



Addendum No. 1

ADDENDUM No. 1

Date **Monday, May 13, 2013**

Project: **A New Bank Branch for
Gibbsland Bank & Trust
9709 Mansfield Road
Shreveport, LA 71118**

NOTICE TO CONTRACTORS

The following changes hereby become a part of the Contract Documents and all provisions of the Documents shall apply to the changes. Include related changes throughout the various drawings and all sections of the specifications, which would result from these changes.

GENERAL CONTRACTORS ARE ADVISED TO NOTIFY ALL AFFECTED SUBCONTRACTORS OF CHANGES INVOLVED IN THE FOLLOWING ADDENDUM INASMUCH AS THIS OFFICE DOES NOT HAVE A COMPLETE RECORD OF ALL SUBCONTRACTORS FIGURING THIS WORK.

GENERAL:

Addendum consist of (50) fifty 8½" x 11" pages; (5) pages of notes, (12) pages of drawings and (33) pages of specifications.

GENERAL NOTES:

1. The Janitor 117 closet shall be removed from the project. The shelving, mop sink, door #10 and all other components of that room will be removed from the project. Office 121 shall enlarge to include the janitor closet space. Please see attached drawing on sheet #1.
2. The Staff Restroom 113 shall be enlarged to be handicap accessible. Provide the same sink, toilet and grab bars as called for in the other restrooms. Please see the attached drawing on sheet #2 for more information.
3. See sheet #3 for the elevation of the site signage.



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4. See sheet #4 for the site sign section.
5. See sheet #5 for the site sign and flag pole location on the site plan.
6. See sheet #6 for typical handicap striping requirements.
7. See sheet #7 handicap details.
8. See sheet #8 for handicap ramp details.
9. See sheet #9 for typical sidewalk layout.
10. See sheet #10 for flagpole detail.
11. See attached Supplementary Conditions Specification
12. See attached Division 10 Specifications for Flagpoles, Signs, Fire Extinguishers and Toilet Accessories.
13. Certificate of building elevation and site placement shall be performed by the general contractor.
14. The clerestory windows shown on the exterior elevations shall all be 6'-0"x2'-0" picture windows and shall have the same aluminum frames and specifications as the other exterior windows.
15. All windows and storefront doors shall have internal muntin bars in lieu of the applied type shown in the drawings.
16. All exterior ceilings shall be EFIS in lieu of exterior gypsum board.
17. The simulated stone on the exterior and interior shall be by Centurion Stone, cutface, in the color Arkansas. Behind exterior simulated stone apply 1/2" PremaBase, PermaBan, and type N, grey masonry veneer mortar to block wall. Behind interior simulated stone apply 1/2" PermaBase and type N, grey Masonary Veneer Mortar to studs.
18. Install acoustical ceilings in Supplies 122 and Mech/Elect 111 in lieu of sheetrock. Use the same acoustical tile as in the restrooms. Sheet electrical addendum for lighting notes that address these changes.
19. There shall be no fire rated ceiling tile or grid in this project.
20. There are no ceiling expansion joints in this project.
21. Provide an allowance for the light fixtures labeled 'D' and 'H' based on the fixtures specified by Progress.
22. All banking equipment is by the owner, including the bank vault.
23. All landscaping, seed, sod and irrigation is by the owner.
24. All security systems will be provided by the owner, disregard security layouts on sheet SF1.
25. The general contractor shall be responsible for all testing lab fees.
26. Eliminate the (3) fiberglass coins called out on the exterior elevations sheets from the project.
27. The contractor may use trusses at the towers and clerestory.



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28. The contractor may use wood studs at the furr downs and at the walls of the teller stations.
29. The section cuts on Sheet S1.01 referencing sheet S1.06 should reference sheet S1.03 not S1.06.
30. On sheet S1.01 the section marker noted 3/A4.01 should read C/A4.01.
31. Secure cast stone water table with dovetail anchors @ 24" on center
32. All pre-engineered wood trusses shall be secured to top 2x plate with Simpson hangers as required by the International Building Code. Truss manufacturer shall indicate the location and size of these hangers. Provide shop drawings for all trusses and location of all Simpson hangers. Drawings shall be stamped by an Engineer licensed to practice in the State of Louisiana.
33. "Stained oak topper" on half-wall separating walk-in teller spaces shall be 3/4" solid oak.
34. Interior elevation H/A5.01 shall be 16" deep as shown on floor plans in lieu of 12" deep. Interior elevation J/A5.01 shall remain 12" deep as shown.
35. Interior elevation G/A5.01, the countertop shall stop at and go behind the teller drawer.
36. Provide quarter-round and all wood base trim.
37. If metal studs are used provide metal structural studs at all load bearing walls as indicated in section 09250 of the specifications.
38. Add Alternate #1 shall consist of all the paving and curbing for the remote ATM drive and ATM location, (4) pipe bollards around the ATM and the site lighting as shown on the site utility plan. Included in the base bid shall be to run all services to the ATM location and site lighting and stub them out for future development if Add Alternate is not accepted. The center of the ATM island shall be grass and a sleeve shall be provided in the base bid for future irrigation by others.

APPROVED EQUALS:

The products listed below are approved bidding but must comply with the project specifications. It is the suppliers/manufactures responsibility to submit products for approval that are equal to or better than shown in the specifications. No verbal approvals will be allowed. Note that prior approvals are based on limited, cursory review of information sent by multiple manufacturers. The contractor is cautioned that the prior approval for bidding does not guarantee final acceptance during construction. A more thorough review will be conducted during shop drawing review:

Architectural



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Section 04200	Calstar Products
Section 07240	Senenergy
Section 07400	Petersen Aluminum Tite-Loc
Section 08500	Oldcastle (Vistawall) YKK AP Tubelite (all subject for approval during shop drawing review)

CIVIL & FOUNDATION ADDENDUM ITEMS:

1. No casing shall be required for drill piers.
2. No shall be no test shafts required for the drilled piers.
3. The foundation be 3000 PSI, the parking shall be 3500 PSI; Fly Ash: ASTM C618, Type C, pavement only.
4. The minimum grade for reinforcing steel shall be Grade 60.
5. The entire shall be de-grassed to reveal any potential trash areas that have not been discovered. For bidding, the only areas to be undercut are the three locations designated on the plan. If more are found during the site prep they will be dealt with similarly. The building pad area will be graded only as necessary to reach finished elevation following the de-grassing and prep.
6. See sheets labeled A & B for the dumpster location and details.

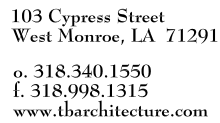
MECHANICAL/ELECTRICAL/FIRE PROTECTION ADDENDUM ITEMS:

1. Prior approved equal manufacturers:
HVAC Equipment-- Trane, Ruud
Drinking fountains- Oasis
Electric water heater- Rheem
2. Sheet SU-1- Add sign lighting fixture, SG, at j-box. Provide 1 inch conduit with 3#6, 1#10G for power to marquee sign. Terminate at 60A/2P MDP(19,21). Provide 1 inch conduit with pull string from j-box 48" AFF in wall between Office 106 and teller area to marquee sign for communication wiring.
3. Sheet E-3- LIGHTING FIXTURE SCHEDULE- Add fixture SL Lithonia KSF2-400M on SSS-30-4 square straight steel pole. Add fixture M LSI LA-217-SD-SSO10-UE.

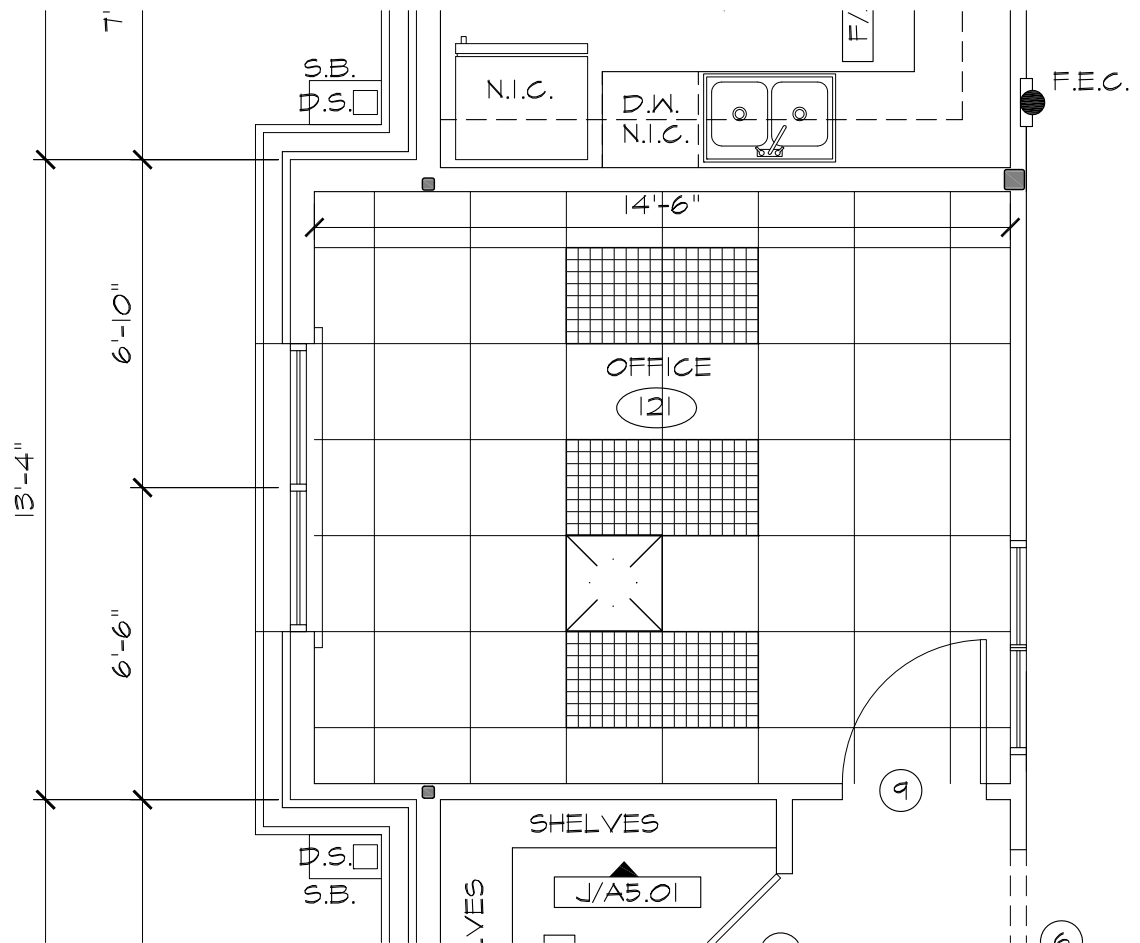


Addendum No. 1

4. Specifications 16720- Delete any reference to voice evacuation for fire alarm system.
5. Sheet P-2, PLUMBING FIXTURE SCHEDULE- Add DWH-1, electric water heater Bradford White model MI-30U6SS, 30 gallon, 208 volts.
6. Sheet E-2- Provide 1/2"c., 2#10, 1#10G from MDP(23,25) 30A/2P to DEWH-1.
7. Sheet E-1- In room 123 change fixture type T to type M.
8. Sheet P-1, M-1, E-1, E-2- Delete janitor sink and associated waste/water/vent, delete exhaust fan and associated ductwork and wiring, delete light fixture type T and associated wiring, delete sprinkler head and associated piping and alarms.
9. In room 111 mount strip lighting to ceiling grid.

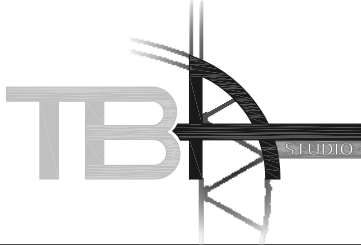


Drawn By:	LKP
Checked By:	LKP
Date:	5-10-13
Project No.:	
File Name:	SHEET 1
Description:	OFFICE 121

SHEET # 1

OFFICE 121 FLOOR PLAN
(NO JANITOR'S CLOSET)

SCALE: 1/4" = 1'-0"

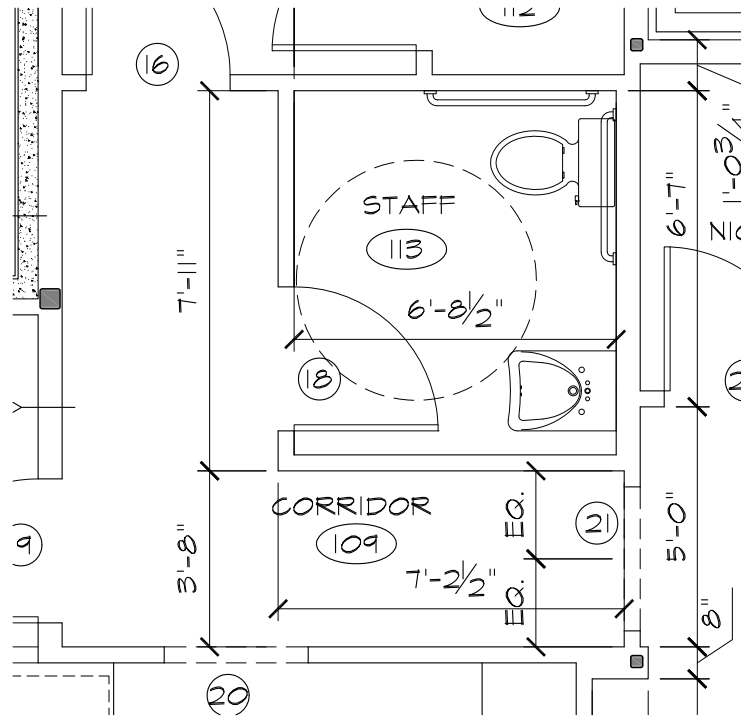


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Drawn By: LKP
Checked By: LKP
Date: 5-10-13
Project No.:
File Name: SHEET 2
Description: STAFF R.R. 113

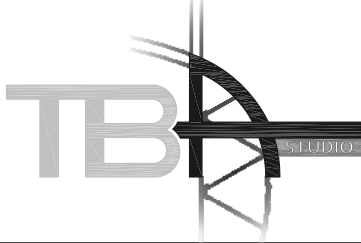
GIBSLAND BANK & TRUST
ADDENDUM #1

SHEET # 2



ENLARGED PLAN FOR STAFF 113

SCALE: 1/4" = 1'-0"

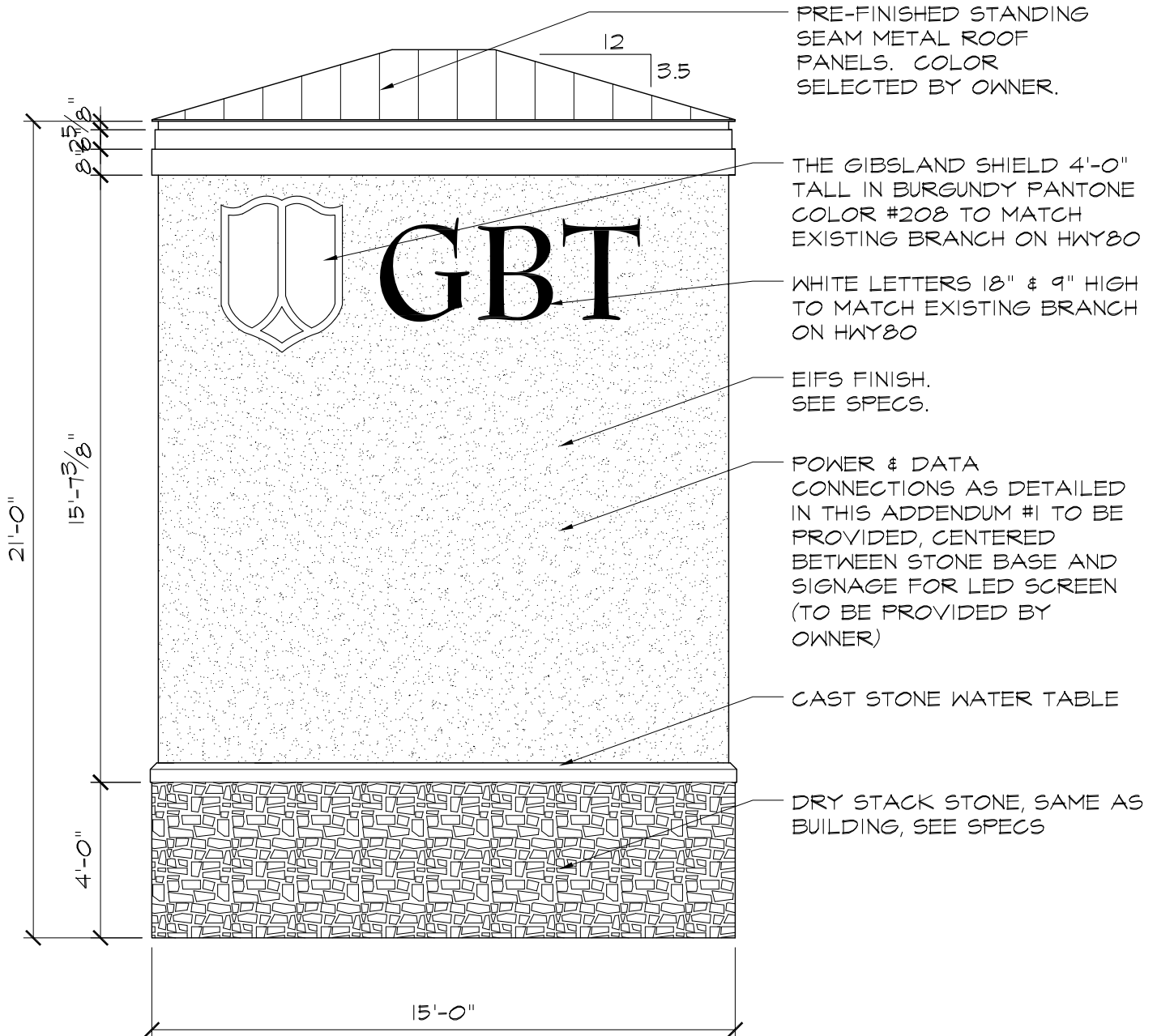


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Drawn By: LKP
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Date: 5-10-13
Project No.:
File Name: SHEET 3
Description: SITE SIGN

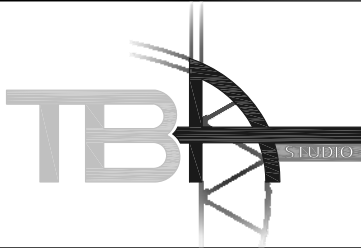
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SHEET # 3



SITE SIGNAGE

SCALE: 1/4" = 1'-0"

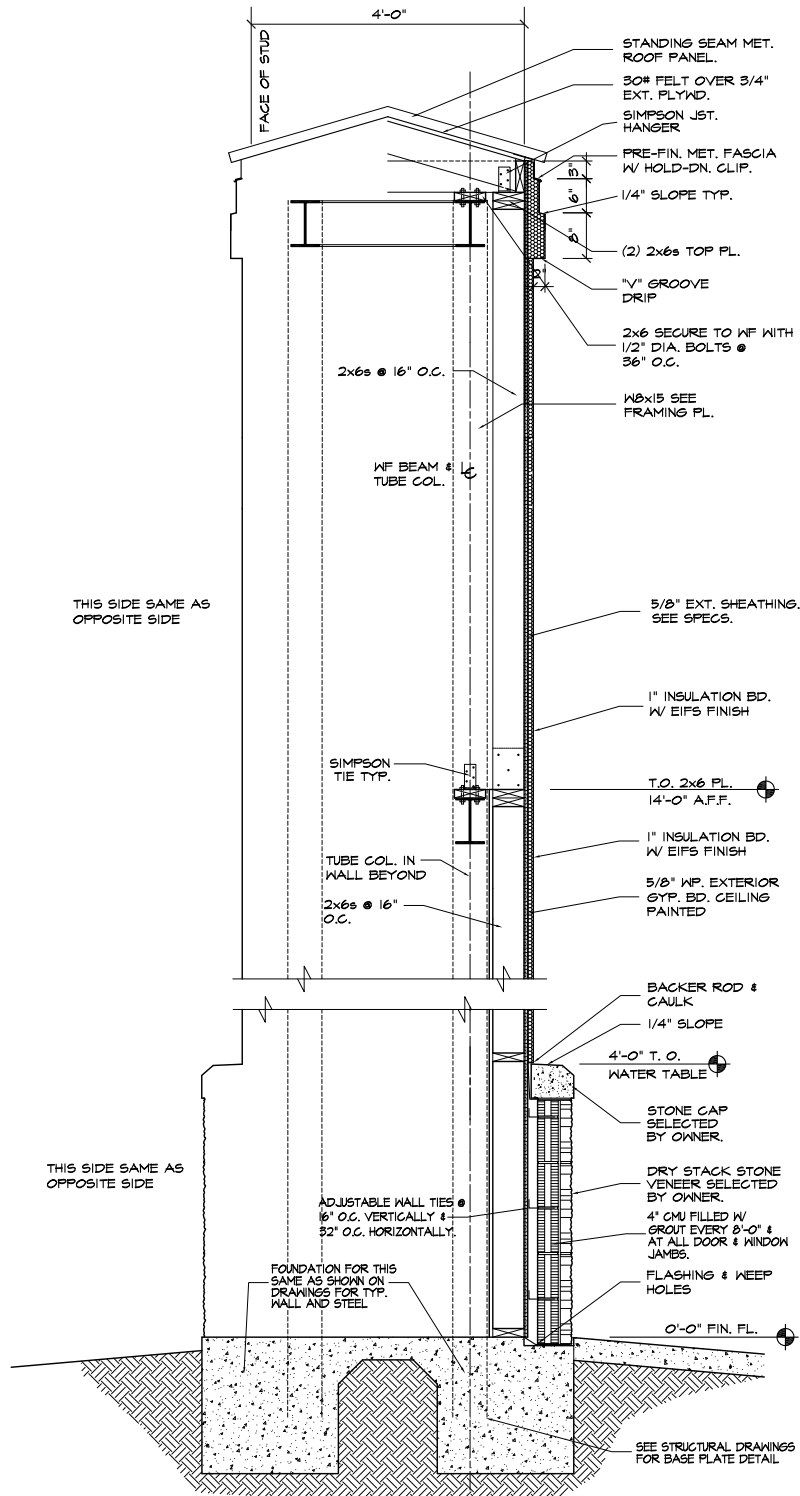


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Drawn By: LKP
Checked By: LKP
Date: 5-10-13
Project No.:
File Name: SHEET 4
Description: SITE SIGN SECTION

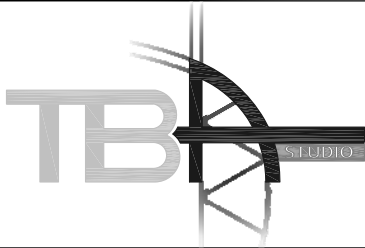
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ADDENDUM #1

SHEET # 4



SECTION @ SITE SIGN

NOT TO SCALE

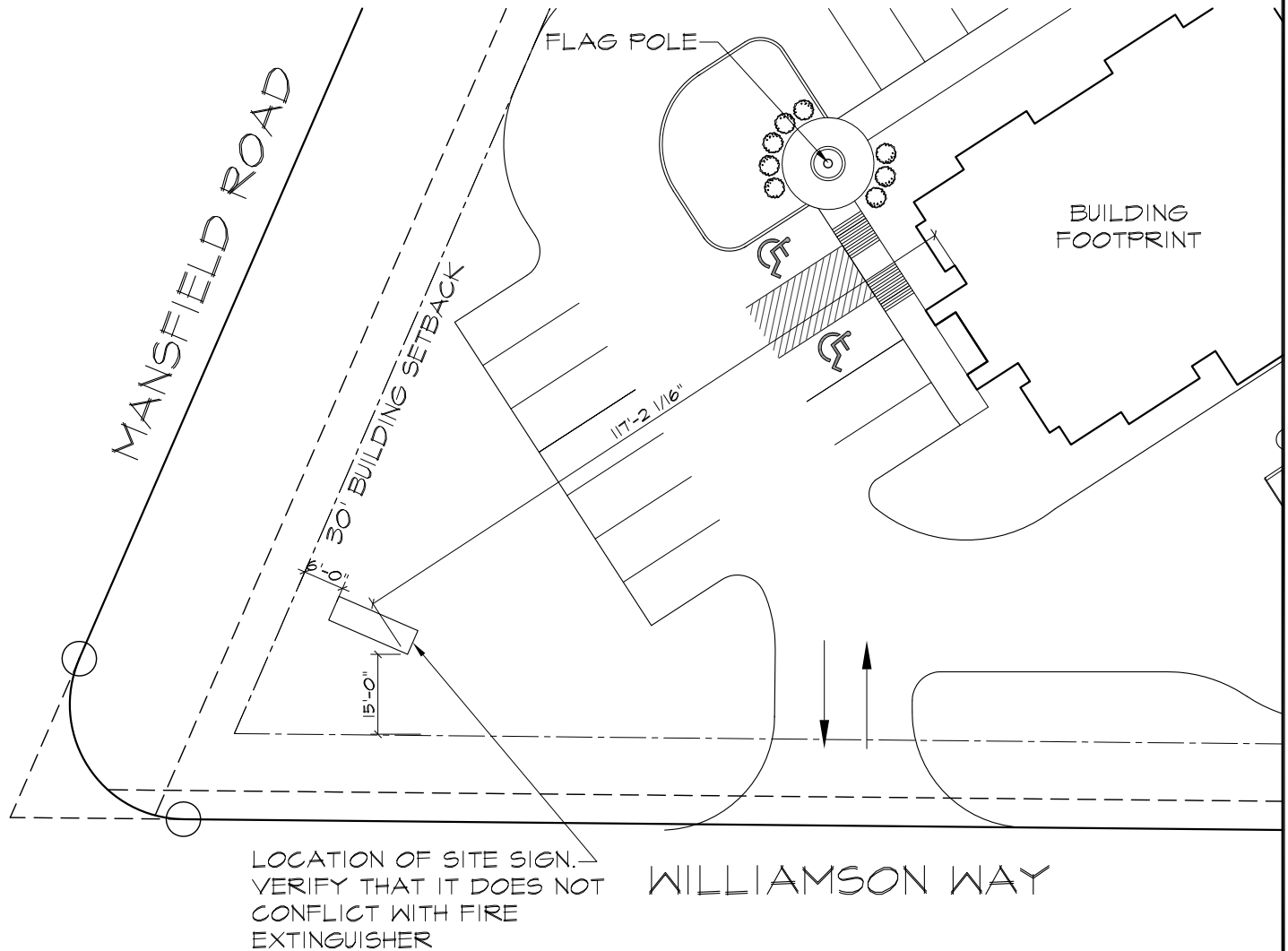


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Drawn By: LKP
Checked By: LKP
Date: 5-10-13
Project No.:
File Name: SHEET 5
Description: SITE SIGN LOCATION

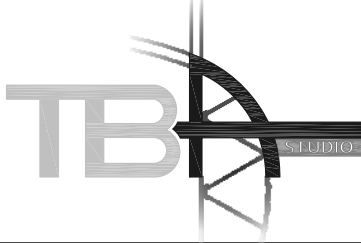
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ADDENDUM #1

SHEET # 5



SITE SIGN & FLAG POLE LOCATIONS

SCALE 1" = 30'-0"

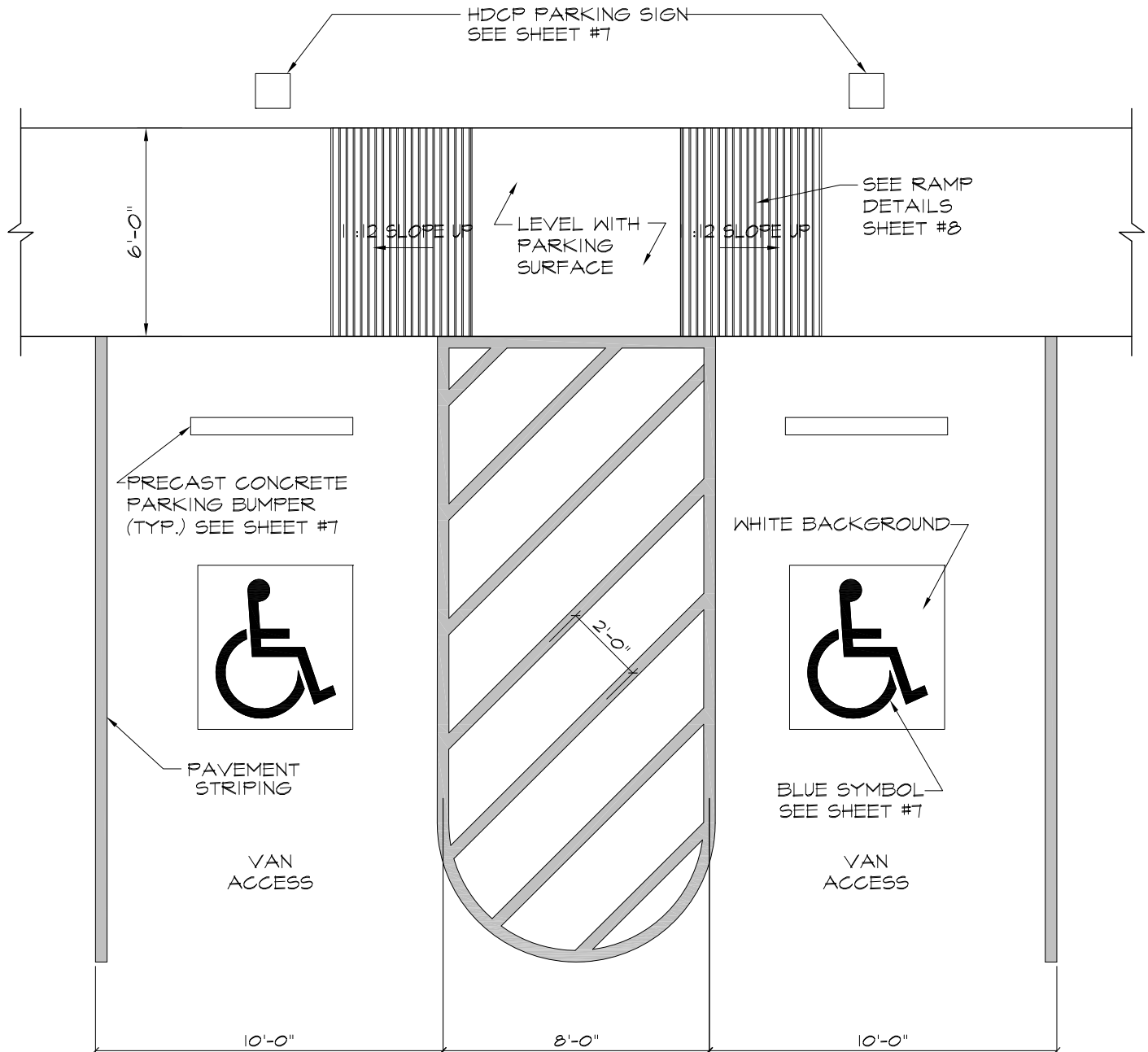


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Drawn By: LKP
Checked By: LKP
Date: 5-10-13
Project No.:
File Name: SHEET 6
Description: HANDICAP STRIPING

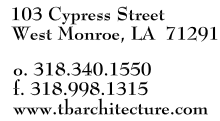
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ADDENDUM #1

SHEET # 6



TYPICAL HANDICAP
STRIPING

NOT TO SCALE

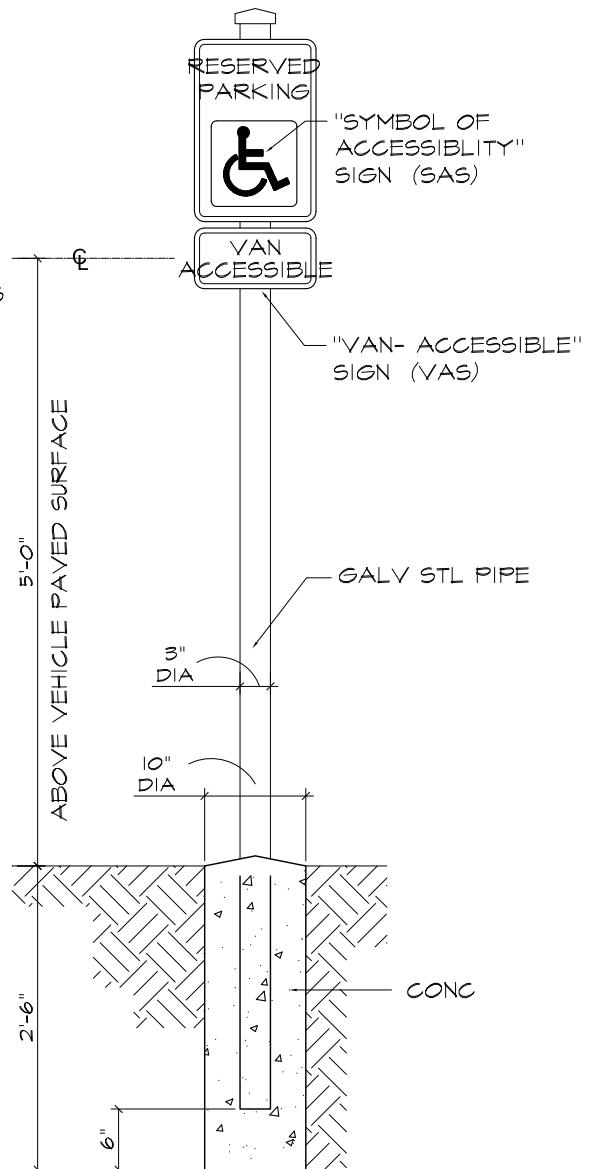


**GIBSLAND BANK & TRUST
ADDENDUM #1**

SHEET # 7

A cross-sectional diagram of a concrete wheel stop and pavement structure. The diagram shows a vertical cross-section with the following components and dimensions:

- PRE-CAST CONG. WHEEL STOP:** A rectangular concrete block at the top, with a width of 8" and a height of 5".
- CONCRETE PAVEMENT SEE CIVIL:** A layer below the wheel stop, with a thickness of 1'-6" (18").
- SUBSTRATE SEE CIVIL:** The base layer below the pavement.
- NO. 5 ANCHOR BAR:** A vertical reinforcement bar passing through the concrete pavement and substrate.

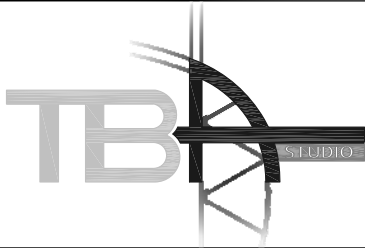


NEW PARKING BUMPER DETAIL

TYP. HANDICAP

SIGN DETAIL

NOT TO SCALE

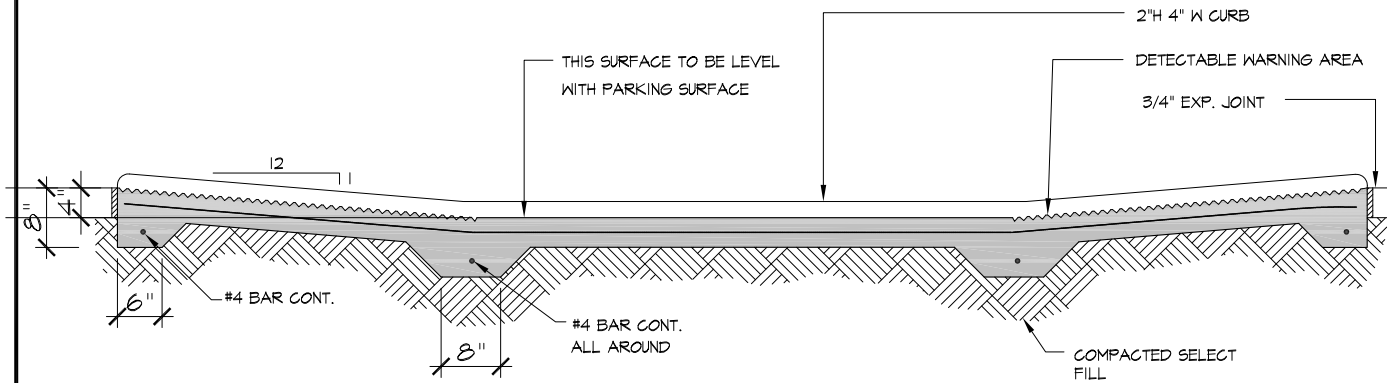


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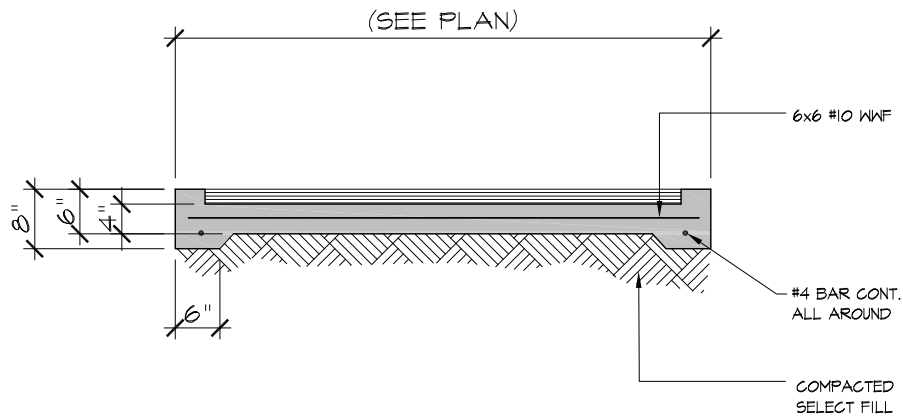
Drawn By: LKP
Checked By: LKP
Date: 5-10-13
Project No.:
File Name: SHEET 8
Description: HANDICAP RAMP

GIBSLAND BANK & TRUST
ADDENDUM #1

SHEET # 8

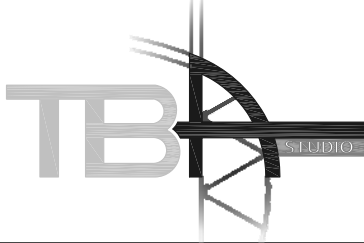


SECTION THRU LENGTH OF HANDICAP RAMP



SECTION THRU HANDICAP RAMP

NOT TO SCALE

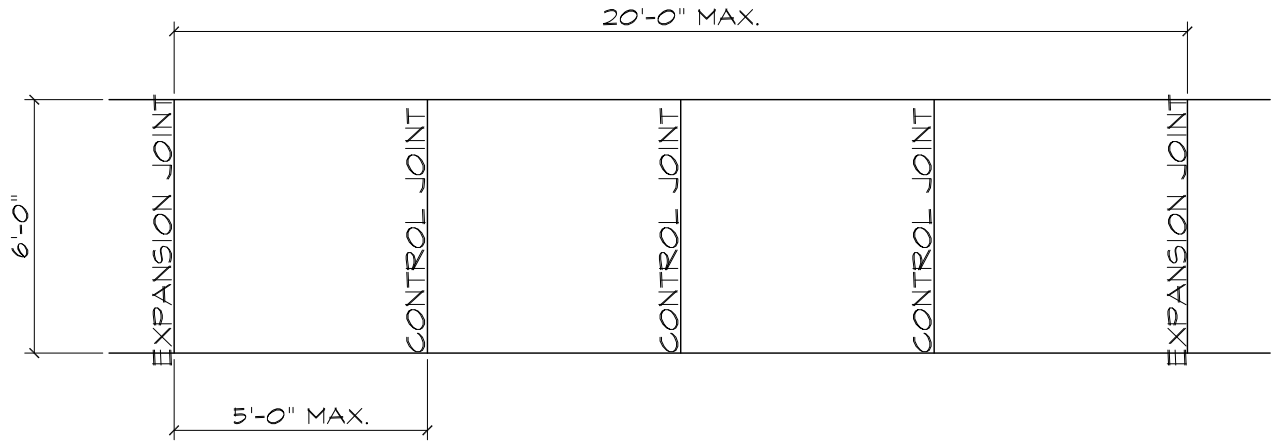


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Drawn By: LKP
Checked By: LKP
Date: 5-10-13
Project No.:
File Name: SHEET 9
Description: TYP. SIDEWALK

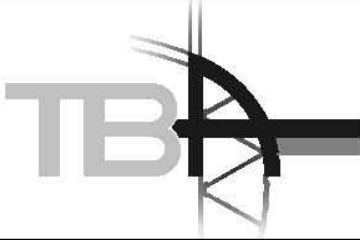
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ADDENDUM #1

SHEET # 9



TYP. SIDEWALK PLAN
DETAIL

NOT TO SCALE



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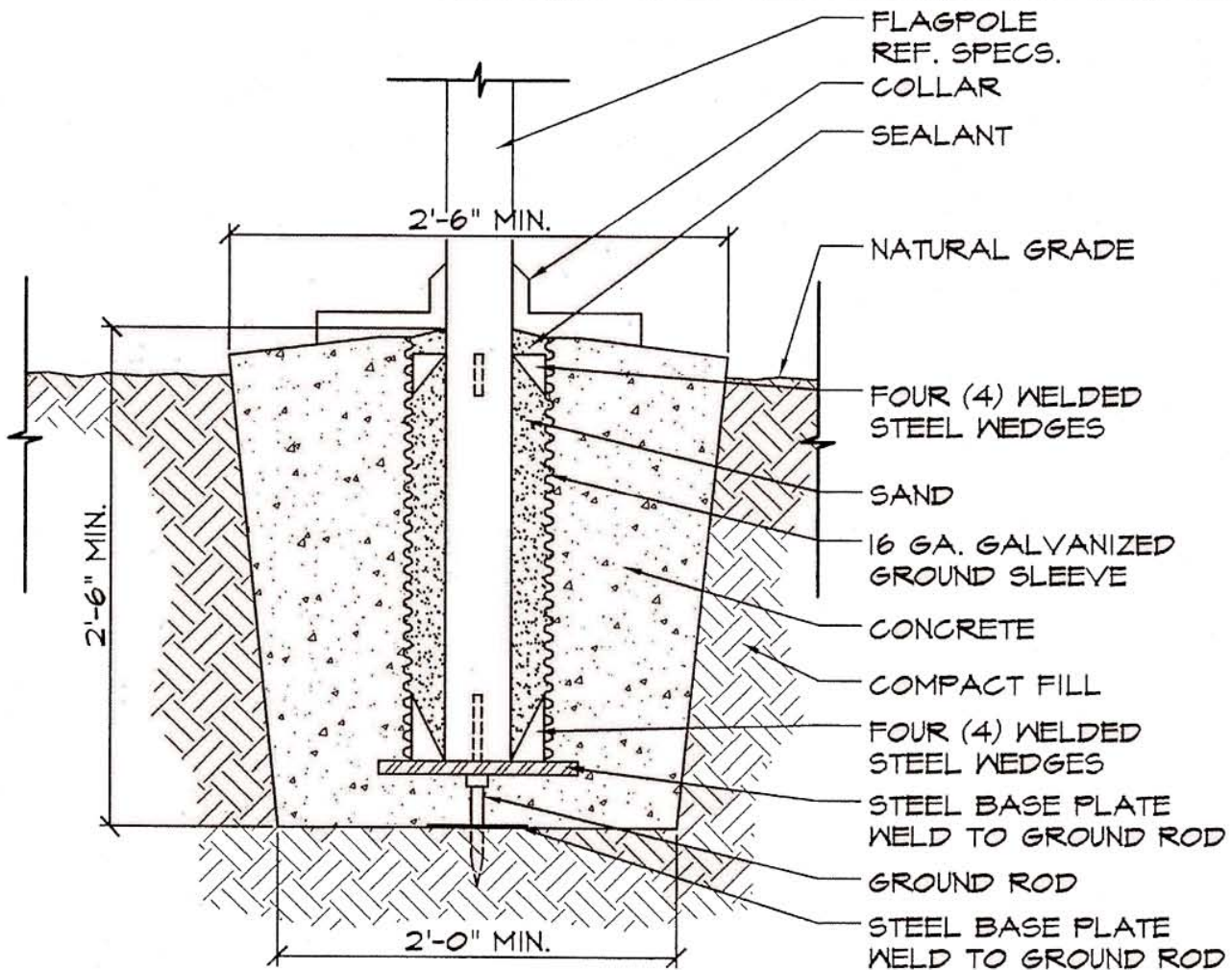
Drawn By: LKP
Checked By: LKP
Date: 5-10-13
Project No.:
File Name: SHEET 10
Description: FLAGPOLE DETAIL

GIBSLAND BANK & TRUST
ADDENDUM #1

SHEET # 10

NOTE:

1. FLAGPOLE TO BE INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS. VERIFY REQUIREMENTS WITH MANUFACTURER'S SPECIFICATIONS PRIOR TO THE CONSTRUCTION OF THE FLAGPOLE FOUNDATION.
2. FLAG HANGING ACCESSORIES FURNISHED AND INSTALLED BY CONTRACTOR.
FLAG FURNISHED BY OWNER.



FLAGPOLE DETAIL

NOT TO SCALE

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2007 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 that 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 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

In Subparagraph 1.1.1 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."

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

1.5.1 Delete the first sentence of the paragraph.

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

ARTICLE 2

OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Delete this paragraph.

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

ARTICLE 3

CONTRACTOR

3.4 LABOR AND MATERIALS

3.4.2 Delete this paragraph

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

3.7.1 Delete Subparagraph 3.7.1

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

Delete Subparagraph 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 L.R.S. 8:671 et seq., R.S. 49:213.1 et seq., and Sections 401 & 404 of the Federal Clean Water Act.”

3.8 ALLOWANCES

Delete Subparagraph 3.8.1, 3.8.2, and 3.8.3 in their entirety and add the following new Subparagraph 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 SCHEDULES

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

3.10.3: 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 14.2.

Add: 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.

ARTICLE 4

ARCHITECT

4.1 GENERAL

Delete Subparagraph 4.1.1 and substitute the following:

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

4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

4.2.10 Add the following sentence to the end of Subsection 4.2.10:

"There will be no restriction on the owner having a Representative."

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

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

4.2.14 Insert the following sentence between the second and third sentence of Subsection 4.2.14:

"If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be

recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.”

ARTICLE 5

SUBCONTRACTORS

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

Delete Subparagraph 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 Subparagraph 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 non-performance of a subcontractor.

Delete Subparagraph 5.2.3 and 5.2.4 and add the following:

- 5.2.3 The contractor shall notify the owner when a subcontractor is to be changed and substituted with another subcontractor.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete Subparagraphs 5.4.1, 5.4.2, and 5.4.3.

ARTICLE 7

CHANGES IN THE WORK

7.1 GENERAL

Add the following paragraph:

- 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.
Bond Premium Rate with supporting information from the General Contractor's carrier.

Labor Burden by trade for both Subcontractors and General Contractor.
Internal Rate Charges for all significant company owned equipment.

7.2 CHANGE ORDERS

Delete Subparagraph clause 7.2.1, and substitute the following paragraphs:

7.2.1 "A Change Order is a written order to the Contractor signed by the Owner and the Architect, 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."

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

1. Wages paid direct labor personnel, delineating a labor burden markup for applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes.
2. Cost of all materials and supplies, including the identification of each item and its cost.
3. Identify each necessary piece of machinery and equipment and its individual cost.
4. Other documented direct costs.

Credit will not be required for overhead and profit.

7.2.3 "Overhead and profit" The Contractor and Subcontractor shall be due job-site and home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 25% 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, except credit will not be required for overhead and profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit will only be computed on the net extra cost to the Contractor.

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 7.2.2) and "Overhead and profit" (as defined at 7.2.4), and shall be computed as follows:

7.2.4.1 When all of the work is General Contract work; 15% markup on the Cost of the Work.

7.2.4.2 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.

7.2.4.3 When the work is a combination of General Contract work and Subcontract work; that portion of the direct cost that is General Contract work shall be computed per 7.2.4.1 and that portion of the direct cost that is subcontract work shall be computed per 7.2.4.2.

Bond premiums may be included, but after the markup is added to the cost of the work.

7.2.4.4 "Subcontract cost shall consist of the items in 7.2.2 above plus overhead and profit as defined in 7.2.4."

7.2.5 "Before a Change Order is prepared, the Contractor shall provide 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 The Contractor will be due extended fixed job-site overhead for time delays only when complete stoppage of work occurs causing a contract completion extension, and the Contractor is unable to mitigate financial damages through replacement work. The stoppage must be due to acts or omissions solely attributable to the Owner. In all cases the Contractor is to notify the Designer in writing as required by article 4.3.2. Reasonable proof may be required by the architect that alternate work could not be preformed. Reasonable proof may be required by the architect that the stoppage affected the Completion Date.

7.2.8 "Cost of the work whether General Contract cost or Subcontract cost shall not apply to the following:

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

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

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

Cost of supervision not specifically required by the Change Order.

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

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.3 At the end of the first sentence add: " , but not to exceed a specified amount."

7.3.7 Delete the following from .1 of the list: “fringe benefits required by agreement or custom,”

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

Delete the following from .5 of the list: “and field office personnel”

7.3.9 Delete Subparagraph 7.3.9 and substitute the following:

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

ARTICLE 8

TIME

8.1 DEFINITIONS

Add the following:

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

8.2 PROGRESS AND COMPLETION

Delete Subparagraph 8.2.1 and substitute the following:

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

Delete Subparagraph 8.2.2.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 In the first sentence after the words “owner pending” delete the words “mediation and arbitration” and add the word “litigation” and delete the last word “determine” and add the following:

"recommend, subject to Owner's approval of Change Order. If the claim is not made within the limits of Article 15, all right for future claims for that month are waived."

ARTICLE 9

PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Delete Subparagraph 9.2 and substitute the following:

- 9.2. At the Pre-Construction Conference, the Contractor shall submit to the Owner and the Architect a Schedule of Values prepared as follows:
- 9.2.1 The attached Schedule of Values Format shall be used. If applicable, the cost of work for each section listed under each division, shall be given. The cost for each section shall include labor, materials, overhead and profit.
- 9.2.2 The Total of all items shall equal the Total Contract Sum. This schedule, when approved by the Architect, shall be used only as a basis for the Contractor's Applications for Payment."

9.3 APPLICATIONS FOR PAYMENT

Delete Subparagraph 9.3.1 and clause 9.3.1.1 and 9.3.1.2 and substitute the following:

- 9.3.1 "Monthly, the Contractor shall submit to the Architect an Application & Certificate for Payment on the AIA Document G702-1992, accompanied by AIA Document G703-1992, and supported by any additional data substantiating the Contractor's right to payment as the Owner or the Architect may require. Application for Payment shall be submitted on or about the first of each month for the value of labor and materials incorporated into the work and of materials, suitably stored, at the site as of the twenty-fifth day of the preceding month, less normal retainage as follows, per R.S.38:2248:

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

9.3.1.2 Projects with Contract price of \$500,000.00, or more - 5% of the Contract price.

9.3.1.3 No payment will be made until the revised schedule required by 3.10.1 is received.

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

Delete Subparagraph 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

Delete Subparagraph 9.5.3.

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 within twenty days except for projects funded fully or in part by a Federal reimbursement program. For such projects the Owner will make payment in a timely manner consistent with reimbursement."

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

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

"R.S. 9:2784 (A) and (C) requires a Contractor or Subcontractor to make payment due to each Subcontractor and supplier within fourteen (14) consecutive days of the receipt of payment from the Owner. If not paid, a penalty in the amount of 1/2 of 1% per day is due, up to a maximum of 15%, from the expiration date until paid. The contractor or subcontractor, whichever is applicable, is solely responsible for payment of a penalty."

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

Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the owner shall deduct 125% of such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the recorder of mortgages of the parish where the Work has been done. When the Owner receives original proof of such guarantee from the recorder of mortgages, the claim deduction will be added back to the Contract Sum.

9.7 FAILURE OF PAYMENT

Delete Subparagraph 9.7.

9.8 SUBSTANTIAL COMPLETION: Delete this section and substitute the following:

9.8 SUBSTANTIAL COMPLETION

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

- 9.8.2 When the Contractor considers that the Work is Substantially Complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work is substantially complete. A prerequisite to the work being accepted as substantially complete, is the Owner's receipt of the executed Roofing Contractor's and Roofing Manufacturer's guarantees, where roofing work is part of the Contract. Prior to inspection by the Architect, the Contractor shall notify the Architect that the project is ready for inspection by the State Fire Marshal's office. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, the Contractor shall, before acceptance of the work as Substantially Complete, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- 9.8.4 When the Architect determines that the project is Substantially Complete, he shall prepare a "punch list" of exceptions and the dollar value related thereto. The monetary value assigned to this list will be the sum of the cost estimate for each particular item of work the Architect develops based on the mobilization, labor, material and equipment costs of correcting the item and shall be retained from the monies owed the contractor, above and beyond the standard lien retainage. The cost of these items shall be prepared in the same format as the schedule of values. At the end of the 45 day lien period payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the contractor until all punch list items are completed and are accepted by the Architect. If the dollar value of the punch list exceeds the amount of funds, less the retainage amount, in the remaining balance of the Contract, then the Project shall not be accepted as substantially complete. If funds remaining are less than that required to complete the work, the Contractor shall pay the difference.
- 9.8.5 When the "punch list" is complete the Architect shall prepare a Recommendation of Acceptance" incorporating the punch list and submit it to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of Building Contract which shall establish the Date of Substantial Completion. The Contractor will record the Notice of Acceptance with the Clerk of Court in the Parish in which the work has been performed. If the Notice of Acceptance has not been recorded seven (7) days after issuance, the owner may record the acceptance at the Contractor's expense.
- 9.8.6 Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work unless otherwise agreed to in writing by the Owner and Contractor. Unless otherwise agreed to in writing by the Owner and Contractor, security, maintenance, heat, utilities, damage to the Work not covered by the punch list and insurance shall become the Owner's responsibility on the Date of Substantial Completion.
- 9.8.7 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Architect or Owner, the Owner may, at his option, contract to have the balance of the work

completed and pay for such work with the unpaid funds remaining in the Contract sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts. If the surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the surety.

9.9 Partial Occupancy or Use

9.9.1 Delete paragraph and substitute the following:

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

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 After the first sentence, add the following:

If the Architect does not find the work acceptable under the Contract Documents, the Architect shall make one additional inspection; if the work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid \$140.00/hour for their time at the project site, for each additional inspection, to be withheld from the unpaid funds remaining in the Contract sum. The payment shall be made by the owner and deducted from the construction contract funds.

Add the following clause 9.10.6:

9.10.6 In response to Federal Arbitration regulations: If such compliance has not been effected within 90 days of the date of acceptance, the contract shall be terminated and no further opportunity will be granted the Contractor and no further payments will be made on this contract.

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 first 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 Subparagraph 10.3.3.

10.4 EMERGENCIES

Delete Subparagraph 10.4 and substitute the following:

- 10.4 "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 all of Paragraphs 11.1 and 11.2 and substitute the following:

INSURANCE REQUIREMENT FOR NEW CONSTRUCTION AND RENOVATIONS

11.1 STANDARDIZED INSURANCE REQUIREMENTS FOR ALL STATE CONTRACTS

- 11.1.1 This paragraph not used.
- 11.1.2 All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:
- 11.1.2.1 The Contractor/Subcontractor's insurer will have no right of recovery or subrogation against the Owner, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the below described insurance.
- 11.1.2.2 The Owner shall be named as an additional insured as regards negligence by the contractor (ISO Forms CG 20 10, Current form approved for use in Louisiana).
- 11.1.2.3 The insurance companies issuing the policy or policies shall have no recourse against the Owner for payment of any premiums or for assessments under any form of policy.

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

11.1.3 INSURANCE:

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

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

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

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

11.1.3.2 Commercial General Liability Insurance with a combined single limit per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the Certificate of Insurance which of the seven (7) coverages required below are not included in the policy, if any:

- | | |
|--|---|
| 1 Premises - Operations; | 5 Personal Injury; |
| 2 Broad Form Contractual Liability; | 6 Broad Form Property Damage; |
| 3 Products and Completed Operations; | 7 Explosion, Collapse and Underground (XCU) |
| 4 Use of Contractors and Subcontractors; | Coverage. |

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

COMBINED SINGLE LIMIT (CSL) - AMOUNT OF INSURANCE REQUIRED

Type of Construction	Projects Under \$100,000	Projects \$100,001 - \$1,000,000	Projects Over \$1,000,000
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New Buildings:

-Each Occurrence/ Minimum Limit	\$500,000	\$1,000,000	\$3,000,000
-Aggregate (Applicable to this Contract ONLY)	\$500,000	\$1,000,000	\$3,000,000

Renovations: *The building(s) value for this Project is: \$* _____

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

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

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

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

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

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

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

11.1.6 Other insurance required is as follows:

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

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

11.1.6.2 Asbestos Abatement Liability
(required when asbestos abatement is included in the work)

The contractor or subcontractor who will be doing the asbestos abatement as outlined in this contract shall obtain and maintain such liability coverage for the asbestos abatement hazard and

exposure with minimum limits of \$1,000,000 per occurrence for the duration of the project. The policy shall name the Gibbsland Bank & Trust as an additional insured for the project. The policy shall be written on an "occurrence" form without a sunset clause. Claims-made coverage is unacceptable. The insurance company shall have an A.M. Best rating of at least A-:VI or better.

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

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

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

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

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

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

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

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

11.1.8.5 If at any time any of the foregoing policies shall be or become unsatisfactory to the Owner, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Owner, the Contractor/Subcontractor shall, upon notice to that effect from the Owner, promptly obtain a new policy, submit the same to the Owner for approval and submit a certificate thereof as hereinabove provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Owner, may be forthwith declared suspended, discontinued or terminated. Failure of the

Contractor/Subcontractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor/Subcontractor concerning indemnification. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

11.1.9 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates from each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

11.1.10 CERTIFICATE OF INSURANCE

Contractor shall furnish the Owner with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates of insurance must also contain the following in the "Description of Operations" section:

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

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

The certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

11.2 INSURANCE REQUIREMENTS FOR CONTRACTORS

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

11.2.1 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

11.2.2 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

11.2.2.1 Commercial General Liability: \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract.)

11.2.2.2 Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage (or higher limits depending on size of contract).

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

11.2.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

11.2.4 OTHER INSURANCE PROVISIONS

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

11.2.4.1 General Liability and Automobile Liability Coverages

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

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

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

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

11.2.4.2 Workers' Compensation and Employers' Liability Coverage

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

11.2.4.3 All Coverages

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

11.2.5 ACCEPTABILITY OF INSURERS

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

11.2.6 VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates of insurance must also contain the following in the "Description of Operations" section:

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

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

The certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

11.3 PROPERTY INSURANCE

Delete all Subparagraphs 11.3.1 through 11.3.10 and substitute the following:

- 11.3.1 The General Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto. The general contractor's policy shall provide "ALL RISK" Builder's Risk insurance (extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any

structure.) The “All Risk” Builder’s Risk Insurance must also cover architects’ and engineers’ fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed 10% of the cost of those repair and/or replacements.

Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas - Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to the Louisiana - Mississippi border. Flood sub-limit shall equal an amount no lower than ten percent (10%) of the total contract cost per occurrence. Coverage for roofing projects shall **not** require flood coverage.

On projects South of this corridor, flood coverage shall be provided by the State of Louisiana, as the owner, through the National Flood Insurance Program (NFIP). The Contractor will be liable for the \$5,000 deductible on the NFIP policy from the Notice to Proceed date through the Notice of Final Acceptance date of the project.

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

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

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

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the owner’s policy of self-insurance or any commercial property insurance policy purchased by the owner covering in excess of the owner, policy of self-insurance, this company agrees to follow the following procedure to establish coverage and/or the amount of loss:

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

11.4 PERFORMANCE AND PAYMENT BOND

Add the following Subparagraph 11.4.3:

11.4.3 RECORDATION OF CONTRACT AND BOND [38:2241A(2)]

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

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 At the end of the paragraph add the following sentences: "If the Contractor fails to correct Work identified as defective and covered by warranties, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts.

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 paragraph 13.2.2.

13.4 RIGHTS AND REMEDIES

Add the following clause 13.4.3.

13.4.3 The Fifth Judicial Court in and for the Parish of Caddo, State of Louisiana shall have sole jurisdiction and venue in any action brought under this contract.

13.5 TESTS AND INSPECTIONS

In Subparagraph 13.5.1 delete the second sentence and substitute the following:

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

Delete the last sentence of Subparagraph 13.5.1.

13.6 INTEREST

Delete Paragraph 13.6.

13.7 TIME LIMITS ON CLAIMS

Delete paragraph 13.7. (See L.R.S. 38:2189)

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

Delete clause 14.1.1.4.

In subparagraph 14.1.3, after the word "profit" add the following "for Work completed prior to stoppage"

14.2 TERMINATION BY THE OWNER FOR CAUSE

Add the following clause:

14.2.1.5 "Failure to complete the punch list within the lien period as provided in 9.8.2.3."

14.2.3 Add the following sentence:

"Termination by the Owner shall not suspend assessment of liquidated damages against the surety."

14.2.5 Add the following Subparagraph:

"If an agreed sum of liquidated damages has been established, termination by the Owner under this Article will not relieve the Contractor and/or surety of his obligations under the liquidated damages

provisions and the Contractor and/or surety shall be liable to the Owner for per diem liquidated damages."

ARTICLE 15

CLAIMS AND DISPUTES

15.1 CLAIMS

In the first sentence of subparagraph 15.1.1, add the phrase "extension of time," after the word "money".

15.1.2 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.

15.1.3 In the second sentence of the subparagraph, delete "the decisions of the Initial Decision Maker" and replace with "his/her decision".

Delete paragraph 15.1.5.2 and substitute the following:

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.

15.1.5.3 Add the following Subparagraph:

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

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

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

Note: Contract is on a calendar day basis.

15.2 INITIAL DECISION

15.2.1 In the second sentence, delete the word "will" and replace with "shall always"
 In the second sentence, delete the phrase "unless otherwise indicated in the Agreement"
 In the third sentence, delete the word "mediation" and replace with "litigation".

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".

15.2.6 Delete paragraph.

15.2.6.1 Delete subparagraph.

15.3 MEDIATION

Delete Article 15.3.

15.4 ARBITRATION

Delete Article 15.4.

ARTICLE 16

Add the following as 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 will receive consideration for employment without regard to race, religion, color, sex or national origin.

SECTION 10350 - FLAGPOLES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes **ground-set** flagpoles made from aluminum.

1.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide flagpoles capable of withstanding the effects of wind loads, determined according to NAAMM FP 1001, "Guide Specifications for Design of Metal Flagpoles."
 - 1. Base flagpole design on polyester flags of maximum standard size suitable for use with flagpole.
 - 2. Basic Wind Speed: **90 mph**; 3-second gust speed at **33 feet** aboveground.

1.3 SUBMITTALS

- A. Product Data: For each type of flagpole required.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. American Flagpole; a Kearney-National Inc. Company.
 - 2. Baartol Company Inc. (The)
 - 3. Concord Industries, Inc.
 - 4. Eder Flag Manufacturing Company, Inc.
 - 5. Ewing International.
 - 6. Lingo Inc.; Acme Flagpole Division.
 - 7. Michigan Flagpole Inc.
 - 8. Morgan-Francis Div.; Original Tractor Cab Co., Inc.
 - 9. Pole-Tech Company Inc.

2.2 FLAGPOLES

- A. Flagpole Construction, General: Construct flagpoles in one piece if possible. If more than one piece is necessary, provide flush hairline joints using self-aligning, snug-fitting, internal sleeves.
- B. Exposed Height: **30 feet**
- C. Aluminum Flagpoles: Provide cone-tapered flagpoles fabricated from seamless extruded tubing complying with **ASTM B 241**, Alloy 6063, with a minimum wall thickness of **3/16 inch**. Heat treat after fabrication to comply with ASTM B 597, Temper T6.
- D. Foundation Tube: Galvanized corrugated-steel foundation tube, **0.064-inch-** minimum nominal wall thickness. Provide with **3/16-inch** steel bottom plate and support plate; **3/4-inch-** diameter, steel ground spike; and steel centering wedges all welded together. Galvanize steel parts, including foundation tube, after assembly. Provide loose hardwood wedges at top of foundation tube for plumbing pole. Provide flashing collar of same material and finish as flagpole.
- E. Cast-Metal Shoe Base: For anchor-bolt mounting; provide with anchor bolts.
- F. **[Vertical] [Outrigger] Wall Mount:** Aluminum mounting unit complete with **escutcheon,** mounting plate and through-wall anchorage.

2.3 FITTINGS

- A. Finial Ball: Manufacturer's standard flush-seam ball, sized as indicated or, if not indicated, to match flagpole-butt diameter; finished to match flagpole.
- B. Internal Halyard, Winch System: Manually operated winch with control stop device and removable handle, stainless-steel cable halyard, and concealed revolving truck assembly with plastic-coated counterweight and sling. Provide flush access door secured with cylinder lock. Finish truck assembly to match flagpole.
- C. Halyard Flag Snaps: Provide two swivel snap hooks per halyard.
- D. Elastomeric Joint Sealant: Single-component urethane or single-component neutral-curing silicone joint sealant complying with requirements in Division 7 Section "Joint Sealants" for Use NT (nontraffic) and for Use M, G, A, and, as applicable to joint substrates indicated, O joint substrates.

2.4 FINISHES

- A. Aluminum: Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
 - 1. Class I, Color Anodic Finish: AA-M12C22A42/A44 (Mechanical Finish: nonspecular as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, integrally colored or electrolytically deposited color coating 0.018 mm or thicker) complying with AAMA 611.

- a. Color: **Dark bronze**

PART 3 - EXECUTION

3.1 FLAGPOLE INSTALLATION

- A. General: Install flagpoles where shown and according to manufacturer's written instructions.
- B. Prepare uncoated metal flagpoles that are set in foundation tubes by painting below-grade portions with a heavy coat of bituminous paint.
- C. Foundation-Tube Installation: Install flagpole in foundation tube, seated on bottom plate between steel centering wedges. Plumb flagpole and install hardwood wedges to secure flagpole in place. Place and compact sand in foundation tube and remove hardwood wedges. Seal top of foundation tube with a **2-inch** layer of elastomeric joint sealant and cover with flashing collar.
- D. Baseplate Installation: Install baseplate on washers placed over leveling nuts on anchor bolts and adjust until flagpole is plumb. After flagpole is plumb, tighten retaining nuts and fill space under baseplate solidly with nonshrink, nonmetallic grout. Finish exposed grout surfaces smooth and slope 45 degrees away from edges of baseplate.

END OF SECTION 10350

SECTION 10425 - SIGNS

PART ONE - GENERAL

DESCRIPTION

Provide and install all signs indicated on drawings and specified herein.

Include all clips, supports, screws and mounting brackets for complete installation.

RELATED WORK SPECIFIED ELSEWHERE

General & Supplementary Conditions

SUBMITTALS

Submit manufacturers descriptive brochures and necessary supplemental detailed information indicating quality, finishes and accessories required for complete installation.

Camera ready layout shall be prepared by the manufacturer of graphic panel directory and approved by Architect prior to fabrication.

Architect shall select colors from manufacturers full range of colors.

PRODUCT DELIVERY, STORAGE, AND HANDLING

Deliver items in manufacturers original unopened protective packaging.

Store materials in original protective packaging to prevent soiling, physical damage or wetting.

Handle so as to prevent damage to finished surfaces.

PART TWO - PRODUCTS

MATERIALS

ROOM SIGNS & Miscellaneous: Series 1300 (A, B) Wood Frame System manufactured by Best Manufacturing Company or an approved equivalent by Kroy or National Signage Affiliates. Shall conform to ADA requirements.

Provide signs @ (3) restrooms

PART THREE - EXECUTION

INSPECTION

Inspect surfaces to verify suitability.

Do not proceed until all conditions are acceptable.

INSTALLATION

Provide all mounting devices for complete installation.

Install all signs at all locations scheduled on Drawings.

Install all signs as per manufacturers recommendations and as indicated on drawings.

END OF SECTION 10425

SECTION 10520 – FIRE EXTINGUISHERS, CABINETS, AND ACCESSORIES

PART ONE - GENERAL

DESCRIPTION

Provide and install all fire extinguishers, cabinets, and accessories (F.E. & F.E.C.) as indicated on drawings and specified herein.

Include all clips, supports, screws and mounting brackets for complete installation.

RELATED WORK SPECIFIED ELSEWHERE

General & Supplementary Conditions

SUBMITTALS

Submit manufacturers descriptive brochures and necessary supplemental detailed information indicating quality, finishes and accessories required for complete installation.

PRODUCT DELIVERY, STORAGE, AND HANDLING

Deliver items in manufacturers original unopened protective packaging.

Store materials in original protective packaging to prevent soiling, physical damage or wetting.

Handle so as to prevent damage to finished surfaces.

QUALITY ASSURANCE

Conform to NFPA 10 requirements for portable fire extinguishers.

Provide fire extinguishers, cabinets, and accessories by a single manufacturer.

Conform to UBC 7-5 (ASTM E814-97) & UBC 7-1 (ASTM E119-97) for fire resistive wall performance where necessary.

Conform to American with Disabilities Act 1990 on maximum cabinet projection of 4" in corridors where necessary.

PART TWO - PRODUCTS

MATERIALS

FIRE EXTINGUISHERS IN CABINET: (F.E.C.) Ambassador 1015 series w/ white powder coat finished steel recessed with Cosmic 10E fire extinguisher (provide fire extinguisher red lettering and full glass with double strength glass) as manufactured by J. L. Industries. Full glass Architectural series with MP 10 manufactured by Larsen's Manufacturing shall be approved substitute. Complete with all brackets and clips for a complete installation. Verify depth of walls for correct size of cabinets.

FIRE EXTINGUISHERS: (F.E.) Cosmic 10E fire extinguishers with wall bracket as manufactured by J. L. Industries. MP 10 with wall bracket manufactured by Larsen's Manufacturing shall be approved substitute.

Provide fire cabinets & extinguishers for fire-rated walls. Fire-FX options (See Architectural Drawings)

Provide fire extinguishers w/brackets in all mechanical & electrical rooms and other areas that is indicated on drawings. Furnish and install extinguishers in the mechanical and electrical rooms shown on drawings are not.

PART THREE - EXECUTION

INSPECTION

Inspect surfaces to verify suitability.

Do not proceed until all conditions are acceptable.

INSTALLATION

Mount head of cabinet @ 5'-0" above finish floor.

Prepare recesses in walls for fire extinguisher cabinets as required by type and size of cabinet and style of trim and to comply with manufacturer's recommendations.

Securely fasten mounting brackets and fire extinguisher cabinets to structure, square, and plumb, to comply with manufacturer's recommendations.

END OF SECTION 10520

SECTION 10800 - TOILET AND BATH ACCESSORIES**PART ONE - GENERAL****DESCRIPTION**

Provide each type toilet and bath accessory shown on drawings and specified herein.

Provide wood blocking in stud walls behind all surface mounted fixtures.

RELATED WORK SPECIFIED ELSEWHERE

General & Supplementary Conditions, Special Requirements:
Wood Blocking: Section 06100

QUALITY ASSURANCE

Accessories: Products of a single manufacturer, where possible.

SUBMITTALS

Submit manufacturer's descriptive brochures and necessary supplemental detailed information indicating model numbers, quality of materials, location of items, sizes, finishes and anchorage required to install each item.

Maintenance data, operating instructions and keys required for each type of equipment and lock.

PRODUCT DELIVERY, STORAGE & HANDLING

Deliver items in manufacturer's original unopened protective packaging.

Store materials in original protective packaging to prevent soiling, physical damage or wetting.

Handle so as to prevent damage to finished surfaces.

Protection:

1. Maintain protective covers on all units until installation is complete.
2. Remove protective covers at final clean-up of installation.

GUARANTEE

Guarantee all mirrors for 10 years against silver spoilage.

PART TWO - PRODUCTS**MATERIALS**

Mirror: Provide Bobrick model B-165 (24" x 36") stainless steel one piece channel framed bright polished finish and mitered corners.

Toilet Tissue Dispenser: Bobrick Model B-3888 recessed multi-roll toilet tissue dispenser or approved equal.

Grab Bars: Bobrick B6806 Series with concealed mounting and snap flange, or approved equal.

Paper Towel Dispenser/Waste receptacle: Bobrick (B4369) Contura satin finish stainless steel or approved equal.

PART THREE - EXECUTION**INSPECTION**

Check openings provided to receive recessed units for correct dimensions, plumbness of blocking or frames, preparation that would affect installation of accessories.

Check areas to receive surface mounted units for conditions that would affect quality and execution of work.

Verify spacing of plumbing fixtures and toilet partitions that affect installation of accessories.

Do not begin installation of washroom accessories until openings and surfaces are acceptable.

INSTALLATION

Drill holes to correct size and application that is concealed by item, with 1/4 in. tolerance.

Mount recessed accessories into wall openings with wood screws through cabinet side into wood blocking, or sheet metal screws into metal frames. All fasteners to be non-ferrous.

Mount surface mounted accessories to back up with fasteners recommended by manufacturer. Exposed fasteners to be of same material and finish as accessory. Adhesive fasteners not acceptable.

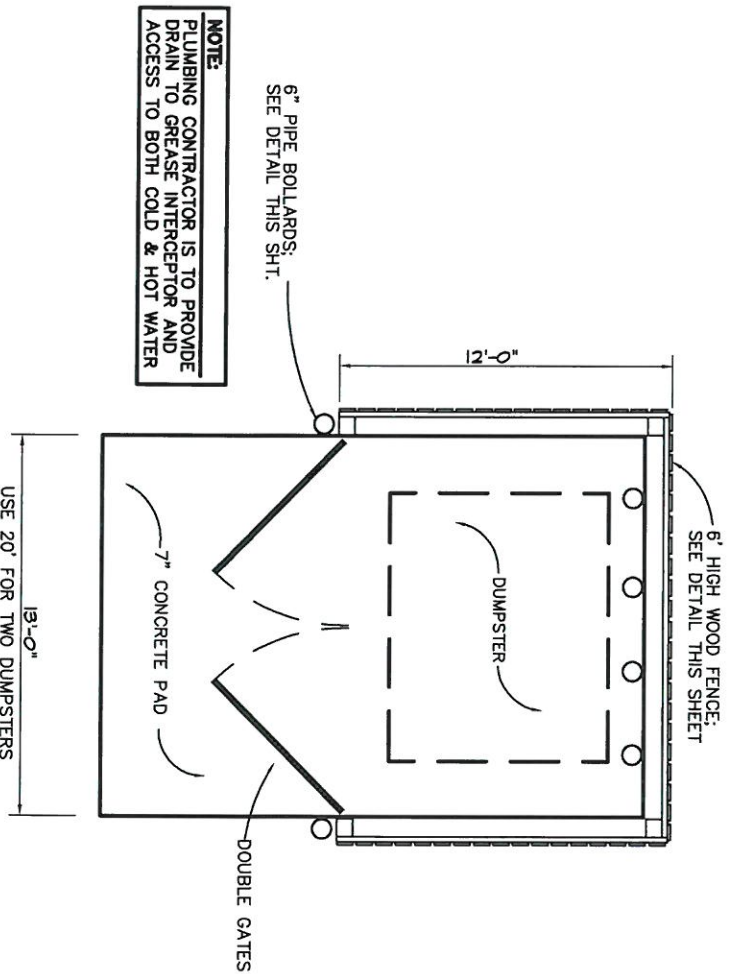
ADJUST AND CLEAN

Adjust accessories for proper operation.

After completion of installation, clean and polish all exposed surfaces.

Deliver keys and instruction sheets to Owner.

END OF SECTION 10800



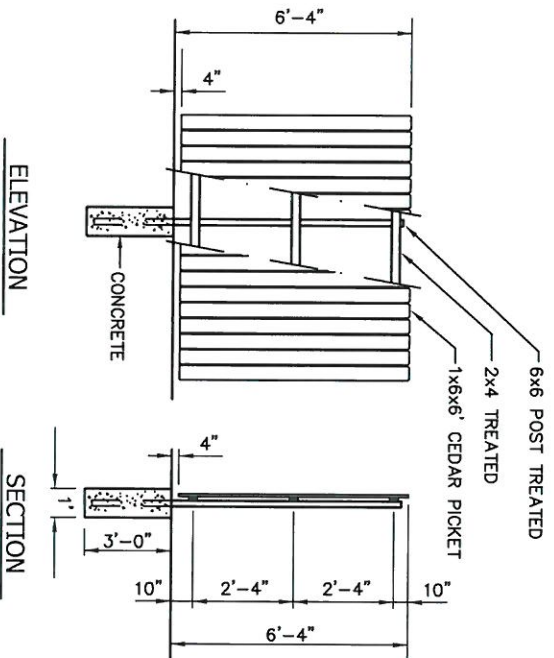
NOTE:
PLUMBING CONTRACTOR IS TO PROVIDE
DRAIN TO GREASE INTERCEPTOR AND
ACCESS TO BOTH COLD & HOT WATER

6" PIPE BOLLARDS;
SEE DETAIL THIS SHIT.

13'-0"
USE 20' FOR TWO DUMPSTERS

DUMPSTER PAD DETAIL

Scale: Not To Scale



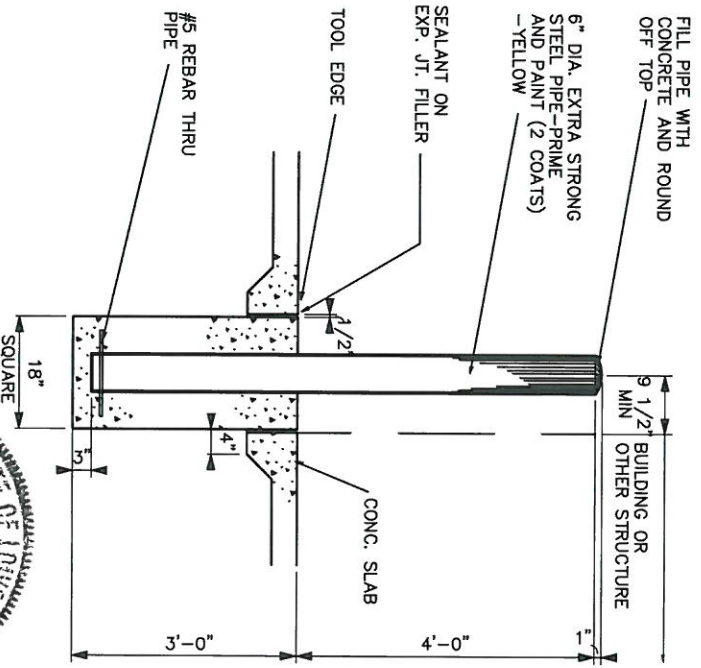
ELEVATION

SECTION

NOTE: ALL FASTENERS AND GATE HARDWARE
TO BE GALVANIZED METAL

WOODEN FENCE / DUMPSTER ENCLOSURE

Scale: Not To Scale



PIPE GUARD DETAIL

Scale: Not To Scale





PROPERTY LINE

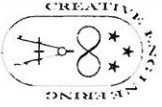
REQ'D ADA COMPLIANT
DUMPSTER PAD AND
ENCLOSURE (SEE DETAILS
ADDENDUM - SHEET B)

TEMPORARY BRANCH
CONCRETE PARKING
(BY OTHERS)

DUMPSTER PAD - PLAN VIEW
Scale: 1"=10'



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**Mohr and Associates, Inc.**
Consulting Civil Engineers & Land Surveyors
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Shreveport, Louisiana 71129

Phone : (318) 686-7190
Fax : (318) 686-7196

FOR:
**New Bank Branch for GB+T
Addendum - Sheet A**

Date 5/13/2013	Job 33922	Scale 1"=10'	Drawn DFB III
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Gibbsland Bank clarifications:

1. The light fixture shown on detail A/A1.03 shall be as follows: eleven(11) Lithonia C132-48" and two(2) Lithonia C172-72" strip lights. Provide wall switch at same location of switches shown on sheet E1. Circuit to 20A/1P breaker in panel "L".
2. The solid oak topper on the teller stations shall be 5/4" solid oak topper in lieu of ¾".
3. Any mention of The State of Louisiana in the specifications is erroneous, the owner is Gibbsland Bank & Trust.
4. The client will not occupy at any time a part of the building during the course of construction.
5. On Drawing Sheet B (at the dumpster pad) the note in the box that states to install a floor drain and tie into the grease interceptor is an erroneous statement and is not part of this project.
6. In Supplementary Conditions, page SC14—11.1.6.1 Owner's Protective Liability coverage shall not be applicable for this project.
7. In Supplementary Conditions, page SC19—second paragraph referencing flood coverage is not applicable for this project.
8. In the specs, Section 1740 Warranties and Bonds, sheet 01740-3 under Part 3 Schedules of Warranties refers to Section 07530 - Roofing Systems. This is not applicable to this project.
9. Section 10425-Signs that was provided in addendum #1 was missing the information regarding the exterior signage. Please see the attached specification that has the added verbiage for the exterior signs as follows: *Material & Finish - #20 Acrylic Baked Enamel Letters and Custom Gibbsland Shield as shown on the exterior elevations. Manufactured by Metal Arts, Division of L & H Mfg. Co. & The Southwell Co. or an approved equal. (Refer to Architectural Drawings for locations, sizes and colors) Provide proper mounting screws and devices for the locations of letters. Font of letters shall match the existing signage on the Gibbsland Bank & Trust Hwy 80 branch location.*
10. Item 21 of addendum #1 states for the contractor to *Provide an allowance for the light fixtures labeled 'D' and 'H' based on the fixtures specified by Progress.* To clarify, the general contractor shall bid the fixtures as specified. However, after a contractor is selected and construction begins, the client shall be allowed to select different fixtures within that allowance prior to the fixtures being ordered.

SECTION 10425 - SIGNS

PART ONE - GENERAL

DESCRIPTION

Provide and install all signs indicated on drawings and specified herein.

Include all clips, supports, screws and mounting brackets for complete installation.

RELATED WORK SPECIFIED ELSEWHERE

General & Supplementary Conditions

SUBMITTALS

Submit manufacturers descriptive brochures and necessary supplemental detailed information indicating quality, finishes and accessories required for complete installation.

Camera ready layout shall be prepared by the manufacturer of graphic panel directory and approved by Architect prior to fabrication.

Architect shall select colors from manufacturers full range of colors.

PRODUCT DELIVERY, STORAGE, AND HANDLING

Deliver items in manufacturers original unopened protective packaging.

Store materials in original protective packaging to prevent soiling, physical damage or wetting.

Handle so as to prevent damage to finished surfaces.

PART TWO - PRODUCTS

MATERIALS

INTERIOR

ROOM SIGNS & Miscellaneous: Series 1300 (A, B) Wood Frame System manufactured by Best Manufacturing Company or an approved equivalent by Kroy or National Signage Affiliates. Shall conform to ADA requirements.

Provide signs @ (3) restrooms

EXTERIOR

Material & Finish - #20 Acrylic Baked Enamel Letters and Custom Gibbsland Shield as

shown on the exterior elevations. Manufactured by Metal Arts, Division of L & H Mfg. Co. & The Southwell Co. or an approved equal. (Refer to Architectural Drawings for locations, sizes and colors) Provide proper mounting screws and devices for the locations of letters. Font of letters shall match the existing signage on the Gibbsland Bank & Trust Hwy 80 branch location.

PART THREE - EXECUTION

INSPECTION

Inspect surfaces to verify suitability.

Do not proceed until all conditions are acceptable.

INSTALLATION

Provide all mounting devices for complete installation.

Install all signs at all locations scheduled on Drawings.

Install all signs as per manufacturers recommendations and as indicated on drawings.

END OF SECTION 10425