Enamel 1190 Series

END OF SECTION 09 91 10

SECTION 12 35 30 - RESIDENTIAL CASEWORK (WOOD)

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General Conditions and Division 1 Specifications sections, apply to the work of this section.

WORK INCLUDED:

Scope: Provide HUD Severe Use Kitchen Wall and Base Cabinets and Countertops.

RELATED WORK:

General: Following items of related work are included in other sections:

Finish Carpentry: Section 06 20 00
Rough Carpentry: Section 06 61 00
Solid Surface Fabrications- Section 06 61 16

REFERENCES:

Cabinets:

HUD Minimum Property Standards for Housing, 1984 Edition (with changes).
ANSI/KCMA A161.1 - Recommended Performance and Construction Standards for Kitchen and Vanity Cabinets, 1990; HUD Guide Specifications 12370 (9-93) for Residential Cabinets.

Plywood:

ANSI/HPMA HP - Hardwood and Decorative Plywood, 1983.
US Product Standard PS 1-83 - Softwood Plywood, Construction and Industrial
Pressure Treated Lumber: AWPAC Standard C2 - Lumber, Timbers, Bridge Ties and Mine
Ties - Preservative Treatment by Pressure Processes, 1992.

Solid Surface Countertops: Section 06 61 16

Joint Sealants:

Federal Specification (FS) TT-S-001543A - Sealing Compound: Silicone Rubber Base (for Calking, Sealing and Glazing in Buildings and other structures).

ASTM C920 - Elastomeric Joint Sealants

Certification:

ASNI Z34.1 - Certification, Third Party Certification Program, 1987.

SUBMITTALS:

Submit product data and shop drawings for cabinets and countertops.

Submit samples of wood veneers with manufacturer's standard finishes and plastic laminate patterns and colors. Provide sample base cabinet showing typical severe use cabinet construction.

Provide Manufacturer's written certification that cabinets and countertops meet or exceed specified requirements.

QUALITY ASSURANCE:

Cabinets shall display the label or seal of Kitchen Cabinet Manufacturer's Association (KCMA) and shall be certified by the manufacturer as meeting the requirements of HUD Guide Specifications 12370 (9-93) for Residential Cabinets.

Cabinets shall comply with following:

Architectural Barriers Act of 1968 as amended (42 USC 4152-4157) and HUD implementing regulations (24 CFR Part 40).

Uniform Federal Accessibility Standards (UFAS)

Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) and HUD implementing regulations 24 CFR Part 8.

Fair Housing Accessibility Guidelines (24 CFR Chapter 1)

Americans with Disabilities Act of 1990 (ADA) (28 CFR Part 35).

DELIVERY, STORAGE AND HANDLING:

Deliver, store, protect and handle products to site under provisions of Section 01600 Materials and Equipment.

Do not deliver cabinets until building or storage area is enclosed and sufficiently dry to prevent damage from excessive changes in moisture content.

PROJECT CONDITIONS:

Field Measurements: Field measure spaces to receive cabinets before beginning fabrication. Conform to building lines and neatly fitted around opening, pipes and other obstructions.

PART 2 - PRODUCTS

CABINETS-GENERAL

Cabinets: Standard size factory manufactured, assembled and finished for severe use as scheduled. Comply with:

HUD Minimum Property Standards for Housing, Paragraph 611-1.
ANSI/KCMA A161.1

Cabinet Construction: Hardwood face frames and reveal overlay construction.

Base and Wall Cabinets shall have same construction and same appearance.

Cabinet Materials:

Plywood: ANSI/HPMA HP and PS 1.
Pressure Treated Lumber: AWPC C2

Vanity Cabinets: Sizes as indicated on drawings.

Cabinet Finish: Comply with ANSI/KCMA A161.1 finish test and performance requirements.

Exposed Surfaces and Interior of Cabinet: Factory finished consisting of stain, sealer and top coat, lightly sanded between application.

Sealer and Top Coats: Oven dried.

Stain Color: Selected by Architect from manufacturer's standard colors.

Toe Kick: Trim ends of toe kick flush with cabinet base. Paint flat black.

Fillers and Molding: Use scribe mould and fillers to assure accurate job fit.

Molding and Fillers: Outside corners, scribes, cove molding and trim molding.

Fillers: Include corner base fillers, base fillers and wall fillers.

Finish: Match cabinet finish

Joint Sealant: Mildew resistant one-component silicone; FS TT-S-001543A, Class A; ASTM C920, Type S, Grade NS, Class 25, Uses NT, G and A.

Color: Selected by Architect from manufacturer's standard line.

HUD SEVERE USE CABINETS:

Wall and Base Cabinets:

Construct to produce sturdy and rigid construction.

Wall and Base Cabinets and Countertops shall be constructed of solid lumber and/or exterior grade plywood with wood veneer core.

Particleboard, flakeboard, fiberboard, or hardboard not allowed.

Base Cabinets:

Parts Touching Floor shall be pressure treated solid lumber.

Provide integral toe space of minimum 3 inches by 3 inches.

Toe Kicks shall be 3/4 inch net thickness, pressure treated solid lumber.

Face Frames: 3/4 inches net thick kiln dried solid hardwood, free of knots and selected for light uniform color suitable for stain finish.

Frames shall be mortised and tenoned, dovetailed or doweled, glued and stapled under pressure and filled and sanded.

Vertical End Members (Stiles) shall be minimum 1 ½ inch net width.

Vertical Center Members between Doors and Drawers (Mulls) shall be minimum 2 inches net width.

Horizontal Members (Rails) shall be 1 3/4 inches net width.

Stiles and Top and Bottom Rails shall be dadoed to receive ends, bottoms and tops.

Door and Door Hardware:

Doors shall be 3/4 inch thick 7-ply A-D grade exterior hardwood plywood with no more than one veneer joint on face.

Edges shall be reversed shaped to form continuous finger grip around sides.

Edges shall be filled and sanded smooth prior to finish.

Acceptable Hardwoods shall be: Beech, Birch, Maple or Oak suitable for stain finish.

Hinges shall be manufacturer's standard heavy duty with self-closing feature, semi-concealed type.

Drawers and Drawer Hardware:

Fronts Construction and Finish shall be same as doors.

Sides and Backs shall be minimum 1 1/16 inch net thickness Grade C solid lumber with sides dovetailed or mortised and tenoned into fronts.

Backs shall be dadoed into sides.

Bottoms shall be minimum 1/4 inch softwood or hardwood exterior plywood let into front, sides and back.

Drawer Parts shall be glued and nailed or stapled together.

Mount drawers on metal side rails with 75 pound loading capacity.

Cabinet Members or Glides: Attached at rear to 3/4 inch solid lumber hanging rail or ½ inch solid lumber or plywood block which is attached to 3/4 inch solid lumber hanging rail by use of metal rear mount brackets or by continuous wraparound method.

Installation Cleats shall be minimum 3/4 inch by 3 1/2 inches net thickness S4S, Grade C. kiln dried solid lumber, dadoes to receive bottoms and tops.

Provide two horizontal members running full length of cabinet at top and bottom.

Base Cabinets with Drawers: Side mount drawer slide bracket(s) rigidly attached to 1/2 inch thick plywood or wood block which is rigidly attached to top cleat. See "Drawers" paragraph above for alternate mounting.

End Panels:

Exposed End Panels shall be 1/2 inch thick 5-ply exterior hardwood plywood, selected for light uniform color.

Ends Not Exposed shall be 1/2 inch exterior softwood plywood, Grade A-D with Grade A side to inside of cabinet.

Ends shall be dadoed minimum of 1/4 inch deep to receive shelves, bottoms and tops.

Ends shall be let into dado in face frame.

Base Cabinet End Panels shall stop 3 1/2 inches above floor and supported by 3/4 inch by 3 1/2 inch pressure treated solid lumber member.

Shelves and Wall Cabinet Bottoms shall be 1/2 inch Grade 2-2 exterior hardwood plywood or Grade A-D exterior softwood plywood with wood banded front edge or 3/4 inch net thickness solid lumber.

Shelves shall be let into dadoes of end panels and braced behind mulls.

Bottoms shall be let into (rabbet or dado, manufacturer's choice) ends, cleats and front frames.

Shelves and Bottoms shall be glued and stapled.

Cabinet Backs:

Provide on cabinets.

Backs shall be minimum 1/4 inch thick Grade 2-2 exterior hardwood plywood or A-D grade exterior softwood plywood.

Backs shall be securely glued and stapled to ends, 3 1/2 inch cleats and shelves of cabinet.

Backs shall be let into dado of ends and cleats or may be applied flush with ends and cleats.

Base Bottoms shall be 1/2 inch thick Grade 2-2 exterior hardwood plywood or A-C Grade exterior softwood plywood.

Bottoms shall be let into (rabbet or dado, manufacturer's choice) end panels, front rails and installation cleats.

Bottom shall be supported by 3/4 inch net thickness pressure treated solid lumber braces 24 inches o.c. running front to rear of cabinet and resting on finished floor.

Door and Drawer Pulls:

Equal to "Amerock" - 3

Center to Center Bar Pulls Model: BP1901155.

Cabinet Face Design: "Shaker".

PART 3 - EXECUTION

EXAMINATION

Examine existing spaces to verify that they are ready to receive cabinets and countertops.

Verify grounds, blocking and supports for proper location and support of cabinets before beginning installation. Verify location of mechanical and electrical rough-ins to assure proper match with installed equipment.

Survey each kitchen to verify dimensions for cabinets and countertops.

Trim-out all base cabinet toe kicks with new wall base to match existing and paint to match wall finish.

END OF SECTION 12 35 30

SECTION 22 00 00 – MECHANICAL - GENERAL PROVISIONS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings, general provisions of Contract, including General and Supplementary Conditions, and other Division-1 Specification Sections, apply to work of this section.

SCOPE:

The scope of the mechanical work in this project shall include all labor, materials, equipment, etc., required for the complete installation of the mechanical systems as shown on the drawings hereinafter specified under the subsequent sections of Division 22 of these specifications.

REFERENCE STANDARDS:

All work shall be performed in strict accordance with the latest editions of the applicable state and national building codes and local ordinances.

Refer to each section for applicable codes and reference standards.

FEES, PERMITS AND TAXES:

This contractor shall obtain all permits, inspection fees, connection fees, and approvals applicable to his trade as required by local authorities. The contractor shall be responsible for the payment of all such permits, inspection fees, connection fees, and approvals. The contractor shall also pay all taxes levied for labor and materials associated with work under this Division.

QUALITY ASSURANCE:

This contractor shall use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Division.

In the event of conflict between or among specified requirements and pertinent regulations and/or codes, the more stringent requirement will govern when so directed by the Engineer.

SUBMITTALS:

Comply with pertinent provisions of the General Conditions and Supplemental Conditions.

Product data: Within 35 calendar days after the contractor has received the Owner's Notice to Proceed, submit:

- A. Materials list of items proposed to be provided under this Division;
- B. Manufacturer's specifications, catalog cuts, and other data to prove compliance with the specified requirements;
- C. Shop drawings and other data as required to indicate method of installing and attaching equipment.

These specifications and drawings are intended to indicate a standard of quality for materials and equipment by the listing of manufacturer's names and catalog numbers and/or referenced standards. It is the responsibility of the contractor and/or supplier to prove equality for any substitutions.

Provide three (3) copies of all submittal data and shop drawings.

The Architect's/Engineer's review of the submittal data and shop drawings shall not relieve the contractor of responsibility for deviations from the contract drawings or specifications.

WARRANTY:

This contractor shall warrant all workmanship, material, equipment systems, etc., provided by him for a period of one year after substantial completion of the project. This warranty means that this contractor shall make good to the Owner, at no cost, any defects that become apparent during the year following substantial completion. This warranty is in addition to any other guarantees or warranties and is not intended to limit such other guarantees or warranties.

DEFINITIONS:

The following words and phrases as used herein are hereby defined:

"provide": Furnish and install all material, equipment, and labor required for a complete installation ready for operation in accordance with the intent of the Contract Documents.

"as required": Provide the necessary work, material, and equipment in accordance with manufacturer's installation instructions and applicable codes and regulations with proper industry standard workmanship.

"contractor": Contractor engaged to execute the work under this division of the specifications only, even though he may be technically described as a sub-contractor.

"intent of the Contract Documents": The specific intent of these documents is to provide to the Owner, in a thoroughly functional condition, all the various systems, equipment, etc., indicated herein. Final authority over interpretation of the "intent" shall rest with the Engineer.

"shall": Indicates a mandatory requirement.

INSPECTION OF THE SITE:

The drawings are prepared from the best information available and reflect all conditions commensurate with this information. However, the contractor should visit the site, verify the locations, sizes, depths, pressures, etc., of all existing utilities and become familiar with working conditions, hazards, existing grades, soil conditions, obstructions, local requirements involved, etc.

All proposals shall take these existing conditions and any revisions required into consideration. Notify the architect in writing of any existing site conditions that will impair the proper operation of the utilities.

CONSTRUCTION REQUIREMENTS & COORDINATION OF WORK:

The contractor shall be responsible for his material and equipment fitting into the building and shall conform to the details of the installation as recommended by the manufacturers of the material and equipment. Provide all necessary pilot lines, control lines, make-up water lines with appropriate backflow device, and other such lines and devices for equipment and fixtures as required whether indicated on the drawings or not. Equipment and fixtures shall be installed in such manner to make oiling devices and parts requiring service and maintenance readily accessible.

All pipe openings shall be kept closed during construction until the final connections are made and the systems are complete and closed.

SLEEVES:

All piping and ductwork, regardless of material, which passes through a concrete slab, (except slab on grade), masonry wall, roof or other portion of the building structure shall be free from the structure and shall pass through a sleeve furnished and installed by the Subcontractor responsible for the work involved.

CONSTRUCTION SAFETY:

This contractor shall assume all responsibility regarding the safety of his personnel on the project during construction.

DAMAGE:

This Contractor shall be responsible for damage to project caused by this Contractor's failure to recognize hazards associated with items such as leaks, scheduling of work, inexperienced workmen, excessive cutting, etc.

This Contractor shall repair, at no expense to the Owner, any such damage.

MANUFACTURERS' DIRECTIONS:

The manufacturers' published directions shall be strictly followed in the delivery, storage, protection, installation, piping and wiring of all equipment and material. The Contractor shall promptly notify the Architect in writing of any conflict between the requirements of the contract documents and the manufacturers' directions and shall obtain the Architect's instructions before proceeding with the work. Any such work performed that does not comply with the manufacturers' directions shall have deficiencies corrected at no cost to the Owner.

PART 2 - PRODUCTS

MATERIALS:

All materials shall be new and free from defects and shall bear the manufacturer's name, trade name, and the UL label in every case where a standard has been established. Materials or equipment damaged in shipment or otherwise damaged prior to installation shall not be repaired at the job site, but shall be replaced with new materials.

MANUFACTURER'S REQUIREMENTS:

When a manufacturer's name appears in these specifications, it is not to be construed that the manufacturer does not have to meet the full requirements of the specifications or that his standard cataloged item will be acceptable.

SERVICE AND REPAIR PARTS:

All equipment installed on this project shall have local representation, local factory authorized service, and a local stock of repair parts.

FLAME SPREAD PROPERTIES OF MATERIALS:

All materials and adhesives used for air conditioning filters, acoustical lining, and insulation shall conform to NFPA and UL life, safety and flame spread properties of materials. The composite classifications shall not exceed 25 for a flame spread rating and 50 for a smoke developed rating for these classifications as listed for the basic materials, the finishes, adhesives, etc., specified for each system and shall be such when completely assembled.

PART 3 - EXECUTION

WORKMANSHIP:

All work shall be done by experienced craftsmen skilled in the applicable trade.

Sloppy work shall be rejected and corrected at no additional expense..

PROTECTION OF STRUCTURE:

Each Contractor in performing his work shall take particular care not to damage the structure. All finished floors shall be covered to prevent any damage by workmen or their tools and equipment during the construction of the building. In addition, each Contractor shall protect any materials on the job site whether a part of this contract or the property of another Contractor.

CUTTING AND PATCHING:

All cutting incidental to the work in this section such as installation of sleeves, piping, equipment, etc., shall be coordinated with the General Contractor. Cutting shall be performed by this Contractor and patching shall be by the General Contractor. This Contractor shall not cut any structural element or any finished work without permission from the Architect.

ELECTRICAL WORK:

All wiring and conduit and mounting of all electrical devices shall be provided under Division 16, except for such items that are completely wired at their point of manufacture and so delivered and unless specifically noted to the contrary herein.

EQUIPMENT CONNECTIONS:

This Contractor shall bring required services to equipment items furnished under other sections of this specification or by the Owner, make final connections, and leave equipment ready for operation.

CLEAN-UP:

It shall be the responsibility of each trade to cooperate fully with the other trades on the job to help keep the job site in a clean and safe condition. At the end of each day's work, each trade shall properly store all of his tools, equipment, any surplus materials and clean up debris caused by his portion of the work. When all work has been finally tested, the Contractor shall clean all work installed by him, including all fixtures, equipment, pipes, ducts and all exposed work. All pipes shall be flushed out and left free of all obstructions. All plates, grilles, and other finished products shall be thoroughly cleaned and polished.

AS-BUILT DRAWINGS:

Each contractor and subcontractor shall maintain one (1) set of prints on the job, indicating any and all changes made during construction. At the completion of the project, this set shall be turned over to the Architect, including revised control and wiring diagrams.

FIRE STOPPING:

All penetrations of fire rated ceilings, walls, partitions, or floors shall be firestopped using approved materials to maintain the fire rating of the ceiling, wall, partition, or floor. Methods and materials shall be approved by local code officials

END OF SECTION 22 00 00

22 00 00-4

SECTION 22 07 00 – PLUMBING INSULATION

PART 1 - GENERAL

RELATED REQUIREMENTS INCLUDED ELSEWHERE:

Drawings and general provisions of Contract including General and Supplementary Conditions and other Division 1 Specification sections apply to this section.

WORK INCLUDED

Piping system insulation – Drain at sink- Water Piping

DOMESTIC HOT AND COLD WATER PIPING

All cold water and hot water piping, fittings and valve bodies above grade shall be insulated with ½" thick, molded fiberglass mitered to fit the piping. This insulation material shall be an all purpose white vapor barrier jacket with flap and factor applied. Provide rigid factor fitting covers.

CONDENSATE DRAIN PIPING

Plumbing P-trap receptors shall be insulated with ½" thick molded fiberglass with an all purpose white vapor barrier jacket with flap. ADA Compliant Furnished rigid factory fitting covers.

PART 2 - EXECUTION

GENERAL

Sections of insulation shall be placed around the pipe tightly butted into place. The jacket laps shall be drawn tight and smooth and secured with a factory applied self sealing lap. Circumferential joints shall be covered with butt strips, not less firm 3 " wide, of material identical to the jacket material. Adhesive used to secure the butt strip shall be the same as used to secure the jacket laps.

PROTECTION AND REPLACEMENT

Replace damaged insulation which cannot be repaired satisfactorily, including units with vapor barrier damage and moisture saturated units.

Protection: Insulation installer shall advise contractors of required protection for insulation work during remainder of construction period, to avoid damage and deterioration.

END OF SECTION 22 07 00

SECTION 22 10 00 – PIPING SYSTEMS

PART 1 -GENERAL

RELATED REQUIREMENTS INCLUDED ELSEWHERE:

Drawings and general provisions of Contract including General and Supplementary Conditions and other Division 1 Specification sections apply to this section.

SCOPE:

Work in this section shall include piping, fittings, accessories etc., to be used in piping systems in accordance with the intent of the Contract Documents and shall include the following principal items:

Piping
Valves

REFERENCED STANDARDS:

National Bureau of Standards (NBS).
Cast Iron Soil Pipe Institute (CISPI).
American Society of Testing & Materials (ASTM).
American Water Works Association (AWWA).
National Fire Protection Association (NFPA).
Factory Mutual Engineering Corporation (FM).
American Society of Mechanical Engineers (ASME).

PART 2 - PRODUCTS

DOMESTIC WATER PIPING:

Domestic water piping, within the building and above ground, shall be type "L" hard drawn commercially pure copper joint fittings per ASTM B-88 and hard solder. Flux shall be a non-corrosive paste type. Cored solder will not be allowed; all solder shall be a solid string or wire type. Where soldered copper piping must be connected to screwed brass pipe, a cast brass adaptor shall be used. Piping shall be assembled with 95-5 tin/antimony solder or 95-5 tin/silver solder.

No solder containing lead shall be used. At Contractor's option Victaulic grooved copper system may be used per manufacturer's recommendations for sizes 2" through 3".

Water piping connections to fixtures or equipment shall be made by use of brass pipe or nipples, chrome plated where exposed to view in finished areas, screwed into copper to IPS adaptor fittings. Ferrous piping connections shall not be used in copper piping systems.

Dielectric insulating couplings shall be provided between ferrous and copper piping systems.

Domestic water piping control valves shall be provided by this Contractor where required to adequately control and isolate the various domestic water piping systems. Provide stem extensions for insulated valves equal to Nibco's Nib-Seal extended handle.

Valves shall be as manufactured by Nibco, Crane, Stockham, Milwaukee, Walworth or Grinnell and equal to Milwaukee or Nibco numbers as stated below:

Gate valves throughout the domestic water piping shall be equal to Nibco S-111 or Milwaukee Gate 149, solder joint, 125 lb., rising stem, solid wedge disc.

Check valves shall be equal to Nibco S-413-Y or Milwaukee Check 1509-S, 125 lb., bronze check valve with "Buna-N" disc.

SANITARY DRAINAGE: Match Existing

PART 3 - EXECUTION

PIPING INSTALLATION:

The piping systems required under the Mechanical division of these specifications shall be installed in a neat and workmanlike manner. All pipe hangers shall be of the type mentioned in this section and shall be so spaced and installed as to maintain a rigid piping system, adequately supported both laterally and vertically. All underground pre-insulated chiller water piping shall be installed per manufacturer's recommendations.

All domestic piping systems shall be installed level and the low points of all risers shall have gate valves 1/2" in size installed with hose ends in order to adequately drain the system.

At each group of plumbing fixtures and at each piece of equipment, gate valves shall be furnished and installed by this Contractor so that these groups of fixtures or pieces of equipment may be isolated from accessible locations. Provide General Contractor with locations of all access doors. Access doors required for these valves shall be furnished by this Contractor.

All valves shall be so located as to make the removal of their bonnets possible. All flanged valves shown in the horizontal positions shall be mounted with valve stem inclined one bolt hole above the horizontal lines shall be "made-up" with valve stem inclined at an angle of thirty (30) degrees above the horizontal position. All valve stems must be true and straight at the time the system is tested for final acceptance.

Pipe shall be cut accurately to measurements established at the site and worked into place without springing or forcing.

All piping penetrations through fire rated ceilings, walls or floors shall be fire stopped using approved materials to maintain the fire rating of the ceiling, wall or floor structure. Fire stop shall be equal to BIO Fireshield, Inc., BIOTHERM 200 or BIO K-2 mortar as applicable.

All piping connections to equipment and fixtures shall contain flanges or unions to allow easy removal whether or not shown on the plans.

PIPING JOINTS:

Screwed joints shall have full cut pipe threads. Joints shall be assembled with an approved compound applied to only the male threads. A minimum of three pipe threads shall remain exposed when the joint is assembled..

Solder joints shall be assembled with square cut pipe using a pipe cutter. Hack saw cut pipe ends shall be reamed to full size. Both the pipe and fittings shall be furnished absolutely clean. Brazing flux shall be applied to both the pipe and the fittings. The use of corrosive acid flux will not be permitted. During the brazing, the pipe and fittings must be charged with nitrogen gas.

PVC Plastic pipe joints shall be assembled by applying NSF approved Oatey all purpose purple primer and all purpose clear solvent or approved equal. PVC primer and solvent cement shall be applied to both the pipe and fittings in accordance with the manufacturer's recommendations. Join the pipe fittings to completely set the pipe within the fitting and rotate the pipe within the fitting one-half revolution to evenly distribute the solvent cement.

SCHEDULE OF PLUMBING BRANCHES:

The size of branches or runouts to each fixture shall be as indicated on the drawings. Where no size of connection is indicated, connection shall be not less than in accordance with the following schedule or local plumbing code:

<u>Fixture</u>	<u>Waste</u>	<u>Vent</u>	<u>C.W.</u>	<u>H.W.</u>
Sinks	3"	2"	1/2"	1/2"

END OF SECTION 22 10 00

SECTION 22 41 00 - PLUMBING FIXTURES, EQUIPMENT AND DRAINS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings, general provisions of Contract, including General and Supplementary Conditions, and other Division-1 Specification Sections, apply to work of this section.

GENERAL:

Refer to Section 22 00 00 for General Requirements for Mechanical work.

SCOPE OF WORK:

Furnish and install all labor, materials, equipment, tools and services and perform all operations required in connection with or properly incidental to the installation of complete plumbing fixtures and plumbing equipment, as indicated on the drawings, reasonably implied therefrom, or as specified herein, unless specifically excluded.

Plumbing fixtures shall be supplied, set and connected as listed herein and as shown on the drawings. Fixtures shall be protected from damage during construction and shall be thoroughly cleaned of all tape and adhesive prior to final acceptance.

Special mounting heights of plumbing fixtures shall be coordinated with architectural details of each toilet area.

REFERENCE STANDARDS:

International Building Code
State of Louisiana Sanitary Code

PART 2 - PRODUCTS

FITTINGS AND PIPES:

All exposed piping and fittings connected to plumbing fixtures shall be polished chrome-plated brass. Concealed piping and fittings shall be made of brass. Provide chrome-plated brass escutcheons wherever pipes pass through walls, floors and ceilings.

Provide all required water, waste, soil and vent connections to all plumbing fixtures and equipment, with all fittings, supports, fastening devices, cocks, valves, traps, closet flanges, etc., leaving all in complete working order.

FIXTURES:

All plumbing fixtures shall be new, first quality, free from marks or chips and shall be furnished with sufficient support in order to adequately hang each and every unit.

All plumbing fixtures shall be complete with all required trim, including stop valves whether specifically shown and/or specified or not, and all such stop valves shall have a metal-to-metal seat.

All trim, supply fittings, closet flanges, etc., shall be furnished whether correctly specified or not in order to securely fit the fixture involved to the particular roughing-in available.

PLUMBING FIXTURES: (SUBMITTAL REQUIRED)

Kitchen Sink –Stainless steel, 20 ga. – ADA Acceptable- See Drawings

PART 3 - EXECUTION:

INSTALLATION:

Plumbing fixtures and equipment shall be set in place, leveled and connected as indicated on the drawings. Fixtures shall be protected from damage during construction and shall be thoroughly cleaned of all tape and adhesive prior to final acceptance.

Contractor shall set and connect all fixtures, including fixtures and equipment furnished by others, in strict accordance with the manufacturer's printed instructions and applicable industry standards as indicated.

Caulk around wall mounted fixtures with fine continuous bead of white silicon sealant.

Supplies to each fixture or piece of equipment shall be valved for service.

All drains shall be trapped and vented.

Do not install aerators on faucets until system has been flushed out and sterilized.

END OF SECTION 22 41 00

SECTION 26 00 00 - BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

RELATED REQUIREMENTS INCLUDED ELSEWHERE:

Drawings and general provisions of Contract including General and Supplementary Conditions and other Division 1 Specification sections apply to this section.

WORK INCLUDED

General: The scope of the electrical work in this project shall include all labor, materials, equipment, etc., required for the complete installation of the electrical systems as shown on the drawings and hereinafter specified under the subsequent sections of Division 26 of these specifications.

Work includes new circuits and breaker from existing panel in electrical room.

REFERENCE STANDARDS

All work shall be performed in strict accordance with the latest editions of the applicable state and national building codes and local ordinances.

Refer to each section for applicable codes and reference standards.
NFPA 70 – National Electrical Code.

QUALITY ASSURANCE

This contractor shall use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Division.

In the event of conflict between or among specified requirements and pertinent regulations and/or codes, the more stringent requirement will govern.

SUBMITTALS

Submit shop drawings on all items and manufacturer's descriptive literature of specialty items. See Section 01 33 00 - Submittals.

CONSTRUCTION REQUIREMENTS & COORDINATION OF WORK

For purposes of clearness and legibility, drawings are essentially diagrammatic and, although size and location of equipment are to be drawn to scale whenever possible, the contractor shall make use of all data in all of the contract documents and shall verify this information at building site.

Plan all work so that it proceeds with a minimum of interference with other trades. Inform all parties concerned of openings required for equipment or conduit in the building construction for electrical work and provide all special frames, sleeves and anchor bolts as required. Coordinate the electrical work with the mechanical installation.

Work lines and established heights shall be in strict accordance with architectural drawings and specifications insofar as these drawings and specifications extend. Verify all dimensions shown and establish all elevations and detailed dimensions not shown.

Lay out and coordinate all work well enough in advance to avoid conflicts or interference's with other work in progress so that in case of interference the electrical layout may be altered to suit the conditions, prior to the installation of any work and without additional cost to the Owner. Conflicts arising from lack of coordination shall be this Contractor's responsibility.

Perform this work in conformity with the construction called for by other trades and afford reasonable opportunity for the execution of their work. Properly connect and coordinate this work in such a manner as not to delay or interfere with the work of other trades.

Examine the drawings and specifications for the general and mechanical work and the work of other similar trades. Coordinate this work accordingly. Provide written confirmation that the electrical requirements for all mechanical equipment have been coordinated with the mechanical contractor.

Promptly report to the Architect any delay or difficulties encountered in the installation of this work which might prevent prompt and proper installation or make it unsuitable to connect with or receive the work of others. Failure to so report shall constitute an acceptance of the work of other trades as being fit and proper for the execution of this work.

WORKMANSHIP, MATERIALS AND EQUIPMENT

All work shall be performed in a workmanlike manner and shall present a neat and mechanical appearance when completed. All materials shall be of type, quality and minimum rating prescribed herein or indicated on the plans.

PROTECTION OF WORK

This contractor shall protect his work at all times from damage by breakage, dirt, foreign materials, etc., and shall replace all work so damaged. The contractor shall use every precaution to protect the work of others, and he will be held responsible for all damage to other work caused by his work or through the neglect of his workmen.

This contractor shall receive, unload and protect all equipment to be provided under this division by the contractor. Additionally, the contractor shall receive, unload and protect all equipment to be provided by others but connected by this contractor.

INSPECTION OF THE SITE

The drawings are prepared from information made available by the Owner. However, the contractor should visit the site prior to submitting a proposal and should verify the locations, sizes, depths, pressures, etc. of all existing utilities and familiarize himself with working conditions, hazards, existing grades, soil conditions, obstructions, etc. If it becomes evident that existing site conditions will impair the proper operation of the utilities, the Architect shall be notified in writing.

All proposals shall take these existing conditions and any revisions required into consideration, and the lack of specific site information on the drawings shall not relieve the contractor of any responsibility.

DAMAGE

This Contractor shall be responsible for damage to the project caused by this Contractor's failure to recognize hazards associated with items such as lack of power, scheduling of work (tardiness), inexperienced workmen, excessive cutting, etc.

This Contractor shall repair at no expense to the Owner any such damage.

This Contractor shall familiarize himself with working conditions to the extent that he shall be responsible for damage to concealed piping, wiring and other equipment meant to remain, and shall repair any damage caused by his negligence at no cost to the Owner.

PART 2 - PRODUCTS

MATERIALS: All materials shall be new and free from defects and shall bear the manufacturer's name, trade name, and the UL label in every case where a standard has been established. Materials or equipment damaged in shipment or otherwise damaged prior to installation shall not be repaired at the job site but shall be replaced with new materials. Products shall match building standards.

PART 3 - EXECUTION

WORKMANSHIP

All work shall be done by experienced craftsmen skilled in the applicable trade.

Unprofessional and incomplete work shall be rejected and corrected at no additional expense.

MANUFACTURER'S INSTALLATION INSTRUCTIONS

All equipment shall be installed in strict compliance with manufacturer's installation instructions.

END OF SECTION 26 00 00

SECTION 26 51 13 – LIGHTING - INTERIOR

PART 1 - GENERAL:

RELATED REQUIREMENTS INCLUDED ELSEWHERE:

Drawings and general provisions of Contract including General and Supplementary Conditions and other Division 1 Specification sections apply to this section.

REFERENCED STANDARDS

NFPA 70 - National Electrical Code
NFPA 101 - Life Safety Code

PART 2 - PRODUCTS

ACCEPTABLE MANUFACTURERS:

Provide the following devices or approved equivalent: See Drawings.

LIGHTING FIXTURES (SUBMITTAL REQUIRED):

Provide fixtures including interior fixtures as indicated on the drawings.

PART 3 - EXECUTION

LIGHTING FIXTURES: REPLACEMENT OF EXISTING

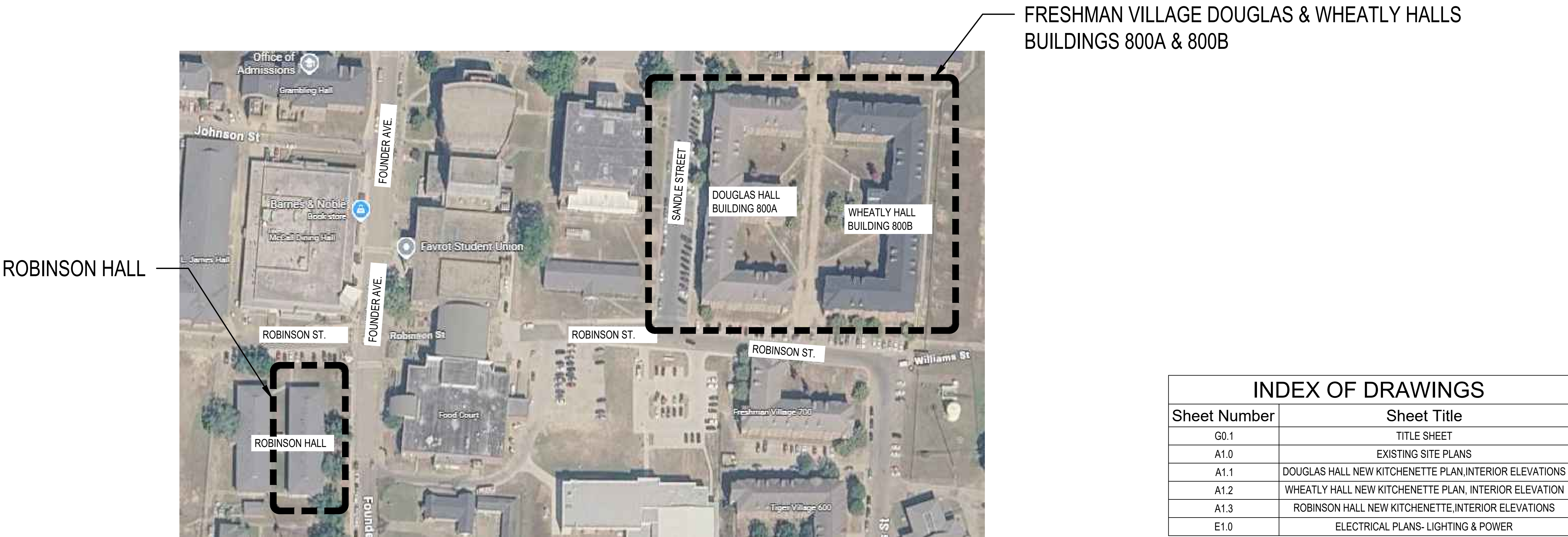
Installation methods for each fixture shall be as indicated or detailed and as recommended by the fixture manufacturer for the application. Supports such as mounting brackets, hangers, clamps, etc., and support methods shall be provided in the best practical manner consistent with good workmanship and appearance.

Any fixture damaged during construction prior to final acceptance of the project shall be replaced or repaired to the satisfaction of the Architect.

Contractor shall note architectural finish schedules and existing conditions and furnish proper mounting accessories or trim as required to properly mount each fixture.

END OF SECTION 26 51 00

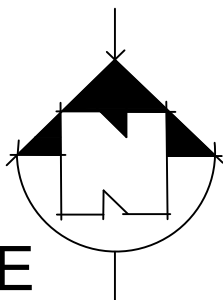
GRAMBLING STATE UNIVERSITY
KITCHENETTE ADDITIONS FOR
BUILDINGS 800A & 800B - DOUGLAS & WHEATLY HALLS
AND ROBINSON HALL
SANDLE STREET & FOUNDER AVE.
GRAMBLING, LOUISIANA 71245



INDEX OF DRAWINGS	
Sheet Number	Sheet Title
G0.1	TITLE SHEET
A1.0	EXISTING SITE PLANS
A1.1	DOUGLAS HALL NEW KITCHENETTE PLAN, INTERIOR ELEVATIONS
A1.2	WHEATLY HALL NEW KITCHENETTE PLAN, INTERIOR ELEVATION
A1.3	ROBINSON HALL NEW KITCHENETTE, INTERIOR ELEVATIONS
E1.0	ELECTRICAL PLANS- LIGHTING & POWER

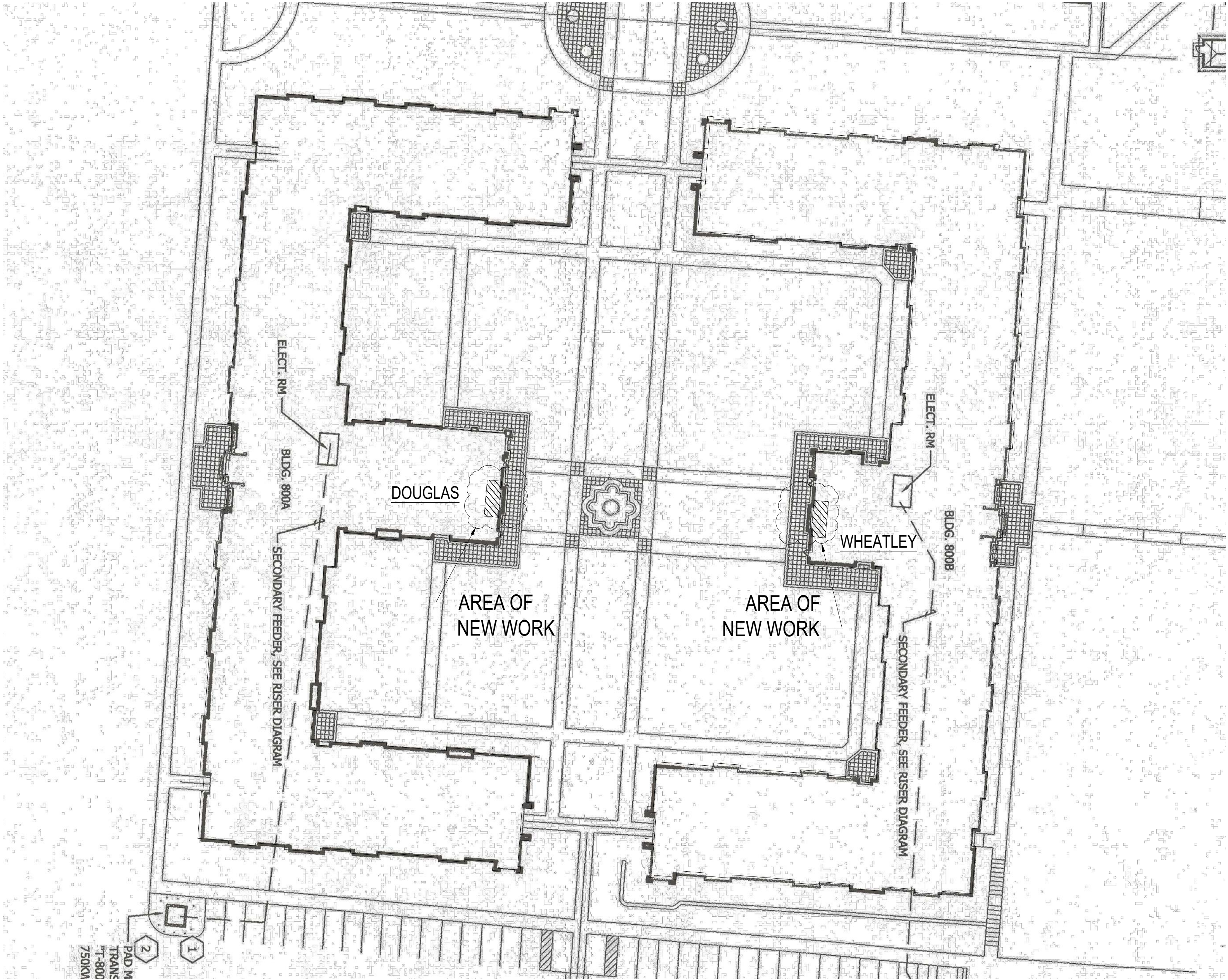
VICINITY MAP

NM PROJECT NO. 253144
DESIGN DEVELOPMENT PHASE
DATE:



ARCHITECT
 NEWMAN MARCHIVE INCORPORATED
2800 YOUREE DRIVE, SUITE 310
SHREVEPORT, LOUISIANA 71104
WWW.NEWMANINC.COM

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1 EXISTING SITE PLAN
DOUGLAS & WHEATLY HALLS-BUILDINGS 800A & 800B



2 EXISTING SITE PLAN - ROBINSON HALL

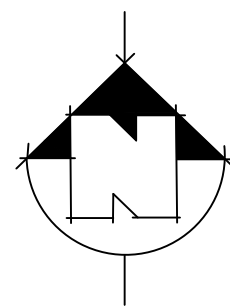
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		Date:					
					PROJECT# 253144		
					SHEET# A1.0		

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1 DOUGLAS HALL - BUILDING 800A - REFERENCE PLAN
SCALE: NO SCALE



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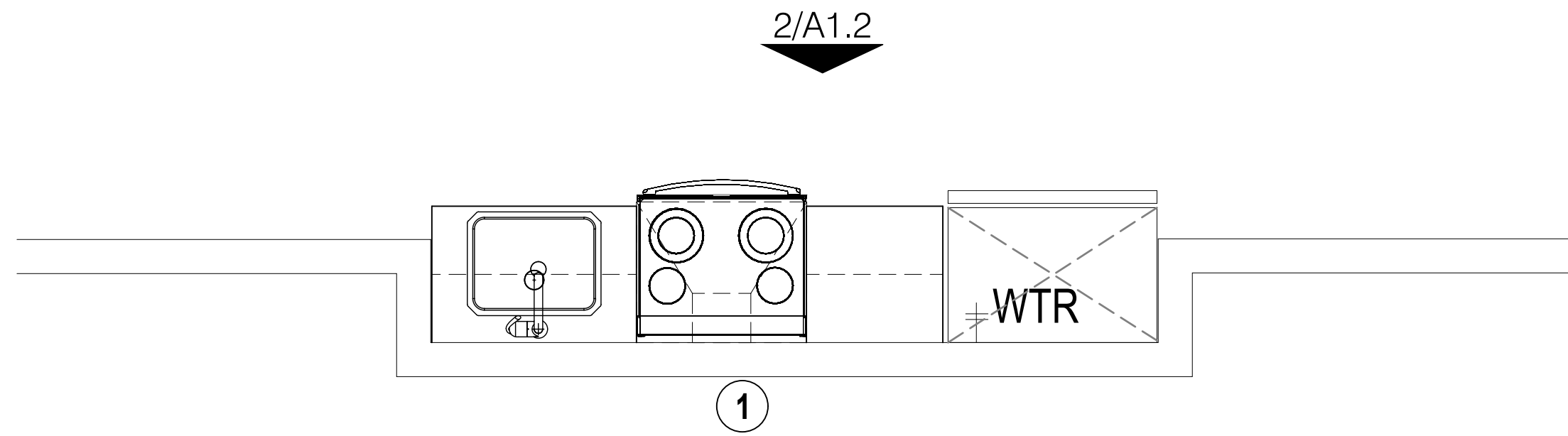
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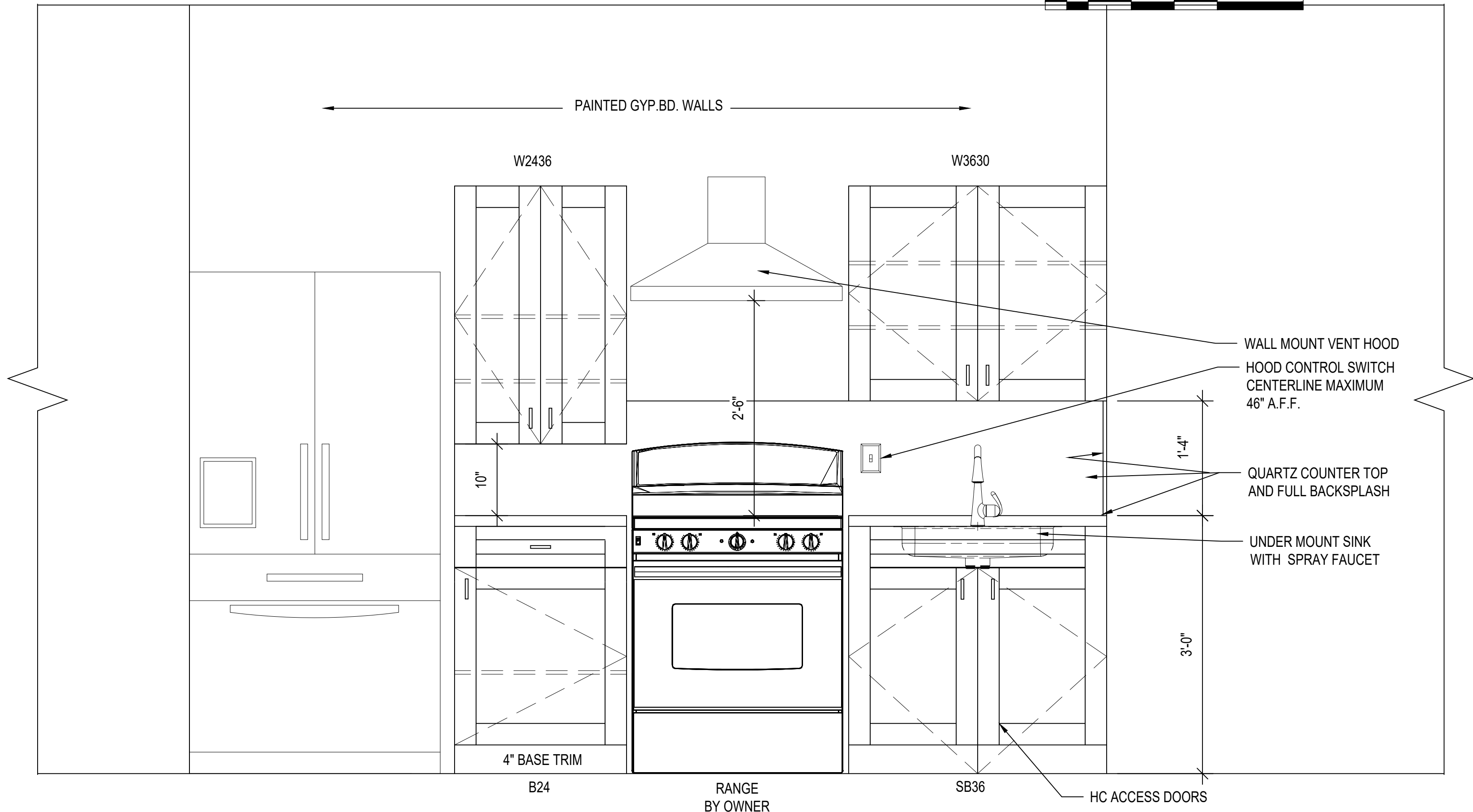
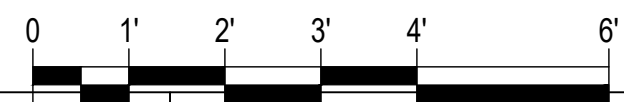
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FRESHMAN VILLAGE - DOUGLAS & WHEATLY HALLS
AND ROBINSON HALL
GRAMBLING , LOUISIANA
Date:



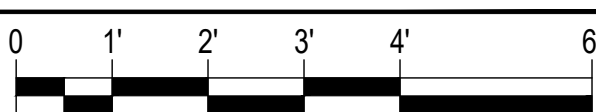
REVISED	ENLARGED FLOOR PLANS AND INTERIOR ELEVATIONS	DESIGN DEVELOPMENT PHASE NOT FOR CONSTRUCTION SUBMITTED: _____
	PROJECT# 253144 SHEET# A1.1	



2 NEW KITCHENETTE- DOUGLAS HALL



3 INTERIOR ELEVATION
NEW KITCHENETTE- DOUGLAS HALL



PLUMBING NOTES:

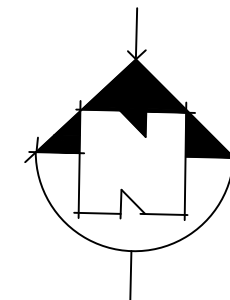
1. REMOVE GYPSUM BOARD TO LOCATE 3" SEWER DRAIN PIPE.
2. REMOVE GYPSUM BOARD CEILING TO ACCESS WATER (HOT & COLD) ABOVE. (2ND FLOOR APARTMENT BATHROOM).

ELECTRICAL NOTES:

1. REMOVE GYPSUM BOARD CEILING AS REQUIRED FOR INSTALLATION OF CONDUIT & WIRING FOR NEW CIRCUITS FOR KITCHEN APPLIANCES.
2. NEW ELECTRICAL CIRCUITS FOR RANGE , REFRIGERATION AND OUTLETS TO BE PROVIDED FROM EXITING PANEL IN ELECTRICAL ROOM. CONDUIT MAY BE SURFACE MOUNTED IN CORRIDOR , THEN ABOVE IN CLASSROOM 132.

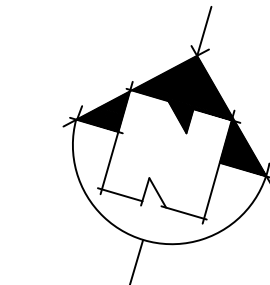


SCALE: NO SCALE



Date:

DESIGN DEVELOPMENT PHASE
NOT FOR CONSTRUCTION
SUBMITTED: _____

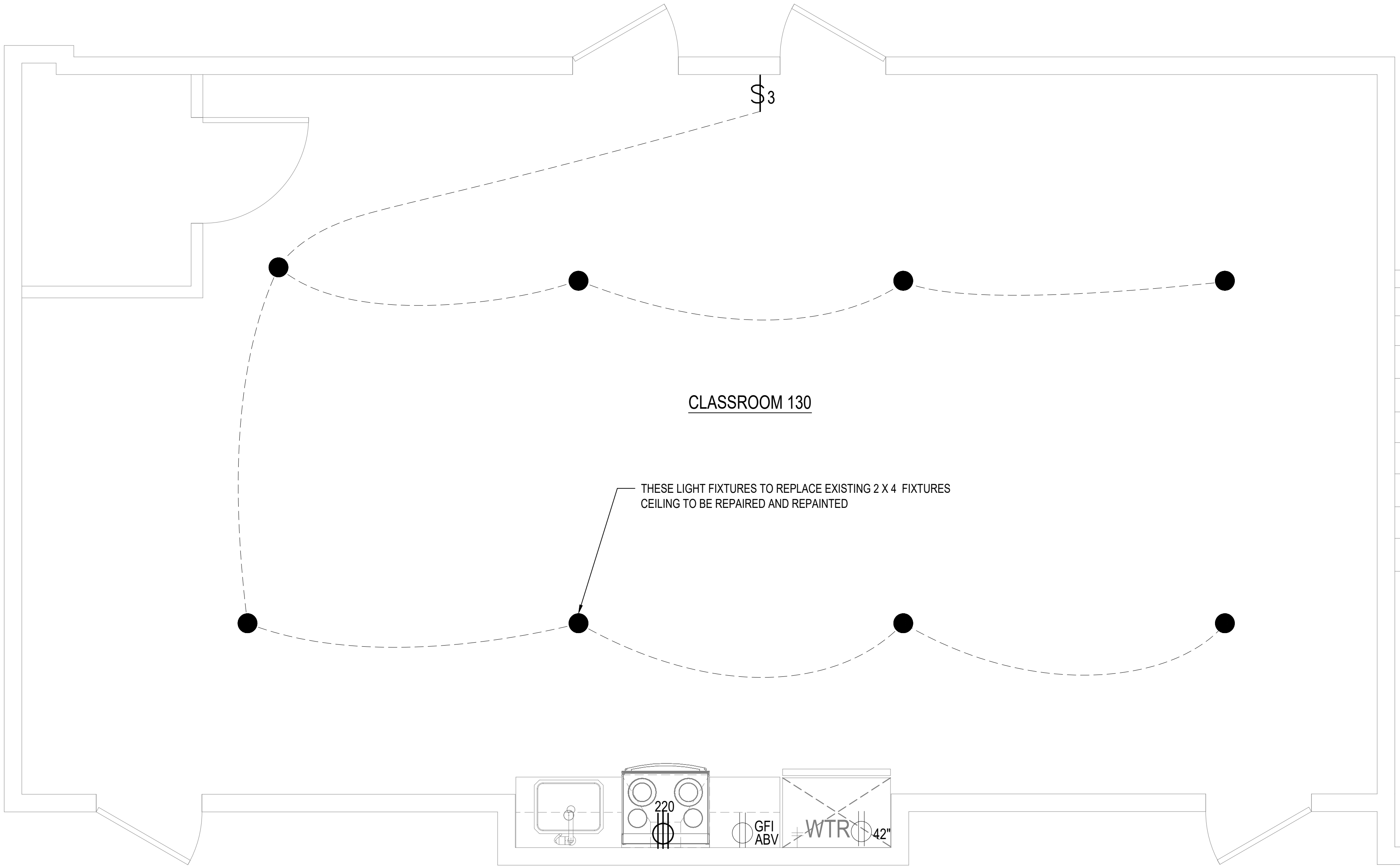


CONNECT SINK TO EXISTING DRAIN AND WATER (HOT & COLD)

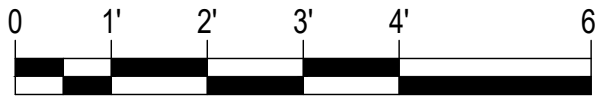


 Newman Marchive Incorporated NEWMAN MARCHIVE HENDERSON ZARAGOZA ARCHITECTURE / ENVIRONMENTAL CONSULTING A PROFESSIONAL CORPORATION	OFFICE (318) 219-1814 2800 YOUREE DRIVE, SUITE 310 SHREVEPORT, LOUISIANA 71104 WWW.NEWMANINC.COM	GRAMBLING STATE UNIVERSITY-KITCHENETTE ADDITIONS FRESHMAN VILLAGE - DOUGLAS & WHEATLY HALLS AND ROBINSON HALL GRAMBLING , LOUISIANA	REVISED	ENLARGED FLOOR	DESIGN DEVELOPMENT PHASE NOT FOR CONSTRUCTION SUBMITTED: _____
				PLANS AND INTERIOR	
				ELEVATIONS	
			PROJECT# 253144		
			SHEET# A12		

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1 ELECTRICAL PLAN LIGHTING & POWER - BUILDING 800B - WHEATLY HALL



NOTE:
BUILDING 800A ONLY POWER! LIGHTING
ALREADY REPLACED!

PLUMBING NOTE:

1. REMOVE GYPSUM BOARD CEILING TO ACCESS WATER (HOT & COLD) ABOVE. (2ND FLOOR APARTMENT BATHROOM).

ELECTRICAL NOTES:

1. REMOVE GYPSUM BOARD TO LOCATE 3" SEWER DRAIN PIPE.
2. REMOVE SURFACE MOUNTED LIGHT FIXTURES.
3. REMOVE GYPSUM BOARD CEILING AS REQUIRED FOR INSTALLATION OF CONDUIT & WIRING FOR NEW CIRCUITS FOR KITCHEN APPLIANCES.
4. NEW ELECTRICAL CIRCUITS FOR RANGE , REFRIGERATION AND OUTLETS TO BE PROVIDED FROM EXITING PANEL IN ELECTRICAL ROOM. CONDUIT MAY BE SURFACE MOUNTED IN CORRIDOR , THEN ABOVE IN CLASSROOM.

ELECTRICAL SYMBOLS

- 110V DUPLEX WALL RECEPTACLE
- 110V DUPLEX WALL RECEP. MTD. 42" AFF.
- GROUND FAULT INTERRUPTER - ABOVE COUNTER
- 220V WALL RECEPTACLE
- 110V DUPLEX WALL RECEP. MTD. ABOVE COUNTER
- 11" CEILING MOUNTED PUCK LIGHT FIXTURE WITH BATTERY BACK UP
- TRIPLE POLE SWITCH
- DOUBLE POLE SWITCH

NOTES

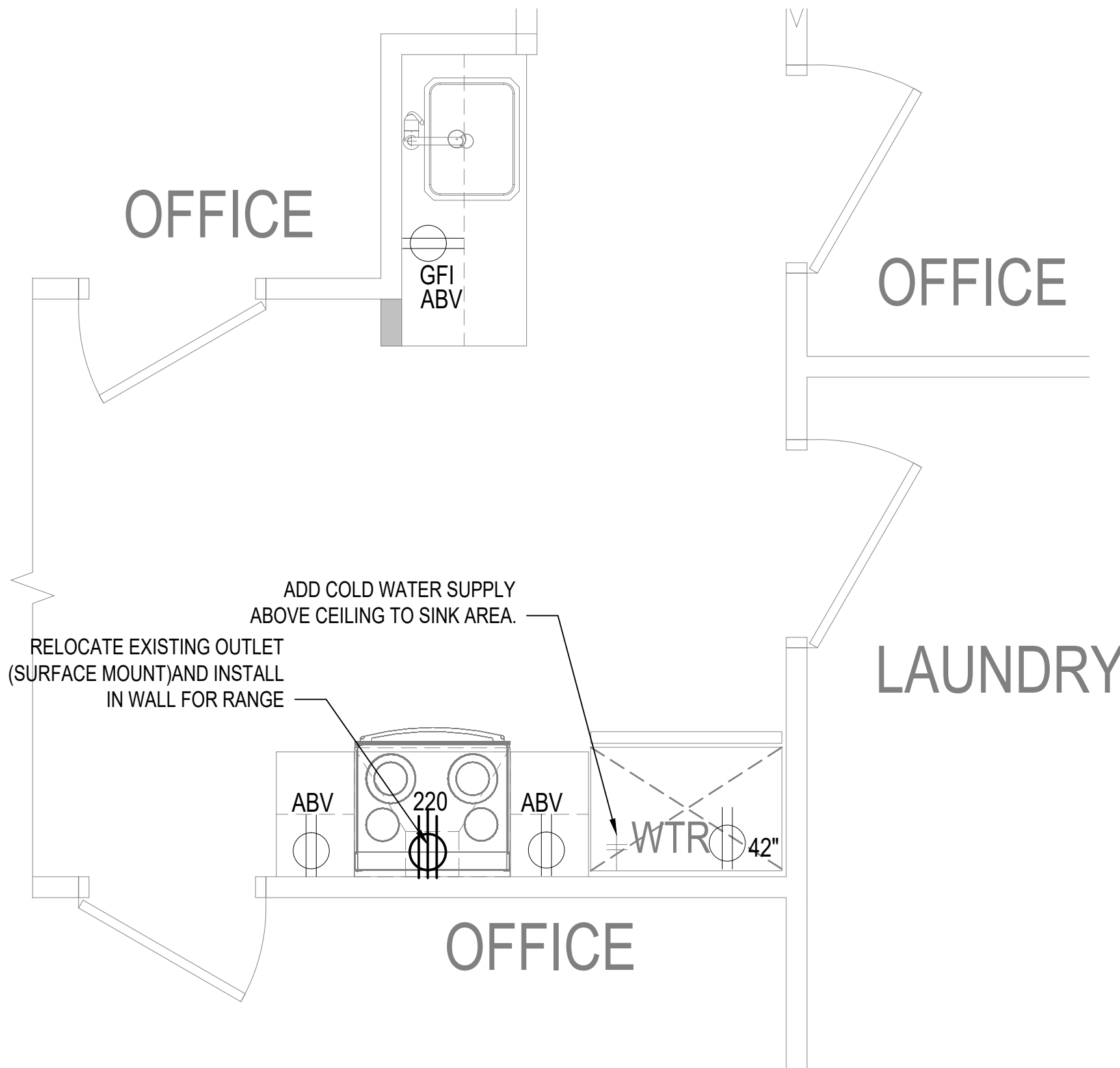
NOTE: THIS IS A SCHEMATIC PLAN, EXACT LOCATIONS ARE TO BE DETERMINED BY ELECTRICAL CONTRACTOR/OWNER OR AS CODE REQUIRES, UNLESS SPECIFIC LOCATION IS NOTED.

THE GHOSTED FLOOR PLAN IS FOR REFERENCE ONLY, NOT TO BE REFEREED TO FOR ANY STRUCTURAL CHANGES.

MECHANICAL/ELECTRICAL CONTRACTOR TO VERIFY ELECTRICAL REQUIREMENTS FOR ALL MECHANICAL EQUIPMENT, ELECTRICAL APPLIANCES ETC.

ALL OUTLETS ABOVE COUNTER HEIGHT IN KITCHEN AND BATHROOMS TO BE G.F.I. TYPE AS PER LOCAL CODES.

COORDINATE ALL WORK WITH BUILDING CONTRACTOR



1 ELECTRICAL PLAN - POWER ONLY - ROBINSON HALL



NOTE: DO NOT SCALE PLANS TO OBTAIN DIMENSIONS FOR CONSTRUCTION. CONTACT THE ARCHITECT FOR FURTHER INFORMATION.
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