

Addendum No. 1

Paving and Exterior Improvements at Various Calcasieu Parish Libraries Project
Various Locations, Calcasieu Parish, LA
Project No.: DB-2025-FM-149

Calcasieu Parish Police Jury
1015 Pithon Street
Lake Charles, LA

TO ALL CONTRACTORS:

This Addendum is hereby made a part of the Contract Documents dated May 5, 2025 and prepared by Brossett Architect, LLC.

The following items shall be considered part of the Contract Documents and shall be included in the same upon executions of the Contract. Changes made by Addenda take precedence over information published at an earlier date. Any changes, which may affect construction or proper installation of materials, equipment or structures, not specifically mentioned in this addendum, shall be brought to the attention of the Architect before submitting bid. Otherwise, such conditions, if found later to exist, must be worked out in an acceptable manner at no additional cost to the Owner.

It is understood and agreed that the following alterations, changes and/or omissions shall be made in the Plans and the Specifications, as now drawn and written, and that such alterations, changes and/or omissions shall be incorporated in the project during construction. Unless such an alteration, change and/or omission is specifically mentioned in this addendum, the plans and specifications as now drawn and written, shall govern in all respects.

Acknowledge receipt of this Addendum on the Bid Form.

Bidders are advised to call attention of all sub-bidders and suppliers to all information and changes which may affect their work.

This addendum consists of a total of 32 pages.

PART 1 – Drawing Modifications

1. No drawing modifications this addendum.

PART 2- Project Manual Modifications

1. Advertisement, Item 1: The receive bid time and day is changed to March 31, 2026 at 2:00PM
2. Supplementary Conditions: Supplementary conditions included in the project manual to be removed and the attached Supplementary Conditions included as part of the Bidding and contract documents.
3. 092216: Attached specifications 092216 to be included in the project as part of the project manual and for relevant areas of work.

END OF ADDENDUM NO. 1

Calcasieu Parish Police Jury Capital Projects Supplementary Conditions for the AIA A201-2017 Edition

Revised February 2026



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Supplementary Conditions

Note to Reader

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction AIA Document A201, 2017 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of the Article, Paragraph, Subparagraph or Clause shall remain in effect. Articles, Paragraphs, Subparagraphs or Clauses modified or deleted have the same numerical designation as those occurring in the General Conditions.

ARTICLE 1 GENERAL PROVISIONS

§1.1 BASIC DEFINITIONS

§1.1.1 The Contract Documents

Delete the third sentence and add the following sentence: "The Contract Documents shall include the Bidding Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda."

ARTICLE 2 OWNER

§2.2 EVIDENCE OF THE OWNER'S FINANCIAL ARRANGEMENTS

Delete Section 2.2.

§2.3.1 In the first sentence, delete: all before "the Owner shall secure..."

§2.3 Information and Services Required of the Owner

§2.3.5 (Add the following sentence to the end of Subparagraph 2.3.5): "The Owner shall not be responsible for any explanation or interpretation of the Contract Documents."

(Add the following Paragraph 2.6)

§2.6 Owner's Right of Partial Occupancy

§2.6.1 The Owner shall have the right to use any and all portions of the building that have reached such a stage of completion as to permit occupancy or use provided that such occupancy or use does not hamper the Contractor or prevent his efficient completion of the Contract. Use form provided in the Contract Documents entitled "Beneficial Occupancy."

ARTICLE 3 CONTRACTOR

§3.4 LABOR AND MATERIALS

3.4.2 Delete Section 3.4.2.

§3.6 TAXES

(Delete Paragraph 3.6 and replace with the following)

The Contractor shall not pay any State or local sales taxes for materials and equipment which become fixed and permanent property of the governmental entity for this project. All forms and guidelines shall be in accordance with the Louisiana Department of Revenue and Taxation. Contained in the bidding documents, the Louisiana Department of Revenue Form R-85012-T entitled Public Project Contractor/Subcontractor Sales Tax Certification and Exemption Application (Louisiana Revised Statute 47:305.7 (A)(1)(b)), for use by the Contractor and Subcontractors for the Project which is required by the State of Louisiana Department of Revenue and Taxation, Sales Tax Division. The Contractor and Subcontractors are to provide the completed Form R-85012-T and a copy of the executed agreement to the Louisiana Department of Revenue when applying for certification and exemption of sales tax.

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

Delete and Add §3.7.1 “The Contractor shall make arrangements for such tests, inspections and approvals with third-party Testing Laboratory and the Contractor shall bear all related costs of tests, inspections and approvals.

Delete Section 3.7.5 and substitute the following:

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

§3.8 ALLOWANCES

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

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

§ 3.9 SUPERINTENDENT

3.9.1 Add the following to the end of the paragraph:

Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

§ 3.10.1 For projects with a contract sum greater than \$1,000,000.00, the

Contractor shall include with the schedule, for the Owner's and Architect's information, a network analysis to identify those tasks which are on the critical path, i.e., where any delay in the completion of these tasks will lengthen the project timescale, unless action is taken. A revised schedule shall be submitted with each Application and Certificate for Payment. No payment shall be made until this schedule is received.

§3.10.3 In the first sentence, delete the word "general". After the first sentence, add the following:

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

Add the following Sections:

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

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

§3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§3.18 INDEMNIFICATION

Delete section and refer to the contractual language in section 6 of the Calcasieu Parish Police Jury's sample contract.

ARTICLE 4 ARCHITECT

§4.1 General

(Delete Subparagraph 4.1.1 and replace with the following)

§4.1.1 The term Architect, when used in the Contract Documents, shall mean the prime designer (Architect, Professional Engineer, or Landscape Architect), or his authorized representative, lawfully licensed to practice architecture, engineering, or landscape architecture in the state of Louisiana, identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender.

ARTICLE 5 SUBCONTRACTORS

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

Delete Section 5.2.1, and substitute the following:

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

Delete Section 5.2.2, and substitute the following:

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

Delete Sections 5.2.3 and 5.2.4 and substitute the following:

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

§5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete Sections 5.4, 5.4.1, 5.4.2 and 5.4.3

ARTICLE 7 CHANGES IN THE WORK

§7.1 General

(Add the following Subparagraph)

§ 7.1.4 As part of the pre-construction conference submittals, the contractor is to submit the following prior to the commencement of work.

- Fixed job site overhead cost itemized with documentation to support daily rates.
- Insurance and Bond Premium Rates, as a percentage, with supporting information from the General Contractor's carrier.

§7.2 Change Orders

(Delete Section 7.2.1, and substitute the following Sections: Add the following Subparagraphs 7.2.1 through 7.2.8)

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

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

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

Supervision shall not be included as a line item in the "Cost of the Work", except when the change results in a documented delay in the critical path, as described in Section 7.2.7.

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

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

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

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

§ 7.2.3 Overhead and Profit - The Contractor and Subcontractor shall be due home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 8% of the direct cost of any portion of Work.

The credit to the Owner resulting from a change in the Work shall be the sum of those items above, including overhead and profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit shall be computed for credits to the Owner and extras to the Contractor. The Owner shall receive full credit for the computed overhead and profit on credit change order items.

§ 7.2.4 The cost to the Owner resulting from a change in the Work shall be the sum of: Cost of the Work (as defined at Section 7.2.2) and Overhead and Profit (as defined at Section 7.2.3), and shall be computed as follows:

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

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

§ 7.2.4.3 When the Work is a combination of General Contractor Work and Subcontract Work; that portion of the direct cost that is General Contractor Work shall be computed per Section 7.2.4.1 and that portion of the direct cost that is Subcontract Work shall be computed per Section 7.2.4.2.

- Premiums for the General Contractor's bond may be included, but after the markup is added to the Cost of the Work.
- Premiums for the Subcontractor's Bond shall not be included.

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

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

- A detailed, itemized list of labor, material and equipment costs for the General Contractor's Work including quantities and unit costs for each item of labor, material and equipment.
- An itemized list of labor, material and equipment costs for each Subcontractor's and/or Sub-Subcontractor's Work including quantities and unit costs for each item of labor, material and equipment.

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

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

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

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

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

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

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

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

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

Architect. Unit prices shall cover cost of Material, Labor, Equipment, Overhead and Profit.

§7.3 CONSTRUCTION CHANGE DIRECTIVES

Use the term, "Field Order" instead of Construction Change Directive. Field Order(s) requires Owner's approval.

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

§7.4 Minor Changes in the Work

(Add the following after the last sentence): "However, any changes which effect a reduction in quantity or quality of materials or equipment shall not be made without the written approval of the Owner."

ARTICLE 8 TIME

§8.1 Definitions

§8.1.2 (Change the words "in the Agreement" to read "by the written notice to proceed")

(Add the following Subparagraph)

§8.1.5 The date of Beneficial Occupancy shall be the date when a certain portion or portions of a project are complete to a point where they can be occupied by the Owner.

§8.2 Progress and Completion

(Delete Subparagraph 8.2.1 and substitute the following)

§8.2.1 Completion of the Work must be within the Time for Completion stated in the Agreement, subject to such extensions as may be granted under Section 8.3. The Contractor agrees to commence Work not later than fourteen (14) days after the transmittal date of Written Notice to Proceed from the Owner and to substantially complete the project within the time

stated in the Contract. The Owner will suffer financial loss if the project is not substantially complete in the time set forth in the Contract Documents. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner the sum stated in the Contract Documents as fixed, agreed and stipulated damages for each consecutive calendar day (Saturdays, Sundays and holidays included) of delay until the Work is substantially complete. The Owner shall be entitled to the sum stated in the Contract Documents. Such Stipulated Damages shall be withheld by the Owner from the amounts due the Contractor for progress payments.

§8.3 Delays and Extensions of Time

§8.3.1 Change the words "by change order for such reasonable time as the Architect may determine" to read "as recommended by the Architect, subject to Owner's approval of the change order".

(Delete Subparagraph 8.3.3)

ARTICLE 9 PAYMENTS AND COMPLETION

§9.1 CONTRACT SUM

Delete Section 9.1.2.

(Delete Paragraph 9.2 and substitute the following)

§9.2 Schedule of Values

At the Pre-construction Conference, the contractor shall submit to the Owner and the Architect a Schedule of Values prepared as follows:

§ 9.2.1 The Schedule of Values Form as a submittal shall be on the provided document as provided in the project documents in CSI Divisional form only.

§ 9.2.2 Use the index (table of contents) of the specifications as a basis for format for listing costs of work for sections under Division 1 through 33. Use each section number under each division for subtitles. Each section shall be subdivided into separate line items for the total cost (with overhead and profit) of separate items in sections.

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

§ 9.2.4 When a project involves multiple sites and/or locations a singular schedule of values must be made per site and location.

§ 9.2.5 When a project involves multiple locations on one site, a singular schedule of values must be made per location.

§9.3 Applications for Payment

(Delete Subparagraph 9.3.1 and substitute the following)

§9.3.1 Monthly, the Contractor shall submit to the Architect an itemized Application of Certificate for Payment on the most recent versions of AIA Document G702, accompanied by AIA Document G703, notarized if required, supported by such data substantiating the right to payment as the Owner or the Architect may require. Application for payment shall be submitted on or about the first of each month for the value of labor and materials incorporated in the work and of material suitably stored at the site as of the twenty-fifth day of the preceding month, less normal retainage as follows:

1. Projects with Contract sum of less than \$500,000.00 - 10% of the Contract sum.
2. Projects with Contract sum of more than \$500,000.00 - 5% of the Contract sum.

(Delete Subparagraph 9.3.1.1)

Delete Section 9.3.2 and substitute the following:

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

§9.5 DECISIONS TO WITHHOLD CERTIFICATION

Section 9.5.1.7: Delete the word "repeated". Delete Section 9.5.4.

§9.6 Progress Payments

(Delete Subparagraph 9.6.1 and substitute the following)

§9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in a timely manner.

§9.8 Substantial Completion

(Delete the words "or designated portion thereof" wherever they appear in Subparagraphs 9.8.1 through 9.8.5).

§9.8.2 Delete the words "or portion thereof which the Owner agrees to accept separately" where they appear in 9.8.2.

§9.8.5 (Delete the second and third sentences of Subparagraph 9.8.5 and substitute the following): "The normal retainage shall not be due the Contractor until expiration of the forty-five-day lien period and submission to the Architect of a clear lien certificate and invoice for same".

(Add the following Subparagraphs 9.8.7)

§9.8.7 A "punch list" of "exceptions" and the dollar value related thereto will be prepared. A monetary value will be assigned to each item so that a "special" retainage can be withheld for exceptions to acceptance in addition to the "normal" retainage.

§9.9 Partial Occupancy or Use

(Delete the entire Paragraph 9.9.1 and replace with)

9.9.1 Partial Occupancy is that stage in the progress of the Work when a designated portion of the Work is sufficiently complete in accordance with the Contract Documents so the

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

§9.10 Final Completion and Final Payment

§9.10.2 (Completely delete that part of the sentence following (5) and substitute the following): "Contractor shall furnish a clear lien certificate from the Clerk of Courts not less than forty-five (45) days after the recordation of acceptance. The cost of recordation shall be the responsibility of the Contractor."

§9.10 FINAL COMPLETION AND FINAL PAYMENT

Delete Section 9.10.4 and replace with the following:

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

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

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

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

§ 9.10.4.4 audits performed by the Owner, after final payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§10.2 SAFETY OF PERSONS AND PROPERTY

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

§10.3 HAZARDOUS MATERIALS

§10.3.1 In the second sentence after (PCB) add: "or lead".

§10.3.2 After the first sentence, delete all remaining sentences.

Add at the end: "The Contract time shall be extended appropriately." Delete Section 10.4 and substitute the following:

§10.4 EMERGENCIES

In an emergency affecting the safety of persons or property, the Contractor shall notify the Owner and Architect immediately of the emergency, simultaneously acting at his discretion to prevent damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

(Delete Article 11 in its entirety refer to Insurance Requirements in Contract Documents)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§12.2 CORRECTION OF WORK

§12.2.1 Before Substantial Completion

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

“If the Contractor fails to correct Work identified as defective within a thirty (30) day period, through no fault of the Designer, the Owner may hold the Contractor in default. If the Owner finds the Contractor in default, the Surety shall be notified. If within thirty

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

§12.2.2 After Substantial Completion

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

“If the Contractor fails to correct nonconforming Work, or Work covered by warranties, within a thirty

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

stipulated time period and fails to meet its obligation to pay the costs, the Owner may not accept bonds submitted, in the future, by the Surety."

ARTICLE 13 MISCELLANEOUS PROVISIONS

§13.1 GOVERNING LAW

Delete all after the word "located".

§13.2 SUCCESSORS AND ASSIGNS

13.2.1 In the second sentence, delete "Except as ... 13.2.2" Delete Section 13.2.2.

§13.4 TESTS AND INSPECTIONS

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

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

Delete the last two sentences of Section 13.4.1.

§13.5 INTEREST

Delete Section 13.5.

(Add new Paragraph 13.6)

§13.6 Recordation of Contract and Bond

§13.6.1 The Owner shall record the Agreement between the 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 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

Delete Section 14.1.1.4.

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

§14.2 Termination by the Owner for Cause

Add the following Section:

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

14.2.3 Add the following sentence:

“Termination by the Owner shall not suspend assessment of stipulated damages against the Surety.” Add the following Section:

14.2.5 If an agreed sum of stipulated damages has been established, termination by the Owner under this Article shall not relieve the Contractor and/or Surety of his obligations under

the stipulated damages provisions and the Contractor and/or Surety shall be liable to the Owner for per diem stipulated damages.

(Add the following Subparagraph 14.2.5)

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

ARTICLE 15 CLAIMS AND DISPUTES

§15.1 CLAIMS

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

§15.1.3.1 Add the following to the end of the paragraph:

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

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

Delete Section 15.1.6.2 and substitute the following:

§15.1.6.2 If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum. At the end of each month, the Contractor shall make one Claim for any adverse weather days occurring within the month. The Claim must be accompanied by sufficient documentation evidencing the adverse days and the impact on construction. Failure to make such Claim within twenty-one (21) days from

the last day of the month shall prohibit any future claims for adverse days for that month. No additional adverse weather days shall be granted after the original or extended contract completion date, except those adverse weather days associated with a National Weather Service named storm or federally declared weather related disaster directly affecting the project site.

§15.2 INITIAL DECISION

§15.2.1 In the second sentence, delete the word “will” and replace with: “shall always”. In the second sentence, delete the phrase: “, unless otherwise indicated in the Agreement.”

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

At the end of the third sentence, add: “arising prior to the date final payment is due”. Delete the fourth sentence.

§ 15.2.5 In the middle of the first sentence, delete all after the phrase: “rejecting the Claim”. In the second sentence, delete the phrase: “and the Architect, if the Architect is not serving as the Initial Decision Maker,”.

In the third sentence, delete all after: “binding on the parties” and add the following:

“except that the Owner may reject the decision or suggest a compromise or both”. Delete Section 15.2.6.

Delete Section 15.2.6.1.

§15.3 MEDIATION

Delete Section 15.3.

§15.4 ARBITRATION

Delete Section 15.4.

(Add the following as Articles 16 - 20)

ARTICLE 16 EQUAL OPPORTUNITY

§16.1 The contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

§16.2 The Contractor and all Subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants receive consideration for employment without regard to race, religion, color, sex or national origin.

ARTICLE 17 DOCUMENT INTENT

§17.1 The Contract Documents are intended to produce a piece of work complete in every respect and the Contractor shall furnish all things necessary to complete the work within the meaning and intent of the said documents. It shall be the responsibility of the Contractor to provide everything necessary to complete the work as enumerated in these Supplementary Conditions.

ARTICLE 18 COORDINATION OF TRADES

§18.1 The Contract Documents are intended to produce a piece of work complete in every respect and the Contractor shall furnish all things necessary to complete the Work within the meaning and intent of said documents. It shall be the responsibility of the Contractor to provide everything necessary to complete the Work.

§18.2 If installation of conduits, piping and ductwork become a problem, it will be expected that the various Subcontractors with the General Contractor will coordinate their work to complete the installation at no additional cost to the Owner.

Attention is called to priority list for installation in the Mechanical Section of this Specification as enumerated here:

1. Sanitary Drain and Waste
2. Storm Drain and Sewer
3. Acid Waste
4. Steam Supply
5. Heating Hot Water
6. Chilled Water
7. Clinical Gases
8. Air Conditioning Supply Duct
9. Sprinkler System
10. Natural Gas
11. Domestic Hot Water
12. Domestic Cold Water
13. Electric Conduit

Items not required will be deleted, but adjusted sequence will remain.

§18.3 It will be the responsibility of the Contractor and all Subcontractors to review all architectural, structural, mechanical and electrical plans. After the contract is signed, it will be the responsibility of the Contractor and all Subcontractors to provide necessary rough-in and connection, mechanical and electrical, to all items and equipment necessary to place this unit or equipment in complete operating condition. If item is shown on any one segment (architectural, structural, mechanical or electrical), it shall be considered as being required by all and will be provided with all utility hook-up at no additional cost to the Owner, unless specifically noted otherwise.

§18.4 Electrical panel locations shall be reviewed, and locations adjusted for reasonable access by conduits within walls. If structure interferes with access to panels, the panel will be relocated at no cost to the Owner. Further, if the electrical panels cannot be flush mounted two options remain:

1. If the space is 1/2" or less from the wall, provide a finished wood trim filler at perimeter of panel 2-1/2" wide with mitered corners.
2. Subcontractor shall arrange with the General Contractor to provide an increase in wall thickness so that the panel may be flush mounted with no additional cost to the Owner.

§18.5 Plans will generally be complete with regard to pipe chases and furred areas. If additional furring is required, this should be called to the attention of the Architect for an addendum. After the contract is signed it will be the responsibility of the Contractor to provide all pipe chases, increases in wall dimension and other furring necessary to the completion of the project with required finishes at no additional cost to the Owner. No exposed piping or conduit will be permitted.

ARTICLE 19 PRODUCT AND COLOR SELECTIONS

§19.1 Although one carpet, vinyl wall covering, paint and/or other similar items are specified and scheduled, it is not the intent of the documents to use a single selection for all such scheduled areas.

ARTICLE 20 OPEN WALL AND CEILING INSPECTION

§20.1 No finish material or construction will be issued on walls, partitions and ceilings until a representative of the Architect in the presence of the General Contractor and his Subcontractors make an open wall inspection of all plumbing piping, fixtures, supports, electrical conduit wall bracing, duct work and support, etc. Contractor will notify Architect forty-eight (48) hours prior to requested inspection.

ARTICLE 21 CONTRACTS WITH "CALENDAR DAYS WITH EXCEPTIONS"

§21.1 Owners Excluded Calendar Days

The Parish recognizes the following holidays to be observed as holidays for employees, and work deemed within the projects critical path should be scheduled around these days as to not require impacts to facilities or staff. As these days may change from year to year, an updated calendar will be provided to the awarded contractor at the preconstruction meeting. The Calcasieu Parish Police Jury may proclaim other holidays by resolution, as it deems necessary, or by the Parish Administrator which will be communicated the same to the awarded contractor. When this occurs, appropriate contract documentation will facilitate this as a no cost change to the project.

1. New Year's Day
2. Martin Luther King Day
3. Mardi Gras
4. Good Friday
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Eve
13. Christmas Day
14. New Year's Eve

SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: Provide materials and construction identical to those tested in assemblies per ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
- B. STC-Rated Assemblies: Provide materials and construction identical to those tested in assemblies per ASTM E 90 and classified per ASTM E 413 by a qualified independent testing and inspecting agency.
 - 1. All new walls to have minimum STC rating of 45, whether noted or not.

2.2 METAL FRAMING AND SUPPORTS

- A. Steel Framing Members, General: ASTM C 754.
 - 1. Steel Sheet Components: ASTM C 645. Thickness specified is minimum uncoated base-metal thickness.
 - 2. Protective Coating: manufacturer's standard corrosion-resistant] zinc coating.
- B. Partition and Soffit Framing:
 - 1. Studs and Runners: In depth indicated and 16 ga thick unless otherwise indicated.
 - 2. Flat Strap and Backing: 18 ga thick.
 - 3. Rigid Hat-Shaped Furring Channels: In depth indicated and 20 ga thick.
 - 4. Resilient Furring Channels: 1/2 inch deep, with single- or double-leg configuration.
 - 5. Cold-Rolled Furring Channels: 18 ga thick, 3/4 inch deep.
 - 6. Z-Furring: In depth required by insulation, 1-1/4-inch face flange, 7/8-inch wall-attachment flange, and 18 ga thick.

2.3 ACCESSORIES

- A. General: Comply with referenced installation standards.

1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates. Install fasteners at 16" o.c. min.
- B. Acoustical Sealant for Concealed Joints: Nonsag, latex sealant complying with ASTM C 834.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install steel framing to comply with ASTM C 754 and with ASTM C 840 requirements that apply to framing installation and with United States Gypsum's "Gypsum Construction Handbook."
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Isolate steel framing from building structure, except at floor, to prevent transfer of loading imposed by structural movement.
 1. Where studs are installed directly against exterior walls, install foam-gasket isolation strip between studs and wall.
- D. Fire-Resistance-Rated Assemblies: Comply with requirements of listed assemblies.

END OF SECTION 092216