**Facility Planning & Control**

**2. INSTRUCTIONS ON STANDARD FORMS AND SPECIFICATIONS**

The following documents are part of the Instructions to Designers and shall be included in the Bid Documents in the sequence shown, *(copy those provided****; do not retype except for the Schedule of Values****)*.

Advertisement for Bids

Instructions to Bidders

Bid Form Bid Bond

Supplementary Conditions

Contract Between Owner and Contractor

and Performance and Payment Bond

Affidavit

Schedule of Values

Change Order

Recommendation of Acceptance

Partial Occupancy

Building Plaque *(if applicable)*

The designer shall also obtain and include in the Bid Documents the American Institute of Architects General Conditions of the Contract (AIA Document A201.) These documents shall be used only in compliance with the applicable copyright provisions.

**Advertisement for Bids**

1. This office will establish the date and time for receipt of bids and advertise the project for bids, upon satisfactory completion and acceptance of the documents and receipt of a request to advertise for bids from the User Agency. Approval letters from regulatory agencies are required to be submitted before the project can be advertised. A copy of the completed Advertisement for Bids shall be included in all copies of the Bid Documents, upon issuance. By State Law, these documents shall be ready for issuance on the day the first advertisement appears.

2. The Designer shall fill in:

a. The name of the project, location and project number of the contract, and where copies of the Bid Documents may be obtained from the Designer.

b. The amount of the deposit for the Bid Documents, with approval of the Owner. Such deposit shall be computed at twice the actual cost of reproduction.

c. The Contractor's license classification.

**Instructions to Bidders**

1. The Designer shall include a copy (reproduced, not retyped) of the Instructions to Bidders in all copies of the Bid Documents. The Designer shall fill in the information required concerning the specifications and drawings.

2. The Owner, in consultation with the User Agency and the Architect, shall establish and include the completion time in consecutive calendar days. The Designer shall include this construction time in the Instructions to Bidders.

3. The Designer shall also include the Liquidated Damage amount per FP&C's schedule.

4. The Instructions to Bidders provides for approval, prior to bidding, of substitutions of materials, products and equipment required by the Bid Documents. Upon submittal of requests for prior approval by the Proposer, the Designer will promptly review same, and if rejection is necessary, it will be promptly done in writing to the Proposer, with a copy to the Owner. Notice of rejection shall be sent to the Proposer and Owner prior to the time for issuing the last addendum before bidding. Such notice will give the reasons for said rejection. See Article 4.4, Instructions to Bidders.

**Bid Form Format**

1. The Designer shall complete the portions of the Louisiana Uniform Public Work Bid Form indicated to be completed by him. The Designer shall make no other changes in the form. It is to be used exactly as it is found in the Instructions to Designers.

2. The Designer shall enter the words “Not Applicable” in any blanks that are not applicable to the project.

3. If approved in writing by Facility Planning and Control the Designer shall provide space for, give descriptive title to, and arrange alternates in the order of priority as approved by FP&C. The instructions in the Louisiana Uniform Public Work Bid Form in the space reserved for the descriptive title may be replaced by the descriptive title.

4. The Designer shall make no other changes in the form. It is to be used exactly as it is found in the Instructions to Designers with the exception of the foregoing prescribed changes and additions.

5. When issuing documents to prospective Prime Bidders, the Designer shall include one loose copy of the Bid Form for their use in submitting bids.

**Issuance of Documents**

The Designer shall issue Bid Documents, free of charge, to all recognized plan rooms requesting the documents. The Owner will reimburse the cost of these and the cost of documents issued for Bid Documents over and above retained deposits. Documents printed for the Owner/User/Code approval process, and prints used by the Designer will not be reimbursed. If there are any questions, contact FP&C. The Designer shall state in the documents a reasonable number of sets of documents to be supplied to the Contractor. Any additional documents supplied to the Contractor will be at the Contractor’s cost. The following schedule shall be used as a guide:

Cost of Project: Number of Sets:

0 -$100,000 10

$100,000 - $500,000 15

$500,000 - $1,000,000 20

$1,000,000 - $2,000,000 25

$2,000,000 - $5,000,000 30

$5,000,000 - $10,000,000 40

Over $10,000,000 50

Designers may recommend alternative methods of document distribution for approval by Facility Planning & Control. Alternatives methods must:

1. Provide equal or better access by potential bidders than the conventional method described in the Instructions to Bidders. For exclusively electronic plan distribution, prospective plan holders must be able to download files in a reasonable time and print paper copies, or have them printed, at a reasonable cost.
2. Comply with all provisions of Public Bid Law particularly with regard to RS 38:2212(D). For exclusively electronic plan distribution, one printed copy must be provided to all bona fide prime bidders at zero net cost.

When documents are distributed electronically, the specifications shall state that the Contractor will be responsible for the printing of any paper copies they need.

**Bid Bond with Notice**

The Designer shall include a loose copy of the Bid Bond form in all Bid Documents with instructions that all bonds submitted shall be in this format.

**Prior Approvals**

If a potential supplier wishes to submit for prior approval a particular product other than a product specified in the Bid Documents, they shall do so no later than seven (7) working days prior to the opening of bids. Within three (3) days, exclusive of holidays and weekends, after such submission, the prime design professional shall furnish to both the public entity and the potential supplier written approval or denial of the product submitted. All such approvals shall be included in addenda issued prior to bidding. Such approvals shall include both a manufacturer and model or series number for each product approval. The Designer has full responsibility for such approvals.

If at the time of issuance of the last addendum, the Designer has issued only one prior approval on any item where prior approval is required, then it shall be the Designer's responsibility to include a minimum of two (2) manufacturers, with model or series numbers, who meet the specification, in the final addendum. Manufacturer/model number designations shall be coordinated with descriptive specifications. The description shall be limited to what is important. This is intended to reduce opportunities for conflict. If conflicts appear during construction it will be the Designer’s responsibility to resolve them.

**Issuance of Addenda**

The basic purpose of an addendum is to clarify or change the Bid Documents, supply additional needed information or provide prior approvals. Designers shall not, in an addendum, change the scope of work, the basic building materials or systems or other basic items without the express written approval of Facility Planning and Control. Everyone that has been issued Bid Documents are to receive copies of all addenda.

**If the necessity arises to issue an addendum modifying plans and specifications or giving prior approvals, within the seventy‑two (72) hour period prior to the advertised time for the opening of bids, excluding Saturdays, Sundays and any other legal holidays, then the opening of bids shall be extended at least seven but not more than twenty-one working days**, without the requirement of re-advertising. Designers shall not issue such an addendum without the express approval of Facility Planning and Control. If such an addendum should cause the State or the User additional expenses because of re-advertisement or for other reasons, then the Designer shall be liable for such expense if he/she has not received specific approval to issue such an addendum.

When it is necessary to issue an addendum within seven (7) calendar days of the bid date, such addendum shall be sent to all prospective bidders, plan rooms and other plan holders by **FAX OR E-MAIL AND CERTIFIED MAIL OR EXPRESS MAIL, RETURN RECEIPT REQUESTED**. It is the Designer's responsibility to ascertain that all prime bidders have received all addenda issued. If the addendum cannot be transmitted by facsimile transmission, e-mail, or other electronic means, or otherwise effected by hand delivery, the bid opening shall be delayed by at least seven days.

**General Conditions of the Contract for Construction**

1. The Designer shall include in all Bid Documents an original of the General Conditions of the Contract for Construction (AIA‑A201, 2017 edition). This document shall not be reproduced or included by reference.

**Supplementary Conditions**

1. In the Bid Documents, the Designer shall include a copy *(reproduced, not retyped)* of the Supplementary Conditions furnished by this department. Designer shall not add to or delete from the Supplementary Conditions unless directed in writing by Facility Planning and Control.

2. See Articles 11.1 ‑ 11.3 of the Supplementary Conditions for the limits of insurance required for each project.

**Contract Between Owner and Contractor and Performance and Payment Bond**

1. Include in all copies of the Bid Documents a sample copy of the Contract and Bond Form furnished by this department. This sample copy shall not be modified.

2. If the project is awarded for construction, actual preparation of the Contract will be done by FP&C.

**Affidavit**

1. Include in all copies of the Bid Documents a sample form of the Affidavit.

2. FP&C will prepare the Affidavit for execution by the Contractor if the project is awarded for construction.

**Schedule of Values**

Designer should add or delete items as they apply to this particular project.

**Other Forms and Documents**

1. Include a sample copy of the Change Order, including change order back-up, Recommendation of Acceptance, and Beneficial Occupancy Forms in all copies of the Bid Documents. Instruct the Contractor that they will be issued these forms at the pre-construction conference.

2. As applicable to the project, the Designer shall obtain other forms and documents from the User Agency to be included in each copy of the Bid Documents. By way of example these may include, but not be limited to, Certificate of Non-segregated Facilities, Equal Opportunity Employment Clause and/or Affirmative Action Compliance Forms for University projects.

**Codes and Laws**

This project shall be designed according to the following:

1. *Louisiana Building Code for State Owned Buildings*, RS 40:1721-1724, consisting of the following in the editions stated on the Facility Planning & Control website:
   1. *The Life Safety Code* NFPA 101.
   2. The *International Plumbing Code*; the *International Building Code*, Chapter 29-Plumbing Systems; and the *International Residential Code*, Part VII-Plumbing.
   3. The *International Building Code*.
   4. The *International Mechanical Code*.
   5. The *National Electrical Code*.

In all cases of conflict between the Life Safety Code and any of the above codes, the most stringent provision shall be used.

1. Commercial Building Energy Code
2. Americans with Disabilities Act Accessibility Guidelines.

***NOTE:*** *Truncated Domes will be used as required by the American’s with Disabilities Act (ADA) and as detailed in the companion guidelines known as the ADA Standards for Accessible Design.*

4) In addition to Facility Planning and Control, Construction documents shall be submitted to the following agencies for the purposes indicated.

a) Office of State Fire Marshal for the review of Life Safety Code, other NFPA codes and the ADA.

b) Regional Office of Public Health for the review of the State Sanitary Code, as applicable.

c) Office of Technology Services for the review of telecommunications features.

d) Local building authorities shall be consulted for compliance with local flood zone requirements only. (Local building permits are not required.)

5) **Comply with the flood zone requirements of the National Flood Insurance Program (NFIP). The Base Flood Elevation (BFE) is to be obtained** from the local jurisdiction and shall include freeboard, if any. If there is no local jurisdiction or if the local jurisdiction has not established BFE's, the BFE shall be established using FEMA maps. Note: No building permit is required from the local jurisdiction but their BFE's are to be used where available.

**Cover sheets, Title Blocks and Project Signs**

Provide the following information on the covers of both Drawings and Specifications. Verify with the Project Manager the correct names titles and numbers.

Name of Project

State Project Number & Part Number

Site Code & State I.D.

State of Louisiana

Name – Governor

Division of Administration

Name - Commissioner of Administration

Office of Facility Planning and Control

Name - Director

Provide the following information in the title block of each drawing sheet:

Name of Project

State Project Number & Part Number

Site Code & State I.D. (if applicable)

A project sign shall be required for all new buildings and significant renovations. The project sign shall include all the information required for the cover sheet except the site code and state ID. The project sign may also include the name of the designer and the contractor. Lettering for the name of the governor shall be 6” high. Other lettering shall be in the appropriate relationship.

**Specifications**

1. Technical Specifications on performance and materials shall be based on the divisions outlined in the Construction Specifications Institute Master-format (C.S.I.).

2. State Law prohibits the Designer from closing specifications on any item in the specification, except as provided for in R.S. 38:2290‑2296, and the Louisiana Administrative Code Title 34, Part III, Chapter 9, Section 901.

3. Facility Planning recognizes four methods of specifying:

a) *Proprietary* - (preferred) Specifies actual brand names, model numbers, and other proprietary information.

b) *Referenced* - Requires a product or process to be in accordance with an established standard.

c) *Descriptive* - Defines exact properties of materials and methods of installation with-out using proprietary names.

d) *Performance* - Specifies the required results and the criteria by which the performance can be verified. The Contractor is free to find material complying with the performance criteria.

**Proprietary Specifications**

Facility Planning prefers to use proprietary specifications above all others, wherever possible. When in the specifications the Designer uses a proprietary specification, he/she shall adequately identify said product by including at least two (2) manufacturers that are acceptable as to function and quality for each item specified by manufacturer, and model or series numbers for each manufacturer so named.

The specifications shall state clearly that when a proprietary specification is used, it is used only to denote the quality standard of the products desired, and that they do not restrict Bidders to the specific brand, make, manufacturer or specification named; that they are used only to set forth and convey to prospective Bidders the general style, type, character and quality of the products desired; and that equivalent products will be acceptable, but only with written prior approval as described below.

**Referenced Specifications**

Where recognized by the construction industry as being an accepted method for specifying a particular item, Facility Planning has no objection to specifying by reference standard (such as ASTM, ANSI, ACI, etc.). However, such reference shall not be used as a substitute for design. The designer is responsible for these decisions. Any reference standards where the date is not specified, shall mean the latest edition of such standards published prior to the date of the specifications, in accordance with the abbreviation referred to in the Technical Provisions. Where such a reference is made, the applicable standard is hereby made part of the specifications which refers to it to the same extent as if written out in that specification in full. **The Designer shall have in his/her possession, or ready access to, a copy of any standard referred to in the specifications.**

In all specifications where an item is specified by reference standard only, the Designer shall state in that section if prior approval is required. If prior approval is required, and if a minimum of two (2) manufacturers and product numbers have not been approved before issuance of the last addendum, then the Designer shall include a minimum of two (2) manufacturers approved in the last addendum. The Designer is responsible for knowing the content and purpose of the standard before incorporating it into the Construction Documents.

**Performance and Descriptive Specifications**

They are not to be used where a proprietary specification can be written. Performance and/or descriptive specifications will be allowed for products which the construction industry recognizes and specifies by these methods (steel, concrete, lumber, piping, etc.). If Facility Planning feels a product can be specified by a proprietary specification, the Designer will be requested to rewrite the specification. Each section of the specifications where a performance or descriptive specification is written shall state whether or not prior approval is required. If prior approval is required, the Designer shall submit to Facility Planning and Control, prior to advertising, a minimum of two (2) manufacturers and corresponding model or series numbers that meets the specification.

**Moveable Equipment**

Moveable Equipment is not to be included in the Construction Documents. If an item of equipment does not require the services of a Mechanic or some construction trade for its installation, it is classified as Moveable Equipment, and is not to be part of the Designer's Contract.

**Coordination**

The Designer shall be responsible for coordination between the different disciplines, sheets of drawings, details, drawings and specifications, specifications sections and between named products and performance criteria.

**General Requirements**

Alternates

In Division 1, in the section Alternates, the Designer shall (if approved in writing by Facility Planning and Control Department) describe only add alternates affecting the scope, materials and methods. A maximum of three (3) alternates may be used. Alternates must be listed in order of priority established by the Owner and the User Agency. In the description of each alternate, the Designer shall list which of the CSI specification divisions are affected by the alternate.

Allowances

The use of allowances is strictly limited. Any proposed use of allowances must be reviewed and approved by Facility Planning & Control. The use of allowances is statutorily limited to hardware, face brick, landscaping, electric light fixtures and carpeting.

Project Meetings

In the Construction Documents the Designer shall include the following:

Pre‑Construction Conference: After notification that the Contract has been executed, the Architect shall arrange with the Owner, User Agency and Contractor, and conduct a Pre‑Construction Conference to be held at the project site. The Contractor shall be responsible to see that their principal Subcontractors are in attendance and shall furnish to the Architect and Owner:

1) the Schedule of Values,

2) list of Subcontractors and material suppli-ers,

3) information listed in Paragraph 7.1 of the Supplementary Conditions,

4) the Construction Schedule.

Pre-Closeout Conference: When the project is 75% to 85% complete the Architect shall arrange with the Owner, User Agency and Contractor to conduct a Pre‑Closeout Conference to be held at the project site. The Contractor shall be responsible to see that their principal Subcontractors are in attendance. The conference shall follow the format described in the section entitled “Pre-Closeout Conference Agenda.”

**Quality Control**

Extent of Laboratory Tests and Inspections

The Designer shall make separate written recommendations to the Owner concerning the type and number of tests that will be required on the project. The Designer shall provide an estimate of the cost of testing services for the project and shall include it in the space provided on the Statement of Probable Cost. The Owner shall engage the testing laboratory and shall pay for tests as provided for by the General and Supplementary Conditions. The Contractor shall be advised of the number and type of tests to be performed by the testing laboratory. The Designer shall ensure that the testing laboratory is present at the Pre-Construction Conference.

The laboratory shall promptly submit written reports of each test and inspection made to the Owner, Architect, Engineer, Contractor, and to such other parties the Owner may specify. The testing laboratory shall not be responsible for evaluating test results. This is the responsibility of the Designer.

All copies of testing laboratory invoices shall be verified by the Designer prior to being submitted to the Owner for payment.

A copy of the Testing Laboratory Rates, Testing Laboratory Guidelines and list of acceptable testing laboratories can be obtained from the Facility Planning & Control Manager.

In the Documents the Designer shall include the following:

Testing Laboratory Services

Selection and Payment - The Owner shall engage and pay for the services of an independent testing laboratory to perform inspection and tests of materials and construction as defined in the General Conditions, except that in the event of a test failure the Contractor shall pay for retesting. The Contractor is to select the testing lab and pay for all concrete design mix testing.

Cooperation of Contractor - The Contractor shall cooperate with the laboratory and:

1) Make available, without cost, samples of all materials to be tested in accordance with applicable standard specifications.

2) Furnish such nominal labor and sheltered working space as is necessary to obtain samples at the project

3) Advise the laboratory of the identity of materials' sources and instruct the suppliers to allow tests or inspections by the laboratory.

4) Notify the laboratory sufficiently in advance of operations to allow for completion of initial tests and assignment of inspection personnel. Notify the laboratory sufficiently in advance of cancellation of required testing operations. The Contractor shall be responsible to the laboratory for changes due to failure to notify if requirements for testing are canceled.

Test Methods

Tests and inspections shall be conducted in accordance with the latest standards of ASTM or other recognized authorities.

Test Reports

The Contractor will be provided a copy of each report in a timely manner. The Contractor will be notified immediately if the testing laboratory discovers any hazardous materials.

**Site Construction**

Demolition

The Designer shall address the following if applicable:

Salvage and Disposition of Material and Equipment

The Designer and User Agency shall determine prior to bidding what excess dirt, salvaged equipment and materials are to be retained. The Construction Documents shall adequately define where the Contractor is to deliver such dirt, equipment and materials. Any of this equipment and materials not retained by the User Agency shall be transferred to the Surplus Property Section, Division of Administration, as required by the Property Control Regulations. Such transfer shall be the responsibility of the User Agency. Other excess dirt, equipment and materials not to remain in the work or retained by the User Agency shall become the property of the Contractor and shall be removed from the site by him.

***NOTE:*** *The preceding paragraph is not intended to be included in the specifications, but its intent shall be used to describe, as accurately as possible, such salvage and disposition.*

Illumination for Inspections

Designer shall require adequate lighting during the inspection of all finish materials and anything that will affect the visual characteristics of finishes. This includes the requirement that lighting levels be the same as will exist when the building is accepted and shall be in measurable terms such as foot-candles.

**Elevation Certificate**

Include in the documents the requirement that the contractor shall provide a FEMA National Flood Insurance Program Elevation Certificate for the building or buildings. This requirement shall apply to all new or substantially improved buildings. The elevation certificate is to be completed and stamped by a licensed engineer or land surveyor strictly according to the FEMA NFIP Instructions, including the photographs, and with the assumption that it is intended to support a LOMA or LOMR-F request. “Substantially improved” means any improvement the cost of which equals or exceeds 50% of the market value of the building or includes any change in floor elevation. Any questions regarding the application of the term “substantially improved” should be referred to the FP&C project manager.

**Wood and Plastics**

Use only materials that will provide the maximum resistance to corrosion for all fasteners and other metal devices in contact with treated wood. If any material other than stainless steel is proposed, the approval of the Facility Planning & Control Manager must be obtained.

**Thermal and Moisture Protection**

Roofing Systems: Instructions to Designers for design of Roofing Systems, including specification data, are contained in a separate memorandum entitled "Instructions to Designers ‑ Roofing Systems", which is made part of the Instructions to Designers.

**Specialties**

Commemorative Plaque

A commemorative plaque may be required for new buildings and certain major renovations. Verify with the project manager the need for a plaque. Plaques shall be the size indicated below and include the following information. No other information will be included and this is the **only** plaque that is to be included in the Construction Documents.

Size: Approximately 15” X 24”

Content, in the following order:

Graphics:

Image of the seal of the State of Louisiana

Text:

Name of Project (per Capital Outlay)

Year facility was completed

Name of the current Governor

Name of the Architect

Name of the Contractor

Name of the Program Manager (if applicable)

The words: “Project funded by the tax payers of Louisiana”

Final approval of this Department and the User Agency of the plaque layout or "rubbing" shall be obtained by the Designer prior to the casting of the plaque.

**Conveying Systems**

Elevators: A detailed "Specification for Elevators" has been developed by the Office of Risk Management, which is responsible for all State of Louisiana State Building elevators. These specifications are intended as a guide for the Designer in preparing his/her specifications. Advances in technology and construction materials may require substantial editing of some sections of these specifications. However, the Designer is cautioned not to lose quality control over materials and workmanship, or control over inspections and warranties in his/her editing.

Standard text writing is intended to be used "as is" in context. Editing should be approved by FP&C, unless minor in scope. Non-applicable sections and parts should be deleted in the final document.

(*Italics in parenthesis)* indicates places for inserts and notes to the Designer. These should be deleted in the final document. Italics indicate suggested wording which may be edited by the Designer. These items are included to show the original content of the Building and Grounds specifications, and are included as a guide for content. Care should be taken to ensure deleted information is covered elsewhere in the specifications as applicable.

Enumeration as shown may be modified to match the Designer’s standard format.

Small projects may require major restructuring and editing of these specifications.

This document is available in Word at FP&C. Contact the Project Manager to arrange for copy.

The Designer shall state in the specification that it shall be the Bidder's responsibility to assure their equipment will operate satisfactorily within the prescribed conditions.

If modifications are required, it will be the Bidder's responsibility to make any necessary changes as needed. Should any equipment be furnished that will not properly function within the established parameters, it shall be the Bidder's responsibility to pay any additional costs attributable to providing the correct equipment.