

PROJECT MANUAL

2025-02 IMPROVEMENTS TO J.I. BARRON ELEMENTARY SCHOOL PINEVILLE, LOUISIANA RPSB BID #52-26-01

RAPIDES PARISH SCHOOL BOARD - OWNER

STEVE BERRY – PRESIDENT

MARK DRYDEN – VICE PRESIDENT

JEFF POWELL – SUPERINTENDENT

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118 S. Trenton Street, Ruston, LA 71270-4432
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SEPTEMBER 2025

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ADVERTISEMENT FOR BIDS

**RAPIDES PARISH SCHOOL BOARD
#2025-02 IMPROVEMENTS TO J. I. BARRON
ELEMENTARY SCHOOL
RPSB Bid # 52-26-01**

Separate sealed bids for #2025-02 Improvements to J.I. Barron Elementary School (RPSB Bid #52-26-01) will be received by the RAPIDES PARISH SCHOOL BOARD in the Purchasing Dept. (2nd Floor of the School Board Central Office - 619 Sixth Street, Alexandria, Louisiana 71301), until 2:00 P.M. (Central time), Wednesday, October 29, 2025. Sealed bids will then be publicly opened and read aloud in the Board Room of the Central Office. Any bid received after the specified time and date will not be considered.

The Instructions to Bidders, Bid Form, Agreement Between Owner and Contractor, Forms of Bid Bond, Performance Bond and Payment Bond, Drawings and Specifications, and other Contract Documents may be obtained from Yeager, Watson & Associates, LLC, 118 S. Trenton St., Ruston, LA 71270-4432, (318) 202-5708, upon receipt of deposit of \$200.00 for each set of documents.

Electronic bid documents are also available for a purchase price of \$20 from the architect's office or by membership to following Plan Rooms: LAGC, ConstructConnect, Dodge, or ISqFt.

Bidding documents may be obtained from CentralAuctionHouse.com (fees may be associated with this site).

Pursuant to Louisiana Revised Statutes 38:2212.E(I) Bidders have the option to submit their bids and bid bonds electronically. To view bids, download and receive plans and specifications, and bid notices by email, Bidders will need to register with Central Bidding at www.CentralAuctionHouse.com If you need help registering, or need help with completing an e-bid, please call Central Bidding at 225-8100-4814 or Toll Free at 866-570-9620 seven days a week, 24 hours a day. Fees may be associated with the use of this site.

A non-mandatory Pre-bid Conference will be held at 10:00 A.M. on Thursday October 16, 2025 at J.I Barron Elementary School: 3655 Trinity Church Road, Pineville, Louisiana 71360. Bidders must check in at the office.

The OWNER reserves the right to reject any or all bids for just cause; such actions will be in accordance with Title 38 of the Louisiana Revised Statutes.

In accordance with R.S. 38:2212(8)(1), the provisions and requirements stated in the bidding documents shall not be considered as informalities and shall not be waived.

The successful Bidder shall be required to furnish a Performance Bond and Payment Bond, in an amount equal to 100% of the Contract amount, written by a surety or insurance company meeting the requirements noted in R.S. 38:2219.A.(1)(a), (b) and (c).

Each Bidder must deposit with his/her bid, security in the amount of at least five percent (5%) of the total bid price, provided on the specified form and subject to the conditions provided in the Information for Bidders.

Sureties used for obtaining bonds must appear as acceptable on the U.S. Department of the Treasury Circular 570.

Bidder shall show the Contractor's license number and name of the project on the Bid envelope as required by Louisiana Revised Statutes 37:2163.A.(1).

In accordance with in R.S. 38:2215. A., no Bidder may withdraw his bid within forty-five (45) days after the actual date of the opening.

Any person with disabilities requiring special accommodations must contact the Owner no later than seven (7) days prior to bid opening.

**RAPIDES PARISH SCHOOL BOARD
PURCHASING DEPARTMENT
619 SIXTH STREET
ALEXANDRIA, LOUISIANA 71301**

PLEASE PUBLISH THREE (3) TIMES:

September 26, 2025

October 3, 2025

October 10, 2025

INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINITIONS AND INTRODUCTION

- 1.1 The Bidding Documents include the following:
Advertisement for Bids, Instructions to Bidders, LDR Form R-85012-T, LA Uniform Public Work Bid Form, Attestation Clause, Attestations Affidavit, Non-Collusion Affidavit of Prime Bidder, Affidavit-Contractor, AIA A201- 2017 General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, Specifications Divisions 1 through 33, Drawings, and Addenda.
- 1.2 The Owner of the proposed work is:
Rapides Parish School Board, 619 Sixth Street, Alexandria, LA 71301 **(318) 487-0888**.
- 1.3 The title of work or project is as indicated in the Bid Documents.
- 1.4 All definitions set forth in AIA Document A201-2017, General Conditions of the Contract for Construction, as modified, or in other Bidding Documents that are hereby made a part of the Instructions to Bidders.
- 1.5 **Addenda** are written or graphic instruments issued by the Engineer / Architect prior to the opening of bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, corrections and prior approvals.
- 1.6 A **Bid is a** complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.7 The **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described as the Base Bid, to which Work may be added the sums stated in Alternate Bids, if any.
- 1.8 An **Alternate Bid** (or Alternate) is an amount stated in the Bid to be added to or subtracted from the amount of the Base Bid if the corresponding change in the Work or change in materials or methods of construction described in the Bidding Documents is accepted.
- 1.9 A Unit **Price** is an amount proposed by Bidder and stated on the Bid Form as a price per unit of measurement for materials and/or services that shall be added or deducted from the contract sum by Change Order in the event the estimated quantities of work required by the Contract Documents are increased or decreased.
- 1.10 A **Bidder** is a person or entity who submits a Bid.
- 1.11 A **Sub-bidder** is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.
- 1.12 **Architects and Engineers:** The Architect of record or his authorized representative, and the consulting Engineer(s) whose seal(s) appear on the Bidding Documents will administer the construction contract.
- 1.13 Bid Forms can be found immediately following these Instructions to Bidders.
- 1.14 Rapides Parish School Board is tax exempt. A tax-exempt certificate will be issued to the awarded contractor only (at their request). Sub-contractors will not be issued tax exempt certificates.

**ARTICLE 2
BIDDER'S REPRESENTATION**

- 2.1 The Bidder by making his Bid represents that:
- 2.2 The Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith, and, the Bidder has visited the site(s) and has familiarized himself with all of the local conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents, and,
- 2.3 The Bid is based upon the materials, systems, and equipment described in the Bidding Documents and as modified by Addenda, without exception, and,
- 2.4 The Bidder is fully qualified under all Louisiana State Laws, and all local licensing laws for Contractors in effect at the time and at the location(s) of the Work before submitting his Bid, and that all of his Sub-bidders or prospective Sub-contractors are duly licensed in accordance with all laws, (if required),
- 2.5 His bid is not based on any verbal instructions contrary to the Contract Documents and addenda.

**ARTICLE 3
BIDDING DOCUMENTS**

3.1 COPIES

- 3.1.1 The Owner will receive bids from General Contractors who are licensed In the State of Louisiana and who hold certificates with the Louisiana state Licensing Board for Contractors.

Registration by Bidders and Plan Holders with the Architect is mandatory. **All Contractors intent on bidding as Prime Contractor will notify the Architect by email to: submittals@yeagerwatson.com or by calling the office to register.** Additional instructions and clarifications of Bid Documents will be made through written instructions and issued by Addenda to only registered Bidders and Plan Holders.

- 3.1.2 Bidding Documents may be obtained directly from CentralBidding.com or through the Architect's office. Bid Documents furnished electronically are copyrighted for the express use by bidders in preparation and submittal of bids. They may be reproduced.
- 3.1.3 The Architect will not call to warn bidders when Bidding Documents are due.
- 3.1.4 Bidders shall use complete sets of Bidding Documents in preparing bids; neither the owner nor the Architect assumes responsibility for errors, omissions and misinterpretations resulting from the use of incomplete sets of Bidding Documents. Prior to bidding, verify all specification page numbers and Drawing sheet numbers with the specified index to insure receipt of all documents.
- 3.1.5 The Owner or Architect in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work of separate contractors to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and all local conditions, and shall at once report to the Architect all ambiguities, inconsistencies, or errors discovered in the Bidding Documents or errors relating to the Project site.
- 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to reach the Architect at least seven (7) days prior to the date for receipt of Bids.
- 3.2.3 Interpretations, corrections, or changes of the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

3.3 SUBSTITUTIONS- (PRIOR APPROVAL REQUIRED)

- 3.3.1 The materials, products, and equipment described In the Bidding Documents establish a standard of required function, dimension, and appearance to be used on the Project and do not restrict bidders to the specific brand, make, manufacturer, or specification named. Bidders may propose substitute materials, products, and/or equipment. All proposed substitutions must be submitted to the Architect for approval in accordance with Article 3.3 and its subparts.
- 3.3.2 No substitution will be considered prior to receipt of Bids unless a complete written request for approval has been submitted by the proposer and has been received by the Architect at least seven (7) days prior to the date for receipt of Bids.
- 3.3.3 All requests shall include the name of the material or equipment for which it is to be substituted, the location, and a complete description of the proposed substitute including model numbers, colors, textures, drawings, cuts, performance and test data and all other detailed information necessary for a complete evaluation.

A written statement setting forth all changes in other materials, equipment, or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included.

- 3.3.4 The burden of proof of the merit of the proposed substitution is upon the proposer. Incomplete product submittals that fail to demonstrate that the proposed substitution will meet the specified standards, colors, textures, actual samples, sufficient dimensions, quality, and strength of materials, and other standards specified will not be reviewed and will not be added to the list of prior approvals specified by addendum.
- 3.3.5 The Architect's decision of approval or disapproval of a proposed substitution shall be final.
- 3.3.6 The Architect reserves the right to reject products for which incomplete test data, samples, telephone numbers of users of products and information has been submitted. All test data and information shall meet or exceed standards specified. Manufacturers are responsible for submitting all information and all additional information requested by the Architect prior to the date specified in Article 3.3.2, above. Substitutions which require substantial revision of the Contract Documents will not be considered. The Architect reserves the right to reject materials and equipment proposed for this Project.
- 3.3.7 The Contractor shall have the option to use prior approved substitutions. No extra payment by Change Order will be approved for additional Work, materials, and equipment required to incorporate prior approved substitutions.

- 3.3.8 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in a written Addendum. Bidders shall not rely upon approvals made in any other manner.
- 3.3.9 The Architect reserves the right to reject materials and equipment at a later date after opening of bids if it is detected by the Architect that incomplete or false information was submitted prior to bidding.
- 3.4 ADDENDA
 - 3.4.1 Addenda will be transmitted to all known Bidders who have received a complete set of the Bidding Documents. In the event any Addendum modifying plans and specifications are issued within a period of seven (7) days prior to the time for the opening of the Bids or the time extended for opening of Bids, excluding Saturdays, Sundays and any legal holidays, then such Addendum shall be transmitted by a copy of the Addendum to all prime Bidders who have previously requested and received the Bidding Documents by one of the following methods: (1) facsimile transmission; (2) email; (3) other electronic means; or (4) hand delivery.
 - 3.4.2 All bidders who have received or who have reviewed Bidding Documents shall be responsible for verifying whether or not they have received all Addenda. Do not rely solely on mail delivery, printed journals, published reports, or other delivery or information systems to verify receiving all Addenda.
 - 3.4.3 All bidders shall be responsible for calling the Architect's Office within 72 hours prior to the date and time of opening of Bids to verify receipt of all Addenda issued by the Architect
 - 3.4.4 Copies of Addenda will be attempted to be made available for inspection wherever Bidding Documents are on file for that purpose, however, call the Architect to verify Addenda receipt
 - 3.4.5 Addenda shall not be issued within a period of seventy-two (72) hours prior to the time for the opening bids except an Addendum withdrawing the specified request for Bids, or one which includes postponement of the date for receipt of Bids. If it is necessary to issue an addendum within the seventy-two (72) hour period prior to date and time for receipt of bids, the receipt of such bids shall be extended a minimum of exactly seven (7) working days, but not more than twenty-one working days without the requirement of re- advertising. The Owner shall be consulted prior to issuance of such an addendum, and shall approve such issuance.
 - 3.4.6 All Bidders shall ascertain prior to submitting Bids that they have received all Addenda issued by the Architect, and all Bidders shall acknowledge said receipt in the space indicated on the Bid Form.
 - 3.4.7 Failure to acknowledge receipt of all Addenda issued for this Project in the space(s) specified on the Bid Form will render the proposal informal and will cause its rejection.
 - 3.4.8 All addenda shall become part of the Bidding Documents. All Bidders shall be bound by all Addenda whether or not received by said Bidders.
 - 3.4.9 The Owner shall have the right to extend the bid date by up to (30) days. Any such extensions shall be made by addendum issued by the Architect.

**ARTICLE 4
BIDDING PROCEDURE**

4.1 FORM AND STYLE OF BIDS

- 4.1.1 Bids shall be submitted on forms identical to the Bid Form included with the Bidding Documents, or as modified by Addenda. Legible copies of the Bid Form are acceptable.
- 4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
- 4.1.3 Unit Pricing is not utilized for this project. Do not complete or include the Unit Price Bid Form as part of the Bid Submittal Package.
- 4.1.4 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.
- 4.1.5 Interlineations, alterations, and erasures of the filled in information shall be initialed by the signer of the Bid, or his duly authorized representative.
- 4.1.6 Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the Proposal informal and will cause its rejection. If no change in the Base Bid is required by the Alternate, enter "No Change" for the Alternate(s), (if any).
- 4.1.7 The Bidder shall make no additional stipulations on the Bid Form nor qualify his Bid in any other manner.
- 4.1.8 The Bid Form shall include the legal name of Bidder. The Bid Form shall be signed by the person or persons legally authorized to bind the Bidder to the specified Contract. If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless Bidder has complied with La. R.S. 38:2212(A)(1)(c) or R.S. 38:2212(0).
- 4.1.9 On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under R. S. 37:2150-2163 and indicate his Louisiana Contractor's license number on the Bid Form and on the outside of the bid envelope.

4.2 BID SECURITY

- 4.2.1 No Bid will be considered or accepted unless the bid is accompanied by a bid security in an amount of not less than five percent (5%) of the Base Bid and all additive alternates. The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a bid bond (such as AIA Document A310-1970) written by a surety company licensed to do business in Louisiana, countersigned by a person who is under contract with the surety company or bond issuer as a licensed agent in Louisiana who is residing in Louisiana and accompanied by appropriate power of attorney and in favor of the Owner. The surety company shall be licensed to do business in the State of Louisiana listed in the Department of the Treasury Circular 570, latest revision. The Surety Company shall have an A.M. Best Company minimum rating with a minimum financial size in accordance with the General Conditions. No company, regardless of the size or financial rating, will be allowed to write its own bond.

- 4.2.2 Bid security furnished by the Bidder/Contractor shall guarantee that the Contractor shall, if awarded the Work according to the terms of his proposal, enter into the Contract and furnish the Performance and Payment Bond(s) and insurance as required by the Contract Documents, within ten (10) working days of notice of award of the contract and the contract is ready for his signature.
- 4.2.3 Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance, the amount of the bid security shall be forfeited to the Owner as liquidated damages not as penalty.
- 4.2.4 The Owner will have the right to retain the bid security of Bidders until either (a) the Contract has been executed and bonds and insurance have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
- 4.2.5 If the Bid Security attached to the bid form is a Bid Bond, then said Bid Bond shall be prepared as specified herein.
- 4.2.1 SUBMISSION OF BIDS
- 4.2.1 The Bid Form, bid security and, if applicable, signature authorization shall be enclosed and sealed in a bid envelope.
- 4.2.2 The bid envelope shall be addressed to the Owner, using the Owner's address specified on the Bid Form, and shall be identified on the outside of the bid envelope with the name of the Project, the name and address of the Bidder, and Louisiana Contractor's license number of the Bidder.
- 4.2.3 Sealed Bids will be received by RPSB until the time and date, and at the location specified.
- 4.2.4 Bidders submitting bids to the Owner's bid receipt location shall assume full responsibility for the timely delivery and Owner's receipt of bids at the specified location prior to the time and date specified for receipt of Bids.
- 4.2.5 Bids mailed and delivered by United States Mail, Express Mail, Priority Mail, UPS, Federal Express, and all other similar types of carrier delivery, shall have the specified sealed bid envelope, (with all of the required information enclosed on the inside and all of the required information written on the outside), enclosed In a separate mailing envelope with the notation "SEALED BID ENCLOSED" and the "Project Name" and "Bid Number" on the face thereof, with the Owner's name and mailing address as specified on the Bid Form.
- 4.2.6 Owner's receipt of a bid for any reason after the date and time stipulated, including but not limited to late delivery by carrier service, late mail, late hand delivery by anyone, leaving bid(s) with someone not specifically designated by the Owner to receive bid(s) prior to bid receipt, incorrect addresses, misunderstood information, misunderstood directions, or all other types of late delivery, and excuses shall disqualify the bid.
- 4.2.7 Thoroughly review Bid Form early to insure having all of the required information on time.
- 4.2.8 Bids received after the time and date specified for the receipt of bids will be returned unopened.
- 4.2.9 Oral, telephonic, "faxed", or electronic Bids or modifications to bids are invalid and will not receive consideration. The Owner will not consider notations written on the outside of the Bid Envelope which have the effect of the Bidder trying to amend the Bid.

- 4.2.10 If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a Corporate Resolution or other signature authorization shall be required for submission of the Bid. Failure to include a copy of the appropriate signature authorization, if required may result in the rejection of the Bid unless the Bidder has complied with La. R.S. 38:2212(A)(1)(c) or R.S. 38:2212(0).
- 4.3.1 MODIFICATION OR WITHDRAWAL OF BID
- 4.2.1 A bid may not be modified, withdrawn or cancelled by the Bidder after the time and bid date designated for the receipt of bids, and the Bidder so agrees in submitting his Bid, except in accordance with LA R.S. 2214(C) which states, in part, "Bids containing patently obvious, unintentional and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, materials or services made directly in the compilation of the bid, may be withdrawn by the Contractor if clear and convincing sworn, written evidence of such errors is furnished to the Owner within forty-eight (48) hours of the bid opening excluding Saturdays, Sundays and legal holidays".
- 4.2.2 Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.
- 4.2.3 Withdrawn bids prior to the time and date designated for receipt of bids may be changed, re-sealed, and resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders and all of the Bidding Documents.
- 4.2.4 Bid Security shall be in an amount sufficient for the Bid as modified or re-submitted.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 RECEIPT OF BIDS

- 5.1.1 All properly identified Bids received on time will be opened publicly and will be read aloud at the following location: **Rapides Parish School Board, 619 Sixth Street, Alexandria, LA 71301, (318) 487-0888**
- 5.1.2 Bids without Louisiana Contractor's license numbers on the bid envelopes may be opened and may be read aloud if it is thought that the proposed Project may be under \$50,000.00. Said Bids may be acceptable if the Bids are under \$50,000.00 and they meet all requirements of the Contract Documents.

5.2 REJECTION OF BIDS

- 5.2.1 The owner will have the right to reject any or all Bids for just cause and in particular to reject a Bid not accompanied by a required bid security or data or information required by the Bid Form or reject a Bid which is in any way incomplete, irregular, or not in compliance with the Bidding Documents.

5.3 ACCEPTANCE OF BID {AWARD}

- 5.3.1 The Owner will have the right to waive all informalities or irregularities in all Bid(s) received, and to accept the Bid(s) which, in the Owner's judgment, is in the Owner's own best interest. Determination of the low Bidder shall be on the basis of the sum of the Base Bid, and the Alternates accepted by the Owner, (if any).
- 5.3.2 The Owner reserves the right to accept or reject alternates which, in the Owners judgment, is in the Owner's own best interest.

- 5.3.3 If the Owner decides to accept one (1) or more Alternates. (if any), and if accepting certain Alternates determines a low bidder, Alternate(s) will be accepted in numerical order.
- 5.3.4 If the Owner decides to accept one (1) or more Alternates, (if any), and if accepting certain Alternates does not determine a low bidder, Alternate(s) may be accepted out of numerical order.
- 5.3.5 The Owner shall act within forty-five (45) calendar days of opening of the bids to award the contract. However, the deadline may be extended.
- 5.3.6 The apparent low bidder shall submit within ten (10) working days any requested items such as insurance certificates, non-collusion affidavit and other requested Items.

ARTICLE 6 POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

- 6.1.1 Upon request by the Architect or the Owner, the apparent low bidder may be required to submit properly executed AIA Document A 305, Contractor's Qualification Statements. In addition, any bidder may be required, at the discretion of the Owner, to furnish evidence satisfactory to the Owner that his proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the contract in a satisfactory manner.
- 6.2 At the Pre-Construction Conference, the contractor shall submit the following information to the Architect.
 - 6.2.1 A designation of the work to be performed by the Contractor with his own forces.
 - 6.2.2 A breakdown of the contract cost attributable to each item listed in the Schedule of Values Form. No payments will be made to the Contractor until this is received.
 - 6.2.3 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design). proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, suppliers and labor.
- 6.3 The apparent low bidder shall furnish a Non-Collusion Affidavit executed before a Notary Public in the form provided in the Bidding Documents to the effect that he has not colluded with and person, firm or corporation with regard to the bid submitted.

ARTICLE 7 PERFORMANCE AND PAYMENT BONDS

7.1 BOND REQUIREMENTS

- 7.1.1 The Contractor awarded the contract shall furnish and pay for a performance and payment bond written by a company licensed to do business in Louisiana, and shall be countersigned by a person who is contracted with the surety company or bond issuer as an agent of the company or issuer, in an amount equal to the 100% of the Contract amount to guarantee delivery of completed work under contract and payment for labor and materials. These bonds shall be written on AIA Document A312-2010. No company, regardless of size or financial rating, will be allowed to write its own bonds. The Surety Company shall have an A.M. Best Company minimum rating with a minimum financial size in accordance with the General Conditions. Bonds must be accompanied by letter stating bonding company's current rating for verification prior to acceptance by the Owner and execution of the formal Owner/Contractor agreement

7.2 TIME OF DELIVERY

- 7.2.1 The successful Bidder shall hand deliver the specified required bond(s) to the Owner prior to the Owner's signing of the Contract. The Bidder shall be responsible for picking up a copy of the Contract from the Architect and delivering same to the bonding agency, securing the required, signed bond(s) and delivering same to the Architect and Owner in a very timely manner.
- 7.2.2 The bond(s) shall be dated on the date of commencement of Work indicated In the Contract.
- 7.2.3 The Bidder shall require the Attorney-in-Fact who executes the required bond(s) on behalf of the surety to affix thereto a certified and current copy of his power of Attorney.
- 7.2.4 Original insurance certificates, signed In ink, indicating amounts of insurance required, Louisiana Workmen's Compensation and all other specified insurance shall be presented to the Owner with the bond(s). Copies of originals and "faxed" copies of certificates of insurance are not acceptable.
- 7.2.5 No actual physical on-site work shall begin prior to securing specified insurance and bonds.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

8.1 FORM TO BE USED

- 8.1.1 Unless otherwise specified, the form of the Contract to be used shall be AIA Document A101-2017, Standard Form of Agreement between Owner and Contractor, where the basis of payment is a Stipulated Sum as modified. The agreement form will be prepared by the Program Manager for the Owner and issued to the Contractor for execution and returned to the Owner for signature. Executed bonds and Insurance certificates must be submitted to the Owner by the Contractor within ten (10) days of the date of the Notice of Award.

8.2 AWARD

- 8.2.1 If awarded, the Contract will be let to the lowest responsible bidder whose base bid and any accepted alternates is within the project budget and is able to furnish satisfactory surety company bonds. Alternates, if accepted, shall be accepted in the order in which they are listed on the Bid Form. Should all bids exceed the project budget, award may be made at option of the Owner to the lowest responsible bidder whose base bid is within funds available.

ARTICLE 9 COMPLETION TIME AND LIQUIDATED DAMAGES

- 9.1 **COMPLETION TIME:** Time is of Essence and Completion of the Work shall be within the completion time stated below. The Bidder hereby fully agrees to commence the Work under this Contract on the date of the notice to proceed and to complete the Project no later than 270 calendar days from the date specified in the notice to proceed. The completion time includes all alternates should the Owner decide to accept alternates.
- 9.2 **LIQUIDATED DAMAGES:** The Bidder hereby further agrees to pay as Liquidated Damages the sum of seven hundred fifty dollars and no cents (\$750.00) per day for each consecutive calendar *day* which the Work is not complete beginning with the first day beyond the Completion Time stated above. Time is of the essence and completion of the Work shall be within the completion time stated above. The Owner will suffer financial loss and other losses if the Project is not Substantially Completed in the time set forth herein. The Contractor and his Surety shall be liable and shall pay to the Owner the sum specified herein as fixed, agreed, and liquidated damages for each consecutive calendar day, (Saturdays, Sundays, and all holidays included), of delay until the Work

is Substantially Completed in accordance with the definition specified In the General Conditions of the Contract for Construction. In addition, the bidder agrees to pay as additional liquidated damages a sum equal to the liquidated damages stated above for each consecutive calendar day in which the work indicated in the "punch list" is not completed beginning with the forty sixth day following the date, approved by the owner, as the date of substantial completion.

ARTICLE 10 ENVIRONMENTAL CONSIDERATIONS

10.1 Inspection and Testing for Asbestos Content of Building Materials:

NOTICE!

Building materials which are scheduled to be incorporated into the work under the agreement shall first either be certified by the Manufacturer to be asbestos free or be inspected and tested by accredited parties and certified to be free of asbestos content in accordance with by EPA, AHERA, and 1982 School Rules.

"Asbestos" means the Asbestiform varieties of: Chrysotile (Serpentine), Crocidolite (Riebecrite), Ammosite (cummingtonitegrunerlte), Anthophyllite, Tremolite and Actinolite.

Materials shall not be incorporated into the work prior to the receipt of **either** manufacturer certification or accredited laboratory test results indicating the building material is asbestos free. Copies of the test reports shall be furnished to the Owner and the Architect

The Owner reserves the right to inspect and take samples at random at the job site. Materials containing asbestos shall be removed immediately at the Contractor's expense using current EPA protocol for the removal of asbestos containing materials.

ARTICLE 11 INSURANCE REQUIREMENTS

Insurance Requirements for Vendor/Contractors: Vendor/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 Vendor/Contractor, his agents, representatives or employees. Certificates of Coverage shall be received and approved by RPSB before work commences.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

- a. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
- b. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025, or current CA 0001 12/90, code 1 "any auto".
- c. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

Minimum Limits of Insurance: Vendor/contractor shall maintain limits no less than:

- a. Commercial General Liability: \$1,000,000 for projects up to \$1,000,000 and \$3,000,000 for projects over \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The aggregate loss limit applies to each project, or a copy of ISO form CG 2503 (Edition 1185) shall be submitted.
- b. Automobile Liability: \$300,000 combined single limit per accident, for bodily injury and property damage.

- c. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Statutory Employers Liability limits. Exception: Employers' liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.
- d. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by RPSB. At the option of RPSB, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Board, its officers, officials, employees and volunteers; or the vendor/contractor shall procure a bond guaranteeing payment: of losses and related investigating, claim administration and defense expenses.

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

General Liability and Automobile Liability Coverage

- a. The Public Entity, 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 vendor/contractor; products and completed operations of the vendor/contractor, premises owned, occupied or used by the vendor/contractor, only to the extent of damages directly caused by the negligence of the vendor/contractor. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the Board.
- b. The vendor/contractor insurance coverage shall be primary insurance as respects the Board, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Board, its officers, officials, employees or volunteers with respect to liability arising out of operations performed for them by or on behalf of the vendor/contractor, but only to the extent of damage directly caused by the negligence of the vendor/contractor, shall be excess of the vendor/contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Public Entity, its officers, officials, employees, Boards and Commissions or volunteers.
- d. The vendor/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.

Workers' Compensation and Employers Liability Coverage The insurer shall agree to waive all rights of subrogation against the Board, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the Board.

All Coverage 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 RPSB.

Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than "A". This requirement will be waived for workers' compensation coverage only for those vendor/contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool or the Louisiana Workers Compensation Corporation.

Verification of Coverage: Vendor/Contractor shall furnish RPSB 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 are to be on forms as specified herein and are to be received and approved by RPSB before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors Insurance: Shall be named as additional insured on primary vendor/contractors Certificate of Insurance or provide same as required of general vendor/contractor naming RPSB as additional insured.

Indemnification and Limit of Liability

Neither party shall be liable for any delay or failure in the performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this agreement.

Vendor/Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless RPSB from suits, actions, damages and costs of every name and

description relating to personal injury and damage to real or personal tangible property caused by Vendor/Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however that the Vendor/Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of RPSB.

Vendor/Contractor will indemnify, defend and hold RPSB harmless, without limitation, from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities and costs which may be finally assessed against RPSB in any action for infringement of a United States Letter Patent with respects to the products, materials or services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that RPSB shall give the Vendor/Contractor: (1.) prompt written notice of any action, claim or threat of infringement suit, or other suit, (2.) the opportunity to take over, settle or defend such action, claim or suit at Vendor/Contractor's sole expense, and (3.) assistance in the defense of any such action at the expense of the Vendor/Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, RPSB may require Vendor/Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Vendor/Contractor believes that it may be enjoined, Vendor/Contractor shall have the right, at its own expense and sole discretion as RPSB's exclusive remedy to take action in the following order of precedence: (1.) to procure for RPSB the right to continue using the item(s) or part(s) thereof, as applicable; (2.) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; (3.) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (4.) if none of the foregoing is commercially reasonable, then provide monetary compensation to RPSB up to the dollar amount of the Contract.

For all other claims against the Vendor/Contractor where liability is not otherwise set forth in the agreement as being "without limitation", and regardless of the basis on which the claim is made, Vendor/Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charge for products, materials, or services rendered by the Vendor/Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Vendor/Contractor is required to back-up the data or records as part of the work plan), even if the party shall be liable for lost profits, lost revenue or lost institutional operating savings.

RPSB may, in addition to other remedies available to them at law or equity and upon notice to the Vendor/Contractor, retain such monies from amounts due Vendor/Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like.



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

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

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

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

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

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

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

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

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

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: MR. JEFF POWELL, SUPERINTENDENT
RAPIDES PARISH SCHOOL BOARD
P.O. BOX 7117 / 619 SIXTH ST.
ALEXANDRIA, LA 71306
(Owner to provide name and address of owner)

BID FOR: RPSB BID #52-26-01, YWA JOB #2025-02
Improvements to J. I. Barron Elementary
School, Pineville, Louisiana
(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Yeager, Watson & Associates, LLC and dated: September 2025.
(Owner to provide name of entity preparing bidding documents.)

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

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

_____ Dollars (\$ _____)

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

Alternate No. 1 *(Not Applicable)* for the lump sum of:

_____ Dollars (\$ _____ Not Applicable _____)

Alternate No. 2 *(Not Applicable)* for the lump sum of:

_____ Dollars (\$ _____ Not Applicable _____)

Alternate No. 3 *(Not Applicable)* for the lump sum of:

_____ Dollars (\$ _____ Not Applicable _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

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

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

ATTESTATION CLAUSE

In accordance with La. R.S. 38:2227, **low bidder** on this project must submit the completed Attestation Clause (Past Criminal Convictions of Bidders) form found with this bid package. The Attestation Clause form shall be RECEIVED by the Owner within 10 days after the bid opening. **The Attestation Clause form is Not to be included with the bid form** and is to be submitted in a separate envelope and should be identified on the envelope with the name of the bidder, the project on which he is bidding, and the words ATTESTATION CLAUSE. Forms may be sent via US Mail, express mail, or hand delivered to:

Rapides Parish School Board
P.O. Box 7117 /619 Sixth St.
Alexandria, LA 71306

**Name of Project: #2025-02 Improvements to J.I. Barron Elementary School
RPSB Bid #52-26-01**

STATE OF _____

PARISH OF _____

ATTESTATIONS AFFIDAVIT

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

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

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

- Public bribery (R.S. 14:118)
- Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S.14:66)
- (d) Money laundering (R.S. 14:23)

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

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S.14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S.14:202)
- (i) Malfeasance in office (R.S.14:134)

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

A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all hires in the state of Louisiana are legal citizens of the United States or are legal aliens.

B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

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

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

Sworn to and subscribed before me by Affiant on the _____ day of _____, 20 ____

Notary Public

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF LOUISIANA

PARISH OF _____

_____ being first duly sworn, deposes and says that:

He/She is the _____ of _____,
the Bidder that has submitted the attached Bid;

He/She is fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties
in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with
another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached
Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or
indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to
fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid
price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful
agreement any advantage against the Rapides Parish School Board or any person interested in the proposed Contract;
and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,
conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners,
employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

SUBSCRIBED AND SWORN to me this the _____ day of _____, 20____,

by _____

NOTARY PUBLIC

Printed Name: _____

My Commission Expires: _____

AFFIDAVIT - CONTRACTOR

STATE OF _____

PARISH OF _____

This _____ day of _____, 20____, personally came and appeared before me, the undersigned Notary Public, duly commissioned and qualified within and for the Parish of _____, State of _____, represented herein by _____, who after being by me duly sworn did depose and say that he/she has been selected as Contractor for the Improvements to J.I. Barron Elementary School, for the Rapides Parish School Board and that he does hereby certify in compliance with L.R.S. 38:2224, that he has employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the contract for the above mentioned public project, other than persons regularly employed by him whose services in connection with the construction of said public project or in securing the contract for same were in the regular course of their duties for him; and, that no part of the contract price received, or to be received by him, was paid or will be paid to any person, corporation, firm, association or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of said public project were in the regular course of their duties for him.

APPEARER FURTHER DECLARES that he will, in all respects, comply with the public contract laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes, and particularly Section 2224 of said Title 38 of the Louisiana Revised Statutes.

WITNESSES:

CONTRACTORS

BY: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Job #2025-02 Improvements to J.I. Barron Elementary School, Pineville, LA
71360
RPSB BID #52-26-01

THE OWNER:

(Name, legal status and address)

Rapides Parish School Board
P.O. Box 7117/619 Sixth Street
Alexandria, LA 71306

THE ARCHITECT:

(Name, legal status and address)

Yeager, Watson & Associates, LLC
118 S. Trenton St.
Ruston, LA 71270

TABLE OF ARTICLES

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 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. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

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

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, 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 or designated portion thereof is substantially complete. 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 or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, 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 Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, 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 a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The following supplements modify the "General Conditions of the Contract for Construction", AIA Document A201, Sixteenth Edition, 2017. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 Delete the last sentence of Subparagraph 1.1.1.

Add Subparagraph 1.1.8 to 1.1 as follows:

1.1.9 Further definitions are included in SECTION 014100 – REGULATORY REQUIREMENTS of the Project Manual.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Subparagraphs 1.2.4 through 1.2.9 to 1.2:

- 1.2.4 Should the Contractor fail to request interpretations of questionable items in the contract documents prior to executing the work, neither the Owner nor the Architect will thereafter entertain an excuse for failing to execute the work in a satisfactory manner.
- 1.2.5 Where a discrepancy or inconsistency appears to exist between any of the Contract Documents regarding quantity or quality, or both, of labor and materials to be furnished for the work, the greater quantity and higher quality shall govern and will be presumed to be included in the Contract Sum
- 1.2.6 Where a given material is indicated on any of the Drawings, it is intended that such material be used throughout the length and height of walls, partitions, spandrels, panels, window, lights areas, etc., or in the assembly detail in which it occurs, for other similar locations throughout the building or project, unless another material is indicated.
- 1.2.7 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.
- 1.2.8 Test boring or soil test information included with the Contract Documents or otherwise made accessible to the Contractor, was obtained by the Owner for use by the Architect in the design of the building. The Owner does not warrant such information to the Contractor as an accurate or approximate indication of sub-surface conditions, and no claims for extra cost or extension of time resulting from a reliance by the Contractor on such information shall be allowed except as provided in subparagraph 4.3.6.
- 1.2.9 It is the intent of the Contract Documents that all systems and assemblies be complete, whole and functioning. Any omission from the plans or specifications or misdescriptions of details of work which are evidently necessary to carry out the intent or which are customarily performed, shall not relieve the Contractor from performing such omissions and details of work necessary to complete all portions of the Work.

ARTICLE 2 - OWNER

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.1 Add the following language to the end of Subparagraph 2.3.1:

; provided, however, that any approvals, easements, assessments and charges required in connection with Contractor's Construction means, methods, techniques, sequences or procedures are solely the responsibility of Contractor, regardless of the availability of any other construction means, methods, techniques, sequences, or procedures.

2.3.6 Delete Subparagraph 2.3.6 and substitute the following:

The Contractor will be furnished, free of charge, up to fifteen (15) copies of the Drawings and Project Manual. Any additional copies will be furnished at the cost of reproduction, postage and handling.

ARTICLE 3 - CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following to the end of Subparagraph 3.2.1:

The Contractor represents and warrants that its investigation of the site was performed in detail and was sufficient to disclose the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. The Owner assumes no responsibility or reliability for the physical condition or safety of the Project site or any improvements located on the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any subcontractor to comply with the requirements of this Subparagraph 3.2.1.

Add the following to the end of Subparagraph 3.2.2:

Field verification of dimensions on Drawings is specifically directed and required of the Contractor as a matter of course, since locations, distances and elevations will be governed by actual field conditions. Contractor shall review plans, site plans and details of construction indicated on the Drawings, and adjust his work to conform to all conditions indicated therein or reasonably inferable therefrom. Any changes are subject to review by the Architect.

Add the following Subparagraph 3.2.5 to 3.2:

3.2.5 The mechanical and electrical drawings are diagrammatic only, and are not intended to show the exact physical locations or configurations of work. Such work shall be installed to clear all obstructions, permit proper clearances for the work of other trades, and present an orderly appearance where exposed. Exact locations of fixtures and outlets, and of all other devices visible in finished spaces, shall be obtained from the Architect before the work is roughed in; work installed without such information from the Architect shall be relocated at the Contractor's expense.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Subparagraph 3.3.4 and 3.3.5 to 3.3:

- 3.3.4 The Contractor is the coordinator and expeditor of the total construction process and all of its parts, in accordance with the Agreement. The Contractor shall provide sufficient supervisory staff in the field to enable efficient and expeditious handling of these matters. There shall be a Project Manager assigned by the Contractor in his home office, as well as the field staff. The Project Manager shall attend each Progress Meeting.
- 3.3.5 The Contractor shall take all precautions necessary to prevent loss or damage cause by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner, forming part of the Work, located within those areas of the Project to which the Contractor has access. The Contractor shall have full responsibility for the security of such property of the Owner for any such loss, damage, or injury, except such as may be directly caused by agents or employees of the Owner.

3.4 LABOR AND MATERIALS

Add the following Subparagraphs 3.4.4 through 3.4.6 to 3.4:

- 3.4.4 The Contractor may furnish equal brand products or equipment other than those specified in the Contract Documents, provided the Contractor submitted for prior approval a particular product other than a product specified in the Contract Documents no later than ten (10) calendar days prior to the date for the opening of the bids and the Architect issued an addendum providing approval of the product or equipment submitted. The name of a certain brand, make, manufacturer or definite specification is to denote the quality standard of the article desired; sets forth the general style, type, character; and is regarded merely as a standard. However, a Contractor must furnish the certain brand or particular brand set forth in the Contract Documents or a product approved prior to the bid opening.
- 3.4.5 The term "or approved equal" is not necessarily limited to the physical or technical properties of the product or material but encompasses the finish, color, texture and other pertinent qualities in like regard. Failure to satisfy in any one respect may result in rejection of substitute products.
- 3.4.6 Any additional cost, or any loss or damage arising from the substitution of any product, material or equipment for those originally specified, including costs of changes of all other work affected by the substitution, shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner or the Architect.

3.5 WARRANTY

Add the following Subparagraphs 3.5.3 through 3.5.6 to 3.5:

- 3.5.3 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Architect may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified experts, or other evidence which in the opinion of the Architect, would lead to reasonable certainty that any material used, or proposed to be used in the Work, meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's expense. This provision shall not require the Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor's expense.
- 3.5.4 In all cases in which a manufacturer's name, trade name or other propriety designation is used in connection with materials or articles to be furnished under this Contract, whether or not the phrase "or equal" is used after such name, the Contractor shall furnish the product of the named manufacturer(s) without substitution, unless a written request for a substitute has been submitted by the Contractor and approved in writing by the Architect as provided in Subparagraph 3.4.4.

3.5.5 The warranty provided in this paragraph 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

3.5.6 The Contractor shall comply with and furnish any and all guarantees referred to in respective Specifications Sections. As a condition precedent to his right of final payment, Contractor shall deliver to the Owner a minimum of two copies of all manufacturer's guarantees, operational manuals and instructions, service contracts and other guarantees as required, the Contractor shall require each Subcontractor to execute a satisfactory written guarantee in which the Contractor and the Owner are named as beneficiaries.

3.6 TAXES

Add the following Subparagraph 3.6.1 to 3.6:

3.6.1 The Contractor shall include all city, state, and federal taxes and sales taxes in his bid except when exempted as an Agent of Governmental Entity by Louisiana Department of Revenue Form LDR1020. Contractor and Subcontractor shall pay their contributions measured by wages of their employees required by any state or federal law.

3.7 PERMITS, FEES AND NOTICES AND COMPLIANCE WITH LAWS

Delete Subparagraph 3.7.1 and substitute the following:

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. In addition, the Contractor shall secure certificates of inspection, use, occupancy, permits and licenses with all such certifications to be delivered when the Contractor considers the Work substantially complete under paragraph 9.8 hereof in order to allow the Owner to accept the Project upon substantial completion as provided for in Louisiana Revised Statutes 38:2241.1.

3.7.4 In Subparagraph 3.7.4 in the first sentence delete the words "in no event later than 14 days" and in their place substitute the words "in no event later than 72 hours."

Add the following language to Subparagraph 3.7.4:

No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project.

Add the following Subparagraph 3.7.6 to 3.7:

3.7.6 The Contractor must be fully qualified under any state or local licensing law for contractors in effect at the time and at the location of the Work before submitting his bid. Only the bids of contractors and subcontractors duly licensed under Louisiana Revised Statutes 37:2151 et seq. will be considered if licensing is required by law. The Contractor shall be responsible for determining that all of his subcontractors are duly licensed in accordance with the law.

3.9 SUPERINTENDENT

Add the following sentence at the end of Subparagraph 3.9.1:

"During performance of the Work" means, any time Contractor's or subcontractor's personnel are present at the jobsite. Important communications shall be confirmed in writing; other communications shall be similarly confirmed on a written request in each case.

Delete the last sentence of Subparagraph 3.9.3 and substitute the following:

The Contractor agrees not to remove this Superintendent during the execution of the Agreement except for reasons acceptable to the Owner and the Architect.

Add the following Subparagraph 3.9.4 and to 3.9:

- 3.9.4 The Contractor shall retain a competent registered professional engineer or registered land surveyor, acceptable to the Architect, who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated work. This is not intended to require full-time engineering or surveying work.

Add the following Subparagraph 3.9.5 to 3.9:

- 3.9.5 The Contractor shall establish benchmarks in not less than two widely separated places. As the work progresses, the Contractor shall establish benchmarks and axis lines at each floor, giving exact elevations of various levels.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Add the following sentence to 3.10.1:

Failure of the Work to proceed in any sequence scheduled by Contractor shall not serve as the basis for a Claim for additional compensation or time.

3.12 SHOP DRAWINGS PRODUCT DATA AND SAMPLES

Add the following Subparagraph 3.12.11 to 3.12:

- 3.12.11 Any shop or setting drawing received by Architect that indicates insufficient study of Drawings and Specifications, illegible portions, or gross errors, will be rejected outright and will require that the Contractor resubmit such drawing in a manner consistent with the information contained in the Contract Documents. Such rejections, if any, shall not constitute an acceptable reason for granting Contractor additional time to perform the work involved. The Architect's action on shop drawings is a review only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the site, for information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction, and for coordination of the work of all trades. All shop drawings require the Contractor's approval stamp before submission to the Architect, and before use for fabrication, erection, or construction.

3.13 USE OF SITE

Delete Subparagraph 3.13 and substitute the following:

- 3.13.1 The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times the property of the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. That Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, the work limit line (property line) as shown on Site Plan, and areas made available by the Owner, and shall not unreasonably encumber the premises with his materials.

Add the following Subparagraph 3.13.2 to 3.13:

3.13.2 The Contractor shall repair at his own expense any damage from operations under his jurisdiction caused to Owner's property and facilities in the Contract work area and in access routes thereto.

3.14 CUTTING AND PATCHING

Add the following Subparagraph 3.14.3 to 3.14:

3.14.3 Specification Sections may include cutting, patching and digging for that trade section, as required for proper accommodation of all work of other trades. This, however, does not relieve the General Contractor from responsibility stated in paragraph 3.14.1 of the General Conditions.

3.15 CLEANING UP

Add the following Subparagraph 3.15.3 to 3.15:

3.15.3 The Contractor shall replace all broken glass or mirrors and remove all marks, undesirable stains, fingerprints, other soil, dust, dirt from painted, decorated, or stained woodwork, gypsum board, plaster, metal, and equipment surfaces; remove spots, paint and soil from resilient floor, wall covering, masonry, and ceramic tile work; remove temporary floor protections; clean, wash or otherwise treat surfaces, including doors and window frames, and hardware required to have a polished finish, free of oil, stains, dust, dirt, paint, and without fingerprints or blemishes. All non-carpeted floors are to be buffed. Also, the Contractor is to clean the premises including walks, drives, grounds, finished surfaces, fences and graded areas.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

Delete Subparagraph 3.17.1 and in its place add the following:

The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation of the Work of any invention, design, process, product or device which is the subject of patent rights, copy rights, trade secrets or proprietary information held by others. Contractor shall indemnify and hold harmless Owner and Architect and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses, including attorneys' fees and court and arbitration costs, arising out of any infringement of patent rights, copy rights, trade secrets or proprietary information incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device and shall defend all such claims in connection with any alleged infringement of such rights. This indemnification obligation is not limited to but in addition to the insurance obligations of the performance bond required in connection with this Agreement.

ARTICLE 4 - ARCHITECT

4.2 ADMINISTRATION OF THE CONTRACT

Add the following to Subparagraph 4.2.4:

The Owner shall not provide any explanation or interpretation of the CONTRACT DOCUMENTS.

4.2.4 COMMUNICATIONS

4.2.10 Modify Subparagraph 4.2.10 by deleting the second sentence.

4.2.11 Add the following to Subparagraph 4.2.11 as follows:

If no agreement is made concerning the time within which interpretations required by the Architect

shall be furnished in compliance with this Paragraph 4.2, then the Architect shall be required to furnish such interpretations within fifteen (15) days after written request is made for an interpretation.

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:

Prior to signing the Agreement and Bonds, the Contractor shall furnish to the Owner and Architect, in writing, the names of the persons or entities, including those who furnish materials or equipment, proposed for each of the portions of the Work. The Owner shall have the right to review, and approve or reject any subcontractor or supplier on the Contractor's list. Any adjustment in the Bid Price required by rejection of a subcontractor or supplier by the Owner will be negotiated, and the Contract Price shall be adjusted accordingly.

ARTICLE 7 - CHANGES IN THE WORK

7.1 GENERAL

Add the following Subparagraph 7.1.4 to 7.1.

7.1.4 Any change shall be negotiated in the best interest of the Owner or let out for public bid. When the change is negotiated, the change order in accordance with Louisiana Revised Statutes 38:2212 A.(2), shall be fully documented and itemized as to the Contractor's cost, Subcontractor's cost, including each material quantities, each material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. When unit prices are contained in the initial Agreement, no deviations shall be allowed in computing negotiated changes.

7.2 CHANGE ORDERS

Add the following Subparagraph 7.2.2 to 7.2:

7.2.2 Agreement on any change order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Applications for Payment.

7.3 CONSTRUCTION CHANGE DIRECTIVES

Change Clause 7.3.3.3 as follows:

7.3.3.3 cost to be determined in a manner agreed upon by the parties and the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, up to Fifteen (15%) percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, up to Ten (10%) percent of the amount due the Subcontractor.

- .3 For each Subcontractor involved, for Work performed by the Subcontractor's own forces, up to Fifteen (15%) percent of the cost.
- .4 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.4.
- .5 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accomplished by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change for more than \$500.00 be approved without such itemization.

Add the following Clause 7.3.3.5 to Subparagraph 7.3.3:

7.3.3.5 The credit to the Owner resulting from a change in the Work shall be the sum of:

- .1 Contractor's material and labor cost.
- .2 Subcontractor's and/or Sub-subcontractor's material and labor cost.
Credit will not be required for overhead and profit.

Add the following to the end of Subparagraph 7.3.8:

Any credit to the Owner shall be the sum of the materials and labor costs and sub-contract costs. The Owner shall not be due any credit for overhead and profit.

7.3.9 Delete this Subparagraph in its entirety.

7.3.10 Renumber this Subparagraph as 7.3.9

Add the following Subparagraph 7.3.10 to 7.3:

7.3.10 In any Change Order, no allowance or itemization of costs shall be allowed for 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; overhead and general expenses of any kind not included above in cost of the work; cost of supervision not specifically required by the Change Order; and costs due to negligence, including but not limited to correction of defective or nonconforming work.

7.4 MINOR CHANGES IN THE WORK

Add the following to the end of Subparagraph 7.4.:

If the Contractor claims that any verbal instruction involves an adjustment, in the Contract Sum, the Contractor shall give written notice to the Architect prior to proceeding to execute such work. The Contractor shall receive a written order before proceeding with such work. No claims for additional costs involving verbal instructions shall be allowed unless so made.

ARTICLE 8 - TIME

8.1 DEFINITIONS

Delete Subparagraph 8.1.2 and substitute the following:

- 8.1.2 A Notice to Proceed shall designate a Date for Commencement of the Contract time established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible. The Notice to Proceed shall be issued by the Architect when directed by the Owner and not more than thirty (30) days after the signing of the Agreement by the Owner, Contractor and the Contractor's Surety.

8.2 PROGRESS AND COMPLETION

Add the following to the end of Subparagraph 8.2.2:

The date of commencement of the Work shall not be changed by the effective date of such insurance.

8.3 DELAYS AND EXTENSION OF TIME

- 8.3.1 After the words "shall be extended" in the sixth line, delete all remaining words and substitute the following:

to the extent such delay prevents the Contractor from achieving substantial completion within the Contract Time and if performance of the Work is not, was not or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused or could not have been anticipated by the Contractor, (2) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, and (3) is of a duration not less than one (1) day.

Add the following Subparagraph 8.3.4 to 8.3:

- 8.3.4 An extension of Contract Time, to the extent allowed under Paragraph 8.3 shall be the sole remedy of the Contractor for any (1) delay in the commencement of the Work, (2) hinderance or obstruction in the performance of the Work, (3) loss of productivity, unless a delay is caused by acts of the Owner which interfere with the Contractor's performance of the Work and only to the extent that such acts continue after the Contractor furnishes the Owner and Architect with written notice of such interference. In no event shall the Contractor be entitled any indirect cost, consequential damages, lost opportunity cost, impact damages or other similar claims. The Owner's exercise of any of its rights or remedies under the Contract Documents such as ordering changes in the Work, suspension, or correction of the Work, shall not be construed as an act of interference with the Contractor's performance of the Work.

Add the following paragraph 8.4 to Article 8:

8.4 LIQUIDATED DAMAGES

- 8.4.1 Time is of the essence in completing the Work, and, in the event of delay on the part of the Contractor in completing the Work as specified beyond the date set forth in the Contract Documents as adjusted by Change Orders, it is distinctly understood and agreed that a deduction shall be made from the Contract Sum at a rate as stated in the Bid Proposal Form for each and every day of delay until the Work is substantially complete. This is not a penalty but agreed upon liquidated damages for delay. In addition, the Contractor agrees to pay any compensation for the Architect's services and expenses made necessary due to the delay. Said amounts for the liquidated damages and for the Architect's compensation shall be deducted from the Contract Sum by Change Orders. The calculations shall be for each and every calendar day exclusive of the day within which completion was required and up to and including the date of completion of the Work as determined by the Architect and Owner. The expiration of the time stipulated without the work having been completed shall in itself constitute

a default without the necessity of any notice being given to the Contractor or its Surety. The Contractor and its Surety agree that the above-mentioned sums shall be deducted from the Contract Sum by means of a written adjustment executed by the Owner without the Contractor's signature.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

Delete Subparagraph 9.1.2

9.3 APPLICATIONS FOR PAYMENT

Delete Subparagraph 9.3.1 and substitute the following:

9.3.1 Monthly, the Contractor shall submit to the Architect an itemized Application and Certificate for Payment, AIA Document G702-G703, notarized, supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers and shall reflect retainage. Applications for Payment shall be submitted on or about the first of each month for the value of labor and materials incorporated in the Work and of materials stored at the site as of the twenty-fifth day of the preceding month, less normal retainage of five percent (5%) on contracts over \$500,000; ten percent (10%) on projects under \$500,000. Such Applications may not include requests for payments of amounts the Contractor does not intend to pay a Subcontractor or Material Supplier because of a dispute or other reason.

Delete Clause 9.3.1.1 and substitute the following:

9.3.1.1 Until Substantial Completion, the Owner will pay 95 percent (on project contracts over \$500,000); 90 percent (on project contracts under \$500,000) of the amount due the Contractor on account of progress payments based on the total construction contract cost including all executed change orders.

Add the following to the end of Subparagraph 9.3.2:

9.3.2 Off site materials shall be fully insured. Contractor shall provide a bill of sale for all off-site storage at the time he submits an application for payment.

Add new Subparagraph 9.3.4 as follows:

9.3.4 Contractor further expressly undertakes to defend the Owner and hold it harmless, at the Contractor's sole expense including attorney's fees, against any actions, lawsuits, or proceedings brought against the Owner as a result of any claim or lien filed against the Contract funds, the Work, the site of any of the Work, the Project site and any improvements thereon, or payments due the Contractor. The Contractor hereby agrees to indemnify and hold Owner harmless against any claim or lien and agrees to pay any judgment or claim or lien resulting from any such actions, lawsuits or proceedings, including attorney's fees and interest.

Add the following Subparagraph 9.3.5 as follows:

9.3.5 The Owner shall release any funds withheld due to a lien or affidavit of a claim if the Contractor

obtains security acceptable to the Owner or a lien bond is provided by the Contractor which is (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner and the Clerk of Court and (3) an amount of not less than 125% of such lien claim or affidavit of claim. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or other obligations under Paragraph 9.3, including, without limitation, the duty to defend and indemnify the Owner. The cost of any premiums incurred in connection with any such bonds and securities shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

Add the following Subparagraph 9.3.6 as follows:

9.3.6 Applications for Payment shall comply with DIVISION 012900 – PAYMENT PROCEDURES in Project Manual.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1.7 Delete the word “repeated”.

Add the following Clauses 9.5.1.8, through 9.5.1.13 to 9.5.1:

9.5.1.8 Completed Work has been damaged which requires correction or replacement;

9.5.1.9 Correction of defective Work by Owner or completion of the Work by the Owner;

9.5.1.10 Belief or knowledge by the Architect of an occurrence of an event justifying termination for cause;

9.5.1.11 Failure to complete the punch list within 45 day lien period;

9.5.1.12 125% of the amount of any claim or lien that have been filed in the Mortgage Records for the Parish in which the project is located in connection with the Work or notice thereof; or

9.5.1.13 Other items such as liquidated damages entitling the Owner to withhold or set-off against the Contract Sum.

9.6 PROGRESS PAYMENTS

9.6.2 Delete the phrase: “no later than seven days” from the first sentence. At the end of the second sentence add the following:

La. R.S. 9:2784 (A) and (C) require a Contractor or Subcontractor to make payment due to each Subcontractor and supplier within fourteen (14) consecutive days of the receipt of payment from the Owner. If not paid, a penalty in the amount of ½ of 1% per day is due, up to a maximum of 15% from the expiration date until paid. The Contractor or Subcontractor, whichever is applicable, is solely responsible for payment of a penalty.

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

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

Add the following Subparagraph 9.6.9 to 9.6:

- 9.6.9 Payments other than the final payment shall not exceed ninety-five (95%) percent of the value of the labor and materials incorporated into the project or safely stored at the job site. Unless otherwise stipulated in the Agreement, evaluation is to be based upon the schedule of values and the progress of the work.

9.7 FAILURE OF PAYMENT

Delete Clause 9.7 in its entirety.

9.8 SUBSTANTIAL COMPLETION

Delete Subparagraph 9.8.1 and substitute the following:

- 9.8.1 Substantial Completion is the finishing of the Work and construction, in accordance with the Contract Documents, as modified by any changes agreed to by the Owner and Contractor, to the extent that the Owner can use or occupy the Work for the use for which it was intended and the Contractor has delivered to the Architect all of the inspection, use, occupancy, permits and licenses from the local regulatory authorities and a Certificate of Completion from the Louisiana Department of Public Safety, Office of State Fire Marshal. Upon the recommendation of the Architect to the Owner that the Project is complete or substantially complete, the Owner may approve the Certificate of Substantial Completion and direct its recordation in the Mortgage Records of the parish in which the project is located. The time for running of all warranties and the Correction Period shall begin on the date established by the Architect that Project is substantially complete.

Add the following Subparagraph 9.8.6 to 9.8:

- 9.8.6 The Certificate of Substantial Completion from the Architect shall include the list of minor corrective items (punch list) to be completed by the Contractor together with the estimated cost of completing such minor corrective items. In addition, the Certificate of Substantial Completion shall designate that the Contractor will complete the list of minor corrective items within forty-five (45) days of the date of the Certificate. In addition to the retainage, the Owner may withhold a sum equal to One Hundred Twenty-five percent (125%) of the estimated costs for completing the minor corrective items (Punch list). If all punch list items have not been completed by the end of the 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 in default, the surety shall be notified. If within 30 days after notification, the surety has not taken reasonable steps to complete the punch list, the Owner may, at its option, contract to have the balance of the Work completed, and pay for such work with the unpaid funds remaining in the Contract Sum. Any and all additional Architect fees resulting from any default of the Contractor or surety shall be paid by the Owner and deducted from the remaining funds in the Contract Sum.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add to Subparagraph 9.10.1 the following:

The Contractor shall submit with the final Application for Payment, a certificate from the Recorder of Mortgages for the parish in which the project is located which shall be dated at least forty-six (46) days subsequent to the date of recordation in the same office of the acceptance of substantial completion by the Owner. The Certificate shall be to the effect that no liens or claims for labor or materials have been recorded against the Project. The Contractor shall also submit an executed

AIA Document G707, Consent of Surety Company to Final Payment, with the final application for payment. If the Architect does not find the work listed on the punch list acceptable under the Contract Documents, he shall make one additional inspection to determine if a final payment is authorized. If the Work is still not acceptable, the Architect shall be paid his hourly rates for his time and his consultants at the project site for each subsequent additional inspection or visit, which compensation shall be withheld from the unpaid funds remaining in the Contract Sum. The payment shall be made by the Owner and deducted from the remaining funds of the Contract Sum.

Add to Subparagraph 9.10.2 the following at the end of the first sentence:

(6) A Certificate from the Clerk of Court for the parish in which the project is located which shall be dated at least forty-six (46) days subsequent to the date of recordation in the same office of the acceptance of substantial completion of the Owner and to the effect that no liens or claims for labor or materials have been recorded against the Project, (7) all warranties and guarantees required under or pursuant to the Contract Documents, which shall be submitted by the Architect to the Owner for acceptance as part of the final Application for Payment, (8) written confirmation of one year correction period, (9) all operation manuals and training of Owner's staff in the operation of mechanical, electrical, heating and air conditioning systems, and (10) current as built prints and other documents.

Add the following Paragraph 9.11 to Article 9:

9.11 LIQUIDATED DAMAGES

9.11.1 The Contractor and the Contractor's Surety, if any, shall be liable for and shall pay to the Owner liquidated damages as stipulated in Subparagraph 8.4.1 for each calendar day of delay until the Work is determined to be complete by the Architect and Owner. Further, the Contractor and Contractor's Surety shall be liable for and shall pay to the Owner the compensation for the Architect stipulated in Subparagraph 8.4.1.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Subparagraph 10.1.2 to 10.1:

10.1.2 Any fines levied against the Owner due to the Contractor's (or his subcontractor's) failure to comply with OSHA standards or other Federal, State, and local regulations shall be paid by the Contractor.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following to Subparagraph 10.2.8 :

Calculating Claim: In calculating the amount of any Claim the following standards will apply:

- .1 No indirect or consequential damages will be allowed.
- .2 All damages must be directly and specifically related to or caused by the event which is the basis of any claim. No damages shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.

- .3 Damages are limited to extra costs specifically shown to have been directly caused by the event which is the basis of any claim.
- .4 No indirect or consequential damages will be recoverable.
- .5 The maximum daily limit on any recovery for delay shall be the amount estimated by the Contractor for job overhead costs divided by the total number of calendar days of Contract Time called for in the Agreement.

Add the following Subparagraphs 10.2.9 through 10.2.10 to 10.2:

- 10.2.9 In the event of temporary suspension of work, or during inclement weather, the Contractor shall protect, and shall cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, any work or materials is damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work such materials shall be removed and replaced at the expense of the Contractor.
 - 10.2.10 The Contractor shall take all precautions necessary to prevent loss or damage cause by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner, which is to be incorporated in the work located within those areas of the Project to which the Contractor has access. The Contractor shall have full responsibility for the security of such property of the Owner for any such loss, damage, or injury, except such as may be directly caused by agents or employees of the Owner.
- 10.4 EMERGENCIES

Add to Subparagraph 10.4.1 the following:

The Contractor shall also notify the Owner and Architect of any emergency as an informational matter only.

ARTICLE 11 - INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

Delete all Sections 11.1 in their entirety and substitute the following:

AIA A101 – 2017 Exhibit A is not a part of these documents.

INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS

CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain without interruption for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The duration of the contract shall be from the inception of the contract until expiration of the one-year period for correction of Work.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Worker's Compensation

Worker's Compensation insurance shall be in compliance with the Worker's Compensation law of the

Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for Worker's compensation coverage only.

Commercial General Liability

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

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

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

Type of Construction	Projects up to \$1,000,000	Projects over \$1,000,000
New Buildings:		
Each Occurrence		
Minimum Limit	\$1,000,000	\$3,000,000
Per Project Aggregate	\$2,000,000	\$6,000,000
Renovations:	The building(s) value for the Project is \$_____.	
Each Occurrence		
Minimum Limit	\$1,000,000**	\$3,000,000**
Per Project Aggregate	2 times per occur limit**	2 times per occur limit**

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

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$300,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

Umbrella

Contractor shall procure and maintain during the life of this Contract, an umbrella policy in the amount of \$2,000,000 in excess of all other insurance requirements. Umbrella Insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

Builder's Risk

Builder's Risk Insurance shall be in an amount equal to the amount of the construction contract including any amendments and shall be upon the entire Work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.

A Specialty Contractor may provide an installation floater in lieu of a Builder's Risk policy, with the similar coverage as the Builder's Risk policy, upon the system to be installed in an amount equal to the amount of the contract including any amendments. Flood coverage is not required.

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

Pollution Liability (required when asbestos or other hazardous material abatement is included in the contract)

Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$1,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated Work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all Work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Owner. The Contractor shall be responsible for all deductibles and self-insured retentions.

OTHER INSURANCE PROVISIONS

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

Worker's Compensation and Employers Liability Coverage

To the fullest allowed by law, the insurer shall agree to waive all rights of subrogation against the Owner, its officers, agents, employees and volunteers for losses arising from Work performed by the Contractor for the Owner.

Commercial General Liability Coverage

The Owner, its officers, agents, employees and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used.

The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers for any and all losses that occur under the contract. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Owner shall be excess and noncontributory of the Contractor's insurance.

All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

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

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

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

Acceptability of Insurers

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

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

Verification of Coverage

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

Name of Owner

Owner Address

City, State, Zip

Attn: Project # _____

The Owner reserves the right to request complete certified copies of all required insurance policies at any time. The Contractor shall, within thirty days, deliver the certified copies of any requested insurance policies to the Owner's Representative. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

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

be suspended or terminated for cause.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's certificates at any time. If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

Worker's Compensation Indemnity

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

Indemnification/Hold Harmless Agreement

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

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

PERFORMANCE AND PAYMENT BOND

The Contractor shall furnish a bond covering faithful performance of the Contract and a bond covering payment of obligations arising thereunder. The costs thereof shall be included in the Contract Sum and the amount of each bond shall be equal to the One Hundred Percent (100%) of the Contract Sum.

Each Bond shall be from a good, solvent and sufficient surety and written by a surety or insurance company which qualifies with the requirements of Louisiana Revised Statutes 38:2219 as of the time of the bid opening.

The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney of the surety company.

The Contractor shall furnish and pay for a Performance Bond and a Labor and Material Payment Bond which bonds shall be issued by a company qualified to do business in the State of Louisiana, and which are acceptable to the Owner and on AIA Document A311 Form, each bond in an amount equal to 100% of the contract sum. The Performance Bond required by La. R.S. 38:2216 is security for the faithful performance

of all the duties of the contractor in accordance with the contract. The Payment Bond required by La. R.S. 38:2241 shall guarantee the payment by the contractor or subcontractor to the claimants as defined in La. R.S. 38:2242 for labor or furnishing materials or supplies in connection with the work or as otherwise provided by law.

RECORDATION OF CONTRACT AND BOND

[La R.S. 38:2241 thru 38:2241.1] The Owner shall record within thirty (30) days the Contract Between Owner and Contractor and Performance and Payment Bond with the Clerk of Court in the Parish in which the Work is to be performed.

11.2 OWNER'S INSURANCE

Delete Section 11.2 in its entirety.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Add the following Subparagraph 13.1.2 to 13.1:

13.1.2 The Contractor and his Surety consent and yield to the jurisdiction of the Judicial District Court for the Parish where the Project is located.

13.3 RIGHTS AND REMEDIES

Add the following Subparagraph 13.3.3 to 13.3:

13.3.3 Nothing contained in the Contract Documents shall create a contractual relationship or any cause of action in favor of a third party against either the Owner, Contractor or Surety. Further, the Contractor acknowledges and agrees that the Contractor has no cause of action or claim against the Architect and waives any such action for any economic losses arising out of the Contract Documents.

13.4 TESTS AND INSPECTIONS

13.4.1 Delete the second sentence in the subparagraph and replace it with the following:

Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with the Owner's Testing Laboratory, entity acceptable to the Owner, or with the appropriate public authority; Owner shall bear all related costs of tests, inspections, and approvals.

13.5 INTEREST

Delete Paragraph 13.5 INTEREST in its entirety. No interest is due by the Owner for any late payment.

Add the following Paragraphs 13.6 through 13.10 to ARTICLE 13:

13.6 EQUAL OPPORTUNITY

13.6.1 The Contractor shall maintain policies of employment as follows:

13.6.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. 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.

13.6.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements 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, national origin or age.

13.6.1.3 At the Owner's request, the Contractor and all subcontractors are encouraged to give special consideration to employing local Native Americans for work required by this Contract.

13.7 WORK CONTINUATION AND PAYMENT

13.7.1 Unless otherwise agreed in writing, the Contractor shall carry on the Work, pending any claim or arbitration, and, if so, the Owner shall continue to make payments in accordance with the provisions of the Contract Documents except as to any items in dispute.

13.8 ATTORNEY'S FEES

13.8.1 If as a result of any action or lawsuit filed by the Contractor it is necessary for the Owner to retain an attorney, the Contractor shall pay all legal fees and costs incurred by the Owner, if the Owner is the prevailing party for all or a portion of any claim, in proportion and to the extent the Owner is the prevailing party.

13.09 PRECONSTRUCTION CONFERENCE

13.09.1 No later than fifteen (15) days after the date of the Notice to Proceed, a conference will be held to review the Contractor's schedule and Schedule of Values submitted to the Architect together with a review of the Contractor's plans for proceeding with the Work and such other items as may be designated by the Architect. The meeting will be convened by the Architect with a representative of the Owner and the Project representatives of the Contractor.

13.10 PROJECT MEETINGS

13.10.1 Project Meetings will be held at which the Architect, Owner's representative, and Project representative shall be present. The Contractor and the primary subcontractors shall also be represented. The Contractor is responsible to prepare the minutes of the meeting and to distribute them to all parties within five (5) days of the date of the monthly Project Meeting.

ARTICLE 14 – TERMINATION OR SUUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

Delete Clause 14.1.1.4.

Delete Clause 14.1.3 and substitute the following:

- 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for work executed, as well as reasonable overhead and profit on the portion of the Work that was installed, performed and/or stored on the Project site, and costs incurred by reason of such termination. The Contractor shall not be entitled nor allowed consequential damages or loss of profit or overhead or attorney fees for any portion of the Work of the Contract that has not been performed.

14.2 TERMINATION BY THE OWNER FOR CAUSE

Add Clause 14.2.1.5 as follows:

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

- 14.2.3 Add the following sentences to 14.2.3:

Termination by the Owner shall not suspend assessment of liquidated damages against the Contractor or Surety. Termination by the Owner under this Article shall not relieve the Contractor and/or Surety of his obligations under the liquidated damages provisions and the Contractor and/or Surety shall be liable to the Owner for per diem liquidated damages.

- 14.4.3 Add the following sentence to 14.4.3:

The Contractor is not entitled to recover consequential damages nor attorney fees.

ARTICLE 15 - CLAIMS AND DISPUTES

15.1.2 TIME LIMITS ON CLAIMS

Delete Clause 15.1.2 and substitute the following:

- 15.1.2 The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with Section 15.1.2 and La. R.S. 38:2189 and 38:2189.1.

15.1.3 NOTICE OF CLAIMS

- 15.1.3.1 In Subparagraph 15.1.3.1, substitute "10 days" for "21 days" and add the following sentence 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 with the time limits provided.

15.1.6 CLAIMS FOR ADDITIONAL TIME

Delete Clause 15.1.6.1 and substitute the following:

- 15.1.6.1 If the Contractor wishes to make a claim for an increase in the Contract Time, written notice not later than the tenth day of the month following the month in which the delay occurred as provided herein shall be given to the Architect and Owner.

Delete Clause 15.1.6.2 and substitute the following:

- 15.1.6.2 If unusual inclement or adverse weather conditions are the basis for a claim for additional time, the

Contractor shall document that the weather conditions had an adverse effect on the scheduled construction, that is-the weather prevented the execution of major items of Work on normal working days. An increase in the Contract Time due to weather shall not be cause for an increase in the Contract Sum. Any such claim must be accompanied by sufficient documentation evidencing the adverse days and the impact on construction supported by copies of the Contractor's daily reports.

Add the following Clauses 15.1.6.3, 15.1.6.4 and 15.1.6.5:

15.1.6.3 Unusual inclement weather means unusually severe weather which is beyond the normal weather recorded and expected for the area. The following are considered normal days of unusually severe weather at the site of this project:

Rain days:

January	<u>10</u> days	July	<u>11</u> days
February	<u>8</u> days	August	<u>11</u> days
March	<u>8</u> days	September	<u>10</u> days
April	<u>7</u> days	October	<u>6</u> days
May	<u>8</u> days	November	<u>8</u> days
June	<u>9</u> days	December	<u>9</u> days

Temperature days with low temperature less than 32 degrees:

January	<u>6</u> days	November	<u>1</u> days
February	<u>3</u> days	December	<u>4</u> days
March	<u>1</u> days		

15.1.6.4 The Contractor shall list the dates and total number of unusual inclement weather days for each month a claim is made. The Architect and Owner will consider only the number of days over the allowable number of days (.01" or more) stated in Subparagraph 15.1.6.3.

15.1.6.5 No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents. Any claim for increased cost for delay shall be asserted in accordance with the provisions of Subparagraph 15.1.3 unless the time is extended in writing by the Owner. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Contract Sum or change in the Contract Time. No claim shall be valid unless so made.

15.2 INITIAL DECISION

15.2.1 In Subparagraph 15.2.1, add to the end of the third sentence the phrase: "arising prior to the date final payment is due."

END
SUPPLEMENTARY CONDITIONS
OF THE
CONTRACT FOR CONSTRUCTION