

**SPECIFICATIONS**  
**FOR**  
**A FUTURE FARMERS OF AMERICA**  
**CONFERENCE CENTER**

**Mansura, Louisiana**  
**At**  
**Old River**

PREPARED BY

**COCO & COMPANY**  
**WAYNE LAWRENCE COCO, AIA, ARCHITECT, LLC**  
P.O. BOX 111 - 510 MAIN ST.  
SIMMESPORT, LOUISIANA 71369  
(318) 359-3732 (Mobile)  
(318) 941-2821 Fax

**ASSOCIATED DESIGN GROUP, INC.**

**Mechanical, Electrical and Fire Protection Consulting Engineers**

301 Jackson Street, Suite 204  
Alexandria, Louisiana 71301  
(318) 445-8870

and

3909 West Congress St., Suite 201  
Lafayette, Louisiana 70506  
(337) 234-5710

Contacts: Mark Neely, Electrical; Patrick Pierrottie, Mechanical

**RAGLAND, ADERMAN & ASSOCIATES**

**Structural Engineers**  
3888 Government St., Suite 100  
(225) 343-4129  
Contact: Tom Wafer, PE  
tw@raaengineers.com

March 31, 2026





# **PROJECT DESIGN TEAM**

**FOR**

## **A NEW FUTURE FARMERS OF AMERICA CONFERENCE CENTER**

Mansura at Old River, Louisiana

### **COCO & COMPANY WAYNE LAWRENCE COCO, AIA, ARCHITECT, LLC**

P.O. BOX 111 - 510 MAIN ST.  
SIMMESPORT, LOUISIANA 71369  
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## ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Avoyelles Parish School Board at the Avoyelles Parish School Board Maintenance Conference Room, at 539 West Bon Tempt St., Marksville, Louisiana 71351, until 2:00 p.m. Central Standard Time, on Wednesday, May 27, 2026.

Any person requiring special accommodations shall notify the Architect, Coco & Company, Wayne Lawrence Coco, AIA, Architect, LLC for the types of accommodation required not less than (7) days before the bid opening.

FOR: **A New Future Farmers of America  
Conference Center  
Mansura, Louisiana at Old River**

**ARCHITECT'S PROJECT NUMBER: 0225**

Construction Budget: **Approximately \$1,250,000**

Architect:

**Coco & Company, Wayne Lawrence Coco, AIA, Architect, LLC  
PO Box 111 or 510 Main Street  
Simmesport, Louisiana 71369  
Phone: Mobile: 318 359-3732) - Fax 318 941-2821**

Complete Bidding Documents for this project are available in electronic form. They may be obtained from Louisiana Digital Reproduction, 817 W. University Ave, Lafayette, LA 70506 ([print@ladigital.biz](mailto:print@ladigital.biz)), contact Rick Domas or Sam at 337-235-5081. Printed copies are not available from the Architect but arrangements can be made to obtain them through most reprographic firms or the F. W. Dodge Report. Questions about this procedure shall be directed to the Architect at:

**Coco & Company, Wayne Lawrence Coco, AIA, Architect, L.L.C.  
PO Box 111 or 510 Main Street  
Simmesport, Louisiana 71369  
Phone: Mobile: 318 359-3732 - Fax 318 941-2821  
Email: [waynecococo@centurytel.net](mailto:waynecococo@centurytel.net)**

**Cautionary Note:** Prime Bidders, Sub Contractors and Suppliers obtaining bid documents are cautioned not to obtain partial or incomplete sets of bid documents (drawings and specifications) for the purposes of bidding. It is the responsibility of the bidder(s) (Prime Contractors, Sub Contractors and suppliers) to insure that complete sets of bid documents as posted by Louisiana Digital Reproductions are obtained. Neither the Owner nor the Architect shall be held responsible for errors in downloading or the printing of incomplete sets of documents by the bidder (Prime Contractor, Sub Contractor, or Supplier), reprographer, printer, AGC office, F.W. Dodge Report or any other plan room agency or service. It will be assumed that the bidder has a complete set of construction drawings and specifications and addenda. It is the bidder's responsibility to check through the drawings and specifications to see that all drawing sheets are included and all divisions and sections of specifications are included as well.

All bids must be accompanied by bid security equal to five percent (5%) of the sum of the base bid and all alternates, and must be in the form of a certified check or cashiers check written by a surety company licensed to do business in Louisiana, signed by the surety's agency or attorney-in-fact, and countersigned by a person who is under Contract with the surety as a licensed agency in this State and who is residing in this State. Surety must be listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in the Bond, or must be a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A.M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the amount of the Bond may not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide. The Bid Bond shall be in favor of the **Avoyelles Parish School Board** and shall be accompanied by appropriate power of attorney. No Bid Bond indicating an obligation of less than five percent (5%) by any method is acceptable.

The successful Bidder shall be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in the amount equal to 100% of the Contract amount. Surety must be listed currently on the U.S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater

than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury List, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A.M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact and countersigned by a person who is under contract with surety as a licensed agent in this State, and who is residing in this State.

Bids shall be accepted from Contractors who are licensed under L.A. R.S. 37:2150-2163 for the classification of Building Construction. No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provision of L.A. R.S. 38:2214.

### **Mandatory Pre Bid Conference**

**A Mandatory Pre Bid Conference will be held for interested bidders on Wednesday, May 13, 2026 at the project site (1135 Old River Road, Mansura, Louisiana 71350) at 10 a.m. Central Standard Time. Only Licensed General Contractors attending the Mandatory Pre Bid Conference and signing the Mandatory Pre Bid Conference Sign-In Sheet will be allow to bid the project.**

The Owner reserves the right to reject all bids for just cause. In accordance with L.A. R.S. 38:2212 (A) (1) (b), the provisions and requirements of this Section, those stated in the advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

**Special Provision: This project is a Sales Tax Exempt Project. The Contractor will be designated as an Agent of the Governmental Entity for the purposes of making sales tax exempt purchases on behalf of the governmental body. The contractor shall be required to complete the Louisiana Department of Revenue "Designation of Construction Contractor as Agent of a Governmental Entity and Exemption Certificate . "**

## INSTRUCTIONS TO BIDDERS

BUDGET: Approximate Amount of Funds Available for Construction is approximately **\$1,250,000.00.**

### COMPLETION TIME:

The bidder shall agree to fully complete the contract within **270** consecutive calendar days, subject to such extensions as may be granted under Paragraph 8.3, in the General Conditions and the Supplementary Conditions, and acknowledges that this construction time will start on the date specified in the written "Notice to Proceed" from the Owner.

### LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of Five Hundred Dollars (\$500.00) for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the completion date stated on the "Notice to Proceed".

**Special Provision: This project is shall be a Sales Tax Exempt Project. The Contractor will be designated as an Agent of the Governmental Entity for the purposes of making sales tax exempt purchases on behalf of the governmental body. The contractor shall be required to complete the Louisiana Department of Revenue "Designation of Construction Contractor as Agent of a Governmental Entity and Exemption Certificate" .**

## ARTICLE 1

### DEFINITIONS

- 1.1 The Bidding Documents include the following:
  - Advertisement for Bids
  - Instructions to Bidders
  - Bid Form
  - Bid Bond
  - General Conditions of the Contract for Construction,
  - AIA Document A201, 2007 Edition
  - Supplementary Conditions
  - Contract Between Owner and Contractor and Performance and Payment Bond
  - Affidavit
  - Change Order
  - Partial Occupancy
  - Recommendation of Acceptance
  - Other Documents (if applicable)
  - Specifications and Drawings
  - Addenda issued during the bid period and acknowledged in the Bid Form
- 1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.
- 1.3 Addenda are written or graphic instruments issued by the Architect prior to the opening of bids that modify or interpret the Bidding Documents by additions, deletions, clarifications, corrections and prior approvals.
- 1.4 A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents.
- 1.5 Base bid is the sum stated in the bid for which the bidder offers to perform the work described as the base, to which work may be added, or deleted for sums stated in alternate bids.
- 1.6 An alternate bid (or alternate) is an amount stated in the bid to be added to the amount of the base bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted.
- 1.7 A Bidder is one who submits a bid for a prime Contract with the Owner for the work described on the proposed Contract Documents.
- 1.8 A Sub-bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.

- 1.9 Where the word "Architect" is used in any of the documents, it shall refer to the Prime Designer of the project, regardless of discipline.

## ARTICLE 2

### MANDATORY PRE-BID CONFERENCE

- 2.1 A Mandatory Pre-bid Conference shall be held at the project site at least 10 days before the date for receipt for bids. The Architect shall coordinate the setting of the date, time and place for the Pre-Bid Conference with the owner and shall invite in writing the owner, and all who have received sets of the bidding documents to attend. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Contract Documents, and to receive comments and information from interested Bidders. Only Licensed General Contractors attending the Mandatory Pre-Bid Conference and signing the Mandatory Pre-Bid Sign-In Sheet, will be allow to bid the project.
- 2.2 Any revision of the Bidding Documents made as a result of the Mandatory Pre-Bid Conference shall not be valid unless included in an addendum.

## ARTICLE 3

### BIDDER'S REPRESENTATION

- 3.1 Each Bidder by making his bid represents that:
1. He has read and understands the Bidding Documents and his bid is made in accordance therewith.
  2. He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.
  3. His bid is based solely upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by addenda.
  4. His bid is not based on any verbal instructions contrary to the Contract Documents and addenda.
- 3.2 The Bidder 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. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable.

The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.

## ARTICLE 4

### BIDDING DOCUMENTS

#### 4.1 Copies

1. Bidding Documents may be obtained from Louisiana Digital Reproduction, 817 W. University Ave, Lafayette, LA 70506, ([print@ladigital.biz](mailto:print@ladigital.biz)) contact Rick Domas or Sam at 337-235-5081 or the office of the Architect, at 318-359-3732 (cell). as stated in the Advertisement for Bids and from the F. W. Dodge Report, contact Danielle Sanders at [danielles@lagc.org](mailto:danielles@lagc.org). For more information The Prime Contractors submitting bids (Prime Bidders) for the project will be required to include in their bid price the cost of printing a sufficient number of complete sets of construction documents (bid documents including all addenda) necessary to perform the work involved. No other documents will be issued or paid for by the Owner.
2. Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
3. 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 for any other use.

#### 4.2 Interpretation or Correction of Bidding Documents.

1. Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error that they may discover upon examination of the Bidding Documents or of the site and local conditions.
2. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect, to reach him at least seven days prior to the date for receipt of bids.



3. Any interpretation, correction or change of the Bidding Documents will be made by addendum. Interpretations, corrections or changes of the Biding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

#### 4.3 Substitutions

1. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by ant proposed substitution. No substitutions shall be allowed after bidding.
2. No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least seven (7) working days prior to the date for receipt for bids. (RS38:2295C) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the Contract Documents if the proposed product if used. Prior approval is given contingent upon supplier being responsible for any costs that may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.
3. If the Architect approves any proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

#### 4.4 Addenda

1. Addenda will be posted on the Louisiana Digital Reproduction Web Site and the Dodge Report and to all who are known to have indicated that they wish to receive addenda .
2. Copies of addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
3. The Owner shall have the right to extend the bid date up to (30) thirty days without the requirement of re-advertising. Any such extension shall be made by addendum issued by the Architect.
4. Each Bidder shall ascertain from the Architect prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

### ARTICLE 5

#### BIDDING PROCEDURE

##### 5.1 Form and Style of Bids

1. Bids shall be submitted on the forms provided by the Architect.
2. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
3. Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall be govern.
4. The signer of the bid or his authorized representative must initial any interlineations, alteration or erasure.
5. 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 shall cause its rejection.
6. Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.
7. The bid shall include the legal name of Bidder and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable under any of the following conditions:
  - a. Signature on bid is that of any corporate officer or member of a partnership or partnership in commendam listed on most current annual report on file with Secretary of State.
  - b. Signature on bid is that of authorized representative of corporation, partnership or other legal entity and bid is accompanied by corporate resolution, certification as to the corporate principal, or other documents indicating authority.
  - c. Corporation, partnership, or other legal entity has filed in the records of the Secretary of State, an affidavit, resolution or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. A bid submitted by an agency shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. The name and license number on the envelope shall be the same as on the Bid Form.
8. On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under R.S. 37: 2150-2173 and show his license number on the bid above his signature or his duly authorized representative.

##### 5.2 Bid Security

1. No bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the base bid and all 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 written by a surety company licensed to do business in Louisiana, signed by the surety's agent or attorney-in fact, and countersigned by a person who is under Contract with the surety company or bond issuer as a licensed agent in this State and who is residing in this State. The Bid Bond shall be written on the Bid Bond Form and surety must meet the qualifications stated therein. The Bid Bond shall be in favor of the **Avoyelles Parish School Board** and shall be accompanied by appropriate power of attorney.

Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Contract Documents, within fifteen (15) days after written notice that the instrument is ready for his signature.

Should the bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty.

2. The Owner will have the right to retain the bid security of Bidders until either (a) the Contract has been executed and bonds have been furnished or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

### 5.3 Submission of Bids

1. The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder. The envelope shall contain only one bid form and will be received until the time specified and at the place specified in the Advertisement for bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to the Owner at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid.

If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, addressed to:

Ray Carlock, Director of Buildings and Maintenance  
Avoyelles Parish School Board  
539 West Bon Tempt St.  
Marksville, Louisiana 71351

Bids sent by express delivery shall be delivered to:

Ray Carlock, Director of Buildings and Maintenance  
Avoyelles Parish School Board  
539 West Bon Tempt St.  
Marksville, Louisiana 71351

2. Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in the Advertisement for Bids, or any extension thereof made by addendum. Bids received after the time and date for receipt of bids will be returned unopened.
3. Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.
4. Oral, telephone or telegraphic bids are invalid and shall not receive consideration. Owner shall not consider notations written on outside of bid envelope that have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.

### 5.4 Modification or Withdrawal of Bid

1. A bid may not be modified, withdrawn or canceled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and bidder so agrees in submitting his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty-eight hours of the Bid Opening excluding Saturdays, Sundays and legal holidays".

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.
3. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.
4. Bid Security shall be in an amount sufficient for the bids as modified or resubmitted.

## ARTICLE 6

### CONSIDERATION OF BIDS

#### 6.1 Opening of Bids

1. The properly identified Bids received on time will be opened publicly and will be read aloud, and a tabulation abstract of the amounts of the base bids and alternates, if any, will be made available to Bidders.

#### 6.2 Rejection of Bids

1. The Owner shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the Bidding Documents or a bid in any way incomplete or irregular.

#### 6.3 Acceptance of Bids

1. It is the intent of the Owner, if he accepts any alternates, to accept them in the order in which they are listed in the Bid Form. Determination of the Low Bidder shall be on the basis of the sum of the base bid and the alternates accepted. However, the Owner shall reserve the right to accept alternates in any order that does not affect determination of the Low Bidder.

## ARTICLE 7

### POST-BID INFORMATION

#### 7.1 Submissions

1. At the Pre-Construction Conference, the Contractor shall submit the following information to the Architect: A designation of the work to be performed by the Contractor with his own forces.
2. A breakdown of the Contract cost attributable to each item listed in the Schedule of Values Form (attached). No payments will be made to the Contractor until this is received.
3. The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.
4. 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 utilizes Louisiana Subcontractors, manufacturers, suppliers and labor. If Louisiana Subcontractors, manufacturers, suppliers and labor will not be used for the project, the Contractor must provide detailed explanation as to why they will not be used.

7.1.2 The Contractor will be required to establish to the satisfaction of the Architect reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to such proposed Subcontractor's respective trades. The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

7.1.3 Subcontractors and other persons and organizations selected by the Bidder must be used on the work for which they were proposed and shall not be changed except with the written approval of the Owner and the Architect.

7.1.4 The lowest responsible bidder shall submit to the Architect and the Owner prior to award of the contract a letter/letters from the manufacturer stating that the manufacturer will issue the roof system guarantee complying with the requirements of the specifications based on the specified roof system and include the name of the applicator acceptable to the manufacturer at the highest level of certification for installing the specified roof system. This manufacturer shall be one that has received prior approval or is named in the specifications.

## ARTICLE 8

## PERFORMANCE AND PAYMENT BOND

### 8.1 Bond Required

- 8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact and countersigned by a person who is under Contract with the surety as a licensed agent in this State and who is residing in this State, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U.S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000.00. However, a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide shall not be subject to the \$500,000.00 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact and countersigned by a person who is under contract with surety as a licensed agent in this State, and who is residing in this State. The Bond shall be in favor of the **Avoyelles Parish School Board**.

### 8.2 Time of Delivery and Form of Bond.

- 8.2.1 The Bidder shall deliver the required bond to the Owner simultaneous with the execution of the Contract.
- 8.2.2 Bond shall be in the form furnished by the Owner, entitled CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND, a copy of which is included in the Contract Documents.
- 8.2.3 The Bidder shall require the Attorney-in-Fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of Attorney.

## ARTICLE 9

### FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

#### 9.1 Form to be used.

- 9.1.1 Form of the Contract to be used shall be furnished by the Owner, a copy of which is bound in the Bidding Documents.

#### 9.2 Award

- 9.2.1 Before award of the Contract, the successful Bidder shall furnish to the Owner a copy of a Disclosure of Ownership Affidavit stamped by the Secretary of State, a certified copy of the minutes of the corporation or partnership meeting that authorized the party executing the bid to sign on behalf of the Contractor.
- 9.2.2 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents.

## END OF SECTION

## ROPOSAL FORM

BID DATE: Wednesday, May 27, **2026**

TO: Avoyelles Parish School Board  
539 West Bon Tempt St.  
Marksville, LA 71351

ATTENTION: Ray Carlock, Director of Buildings and Maintenance

TO BE RECEIVED BY: Avoyelles Parish School Board  
539 West Bon Tempt St.  
Marksville, LA 71351

PROPOSAL FOR: The New Future Farmers of America  
Conference Center  
Mansura, Louisiana at Old River

THE BIDDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

acknowledges receipt of the following

ADDENDA: No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_  
No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_  
No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

BID SECURITY: Attached in the sum of (5% of total base bid and all alternates)

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

is to become the property of the Owner in the event the Contractor and bond are not executed within the time set forth, as Liquidated Damages for the delay and additional work caused thereby.

If the bid security attached to this proposal is a Bond, then such Bond shall be submitted on the Bid Bond Form included in the specifications, identified at the bottom of the page as "BB-1" and Surety shall meet the qualifications set forth therein. Any Bond submitted other than on this bond shall cause the bid to be rejected.

THE BIDDER: hereby declares and represents that he; a) has carefully examined the Bidding Documents, b) has a clear understanding of the Bidding Documents, c) has not received, relied on, or based his bid on any verbal instructions contrary to the Contract Documents or any addenda, d) 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 afore referenced project, all accordance with the Contract Documents as prepared by:

Coco & Company  
Wayne Lawrence Coco, AIA, Architect, LLC  
P.O. Box 111 or 510 Main St.  
Simmesport, Louisiana 71369

and dated: March 31, 2026

**BASE BID:** For all work required by the Contract Documents (except Alternates)

the lump sum of: (\$\_\_\_\_\_)

\_\_\_\_\_Dollars

**ALTERNATE #1** Add Alternate: Add approximately 1,800 sq. ft. of 4 inch thick reinforced concrete paving on the ground level underneath the Multi-Purpose Room. Provide expansion joints at 20 ft. intervals or less and 12 inch x 12 inch perimeter footing with #5 reinforcement bars continuous.

The lump sum of \$\_\_\_\_\_)

\_\_\_\_\_Dollars

**ALTERNATE #2:** Add Alternate: Add one (1) AlarmGard, FireGard, rolling counter Fire Rated Shutter Door No. 17 on 1 hour fire wall..

The lump sum of \$\_\_\_\_\_)

\_\_\_\_\_Dollars.

**ALTERNATE #3:** Add Alternate: Add five (5) Clearstory Aluminum Storefront Window types "B" as shown in drawings.

The lump sum of \$\_\_\_\_\_)

\_\_\_\_\_Dollars.

**COMPLETION TIME:** The Bidder hereby agrees to commence work under this Contract on a date specified in a written "Notice to Proceed" by the owner and to fully complete the project within **365** consecutive calendar days thereafter, or within the time as may be extended as stipulated in the Contract Documents.

**LIQUIDATED DAMAGES:** The Bidder hereby agrees to pay as Liquidated damages the sum of **Five Hundred dollars** (\$500.00) for each consecutive calendar days that the work is not completed beginning with the first day beyond the completion time stated above.

**AWARD AND EXECUTION OF CONTRACT:** The designer shall notify the responsible low bidder of intent to award contract upon notification of same by owner.

If the Bidder is notified of the acceptance of the bid within (30) days after the opening of bids, he agrees to execute and deliver the "Contract Between the Owner and Contractor and Performance and Payment bond, "a copy of which is attached to the Contract Documents, within ten (10) days after notice from the Owner that the instrument is ready for signature.

If the Bidder fails to complete all requirements for executing the "Contract Between the Owner and Contractor and Performance and Payment Bond" within ten (10) days after notification, the Owner may reject the Bid, retain the Bid Bond, call the surety for payment, and award the contract to the next lowest bidder.

**REJECTION OF BIDS:** The Bidder understands that the Owner reserves the right to reject any or all bids for just cause. In accordance with La. R.S.38:2212 (A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement for bid, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

**WITHDRAWAL OF BIDS:** The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) days after the scheduled closing time for receiving bids except in accordance with the provisions of R.S.38:2214. This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

LICENSE CERTIFICATION: The Bidder certifies that he meets all licensing requirements of this State and is duly and currently licensed under R.S. 37: 2151-2163 of the State of Louisiana, and that his Louisiana Contractors License Number\_\_\_\_\_. The name of the Bidder shown below shall correspond with the official name on the license.

NAME OF BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_

NOTE: If the Bidder is a corporation, write State of Incorporation under the signature and if a partnership, give full names of all partners.





**BID BOND**

FOR

A New Future Farmers of America  
Conference Center  
Mansura, Louisiana at Old River

\_\_\_\_\_  
Date

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of  
\_\_\_\_\_, as Principal and  
\_\_\_\_\_, as Surety, are held and firmly bound  
unto the **Avoyelles Parish School Board**, in the full and just sum of five (5%) percent of the total amount of this proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A-rating in the latest print of A.M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact and countersigned by a person who is under Contract with surety as a licensed agent in this State and who is residing in this State. This Bid Bond is accompanied by appropriate power of attorney.

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

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

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_  
AUTHORIZED OFFICER-OWNER-PARTNER

BY \_\_\_\_\_  
AGENT OR ATTORNEY-IN-FACT (SEAL)

I certify that I am, as of the date of this Bond, under contract with Surety as a licensed Agent, in good standing with the Louisiana Department of Insurance, residing in this State, and authorized to countersign this Bond on behalf of Surety.

BY \_\_\_\_\_

\_\_\_\_\_  
NAME OF AGENCY

\_\_\_\_\_  
TYPE OR PRINTED NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
AGENT LICENSE NUMBER





# AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

## General Conditions of the Contract for Construction

for the following PROJECT:  
*(Name and location or address)*

THE OWNER:  
*(Name, legal status and address)*

THE ARCHITECT:  
*(Name, legal status and address)*

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

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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 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 and certify termination of the Agreement under Section 14.2.2.

### **§ 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.



§ 1.2.2 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## 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 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

§ 2.2.3 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.

§ 2.2.4 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.

§ 2.2.5 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.

### § 2.3 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.

### § 2.4 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 written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## 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 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 2.2.3, 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 make 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 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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 authorized by the Architect in accordance with Sections 3.12.8 or 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**

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.

### **§ 3.6 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 21 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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 furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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 SCHEDULES**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 3.10.2** The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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 maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be 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 the way by which 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 written 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. 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 cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 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, and 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or 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 Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 ACCESS TO WORK**

The Contractor shall provide the Owner and Architect 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such 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 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.

**§ 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.

**§ 4.1.3** If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

### **§ 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, except as provided in Section 3.3.1.

**§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

**§ 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 13.5.2 and 13.5.3, whether or not such 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, material and equipment 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, unless otherwise specifically stated by the Architect, 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 authorize 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply 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 previously selected if the Owner or Architect makes reasonable objection to such substitution.

## § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these 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 in writing; 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 such 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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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, and the Contractor shall proceed promptly, 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 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and 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 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .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 related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### 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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be



furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

**§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order 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**

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.

### **§ 9.2 SCHEDULE OF VALUES**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material 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 material 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, material suppliers, or other persons or entities making a claim by reason of having 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 issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material 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 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 the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate 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 material and equipment 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 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, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

#### § 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' written 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 shut-down, 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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 as required under Section 11.3.1.5 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 written 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 and, 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 terms and conditions of 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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. If such lien 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 such lien, 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 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 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; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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 or the Contractor's Subcontractors or Sub-subcontractors; 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 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 owners and users of adjacent sites and utilities.

§ 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, except damage or loss 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, written notice of such 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

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, 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 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify 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 LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

### § 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

### § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's

risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### § 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

#### § 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner’s option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner’s property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner’s property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.



§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

#### § 11.3.7 WAIVERS OF SUBROGATION

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

### 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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

## § 12.2 CORRECTION OF WORK

### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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 an 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 written 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 2.4.

§ 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, whether completed or partially completed, of the Owner or separate contractors 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 except that, 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 such 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 such assignment.

### § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

§ 13.5.4 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.



§ 13.5.5 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.

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

### § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may 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.

### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

## 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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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' written 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, 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 as described in 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 written 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 Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 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, 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.

#### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written 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.

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Claims by either party must 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 CONTINUING CONTRACT PERFORMANCE**

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

### **§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

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

### **§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

**§ 15.1.5.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

**§ 15.1.5.2** 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.

### **§ 15.1.6 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### **§ 15.2 INITIAL DECISION**

**§ 15.2.1** Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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 such 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 an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, 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 15.1.6 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 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. 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 Either party, at its sole discretion, 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 Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.

## SUPPLEMENTARY CONDITIONS

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2007 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

Articles, Paragraphs, Subparagraphs or Clauses modified or deleted have the same numerical designation as those occurring in the General Conditions.

### ARTICLE 1

#### GENERAL PROVISIONS

##### 1.1 DEFINITIONS

###### 1.1.1 THE CONTRACT DOCUMENTS

In Subparagraph 1.1.1 delete the third sentence, and add the following sentence:

"The Contract Documents shall include the Bidding Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda."

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

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

### ARTICLE 2

#### OWNER

##### 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Delete this paragraph.

### ARTICLE 3

#### CONTRACTOR

##### 3.4 LABOR AND MATERIALS

3.4.2 Delete this paragraph

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

Delete Subparagraph 3.7.5 and substitute the following:

3.7.5 "If, during the course of the Work, the Contractor discovers human remains, unmarked burial or archaeological sites, burial artifacts, or wetlands, which are not indicated in the Contract Documents, the Contractor shall follow all procedures mandated by State and Federal law, including but not limited to L.R.S. 8:671 et seq., R.S. 49:213.1 et seq., and Sections 401 & 404 of the Federal Clean Water Act."

The Contractor shall be required to apply and pay for any permits or fees required from the local governing authority for plan review and approvals including the Town of Haynesville, the Claiborne Parish Police Jury Planning or Permitting office and the State of Louisiana.

##### 3.8 ALLOWANCES

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

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

### 3.9 SUPERINTENDENT

3.9.1: Add the following to the end of the paragraph: "Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case."

### 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

## ARTICLE 4

### ARCHITECT

#### 4.1 GENERAL

Delete Subparagraph 4.1.1 and substitute the following:

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

#### 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

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

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

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

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

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

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

## ARTICLE 5

### SUBCONTRACTORS

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

Delete Subparagraph 5.2.1, and substitute the following:

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

Delete Subparagraph 5.2.2 and substitute the following:

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

Delete Subparagraph 5.2.3 and 5.2.4 and add the following:

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

#### 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete Subparagraphs 5.4.1, 5.4.2, and 5.4.3.

## ARTICLE 7

### CHANGES IN THE WORK

#### 7.1 GENERAL

Add the following paragraph:

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

Fixed job site overhead cost itemized with documentation to support daily rates.  
Bond Premium Rate with supporting information from the General Contractor's carrier.  
Labor Burden by trade for both Subcontractors and General Contractor.  
Internal Rate Charges for all significant company owned equipment.

#### 7.2 CHANGE ORDERS

Delete Subparagraph clause 7.2.1, and substitute the following paragraphs:

7.2.1 "A Change Order is a written order to the Contractor signed by the Owner and the Architect, issued after execution of the Contract, authorizing a change in the work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time."

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



1. Wages paid direct labor personnel, delineating a labor burden markup for applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes.
  2. Cost of all materials and supplies, including the identification of each item and its cost.
  3. Identify each necessary piece of machinery and equipment and its individual cost.
  4. Other documented direct costs.
- Credit will not be required for overhead and profit.

7.2.3 "Overhead and profit" The Contractor and Subcontractor shall be due job-site and home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 25% of the direct cost of any portion of work:

The credit to the Owner resulting from a change in the work shall be the sum of those items above, except credit will not be required for overhead and profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit will only be computed on the net extra cost to the Contractor.

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

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

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

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

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

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

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

A detailed itemized list of labor, material and equipment costs for the General Contractor's work including quantities and unit costs for each item of labor, material and equipment.

An itemized list of labor, material and equipment costs for each Subcontractor's and/or Sub-Subcontractor's work including quantities and unit costs for each item of labor, material, and equipment.

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

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

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

Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices. Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the work.

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

Cost of supervision not specifically required by the Change Order.

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

### 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

7.3.9 Delete Subparagraph 7.3.9 and substitute the following:

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

## ARTICLE 8

### TIME

#### 8.1 DEFINITIONS

Add the following:

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

#### 8.2 PROGRESS AND COMPLETION

Delete Subparagraph 8.2.1 and substitute the following:

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

Delete Subparagraph 8.2.2.

#### 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

## ARTICLE 9

### PAYMENTS AND COMPLETION

#### 9.2 SCHEDULE OF VALUES

Delete Subparagraph 9.2 and substitute the following:

9.2. At the Pre-Construction Conference, the Contractor shall submit to the Owner and the Architect a Schedule of Values prepared as follows:

9.2.1 The attached Schedule of Values Format shall be used. If applicable, the cost of work for each section listed under each division, shall be given. The cost for each section shall include labor, materials, overhead and profit.

9.2.2 The Total of all items shall equal the Total Contract Sum. This schedule, when approved by the Architect, shall be used only as a basis for the Contractor's Applications for Payment."

### 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

Delete Subparagraph 9.3.2 and substitute the following:

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

### 9.5 DECISIONS TO WITHHOLD CERTIFICATION

Delete Subparagraph 9.5.3.

### 9.6 PROGRESS PAYMENTS

Delete Subparagraph 9.6.1 and substitute the following:

9.6.1 "After the Architect has issued a Certificate for Payment, the Owner shall make payment within twenty days except for projects funded fully or in part by a Federal reimbursement program. For such projects the Owner will make payment in a timely manner consistent with reimbursement."

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

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

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

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

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

9.7 FAILURE OF PAYMENT

Delete Subparagraph 9.7.

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

9.8 SUBSTANTIAL COMPLETION

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

9.8.2 When the Contractor considers that the Work is Substantially Complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work is substantially complete. A prerequisite to the work being accepted as substantially complete, is the Owner's receipt of the executed Roofing Contractor's and Roofing Manufacturer's guarantees, where roofing work is part of the Contract. Prior to inspection by the Architect, the Contractor shall notify the Architect that the project is ready for inspection by the State Fire Marshal's office. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, the Contractor shall, before acceptance of the work as Substantially Complete, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

9.8.4 When the Architect determines that the project is Substantially Complete, he shall prepare a "punch list" of exceptions and the dollar value related thereto. The monetary value assigned to this list will be the sum of the cost estimate for each particular item of work the Architect develops based on the mobilization, labor, material and equipment costs of correcting the item and shall be retained from the monies owed the contractor, above and beyond the standard lien retainage. The cost of these items shall be prepared in the same format as the schedule of values. At the end of the 45 day lien period payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the contractor until all punch list items are completed and are accepted by the Architect. If the dollar value of the punch list exceeds the amount of funds, less the retainage amount, in the remaining balance of the Contract, then the Project shall not be accepted as substantially complete. If funds remaining are less than that required to complete the work, the Contractor shall pay the difference.

9.8.5 When the "punch list" is complete the Architect shall prepare a Recommendation of Acceptance" incorporating the punch list and submit it to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of Building Contract that shall establish the Date of Substantial Completion. The Contractor will record the Notice of Acceptance with the Clerk of Court in the Parish in which the work has been performed. If the Notice of Acceptance has not been recorded seven (7) days after issuance, the owner may record the acceptance at the Contractor's expense.

9.8.6 Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work unless otherwise agreed to in writing by the Owner and Contractor. Unless otherwise agreed to in writing by the Owner and Contractor, security, maintenance, heat, utilities, damage to the Work not covered by the punch list and insurance shall become the Owner's responsibility on the Date of Substantial Completion.

9.8.7 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Architect or Owner, the Owner may, at his option, contract to have the balance of the work completed and pay for such work with the unpaid funds remaining in the Contract sum. Finding the Contractor in default

shall constitute a reason for disqualification of the Contractor from bidding on future state contracts. If the surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the surety.

#### 9.9 Partial Occupancy or Use

9.9.1 Delete paragraph and substitute the following:

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

#### 9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 After the first sentence, add the following:

If the Architect does not find the work acceptable under the Contract Documents, the Architect shall make one additional inspection; if the work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid \$150.00/hour for their time at the project site, for each additional inspection, to be withheld from the unpaid funds remaining in the Contract sum. The payment shall be made by the owner and deducted from the construction contract funds.

Add the following clause 9.10.6:

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

### ARTICLE 10

#### PROTECTION OF PERSONS AND PROPERTY

#### 10.2 SAFETY OF PERSONS AND PROPERTY

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

#### 10.3 HAZARDOUS MATERIALS

10.3.1 In the first sentence after "(PCB)" add "or lead"

10.3.2 After the first sentence, delete all remaining sentences. Add at the end "The Contract time shall be extended appropriately."

Delete Subparagraph 10.3.3.

#### 10.4 EMERGENCIES

Delete Subparagraph 10.4 and substitute the following:

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



## ARTICLE 11

### INSURANCE AND BONDS

Delete all of Paragraphs 11.1 and 11.2 and substitute the following:

#### INSURANCE REQUIREMENT FOR NEW CONSTRUCTION AND RENOVATIONS

##### 11.1 STANDARDIZED INSURANCE REQUIREMENTS FOR ALL STATE CONTRACTS

11.1.1 This paragraph not used.

11.1.2 All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

11.1.2.1 The Contractor/Subcontractor's insurer will have no right of recovery or subrogation against the Owner, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the below described insurance.

11.1.2.2 The Owner shall be named as an additional insured as regards negligence by the contractor (ISO Forms CG 20 10, Current form approved for use in Louisiana).

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

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

##### 11.1.3 INSURANCE:

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

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

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

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

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

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

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

#### COMBINED SINGLE LIMIT (CSL) - AMOUNT OF INSURANCE REQUIRED

Type of	Projects Under \$100,001	Projects \$100,001 - \$1,000,000	Projects Over \$1,000,000
<u>Construction</u>	<u>\$100,000</u>	<u>\$1,000,000</u>	<u>\$1,000,000</u>

New Buildings:

-Each Occurrence/ Minimum Limit	\$500,000	\$1,000,000	\$3,000,000
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-Aggregate (Applicable to this Contract ONLY)	\$500,000	\$1,000,000	\$3,000,000
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Renovations:      *The building(s) value for this Project is: \$ 650,000*

-Each Occurrence/ Minimum Limit	\$500,000*** (Depends On Building Value)	\$1,000,000*** (Depends On Building Value)	\$3,000,000*** (Depends On Building Value)
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-Aggregate (Applicable to this Contract ONLY)	\$500,000*** (Depends On Building Value)	\$1,000,000*** (Depends On Building Value)	\$3,000,000*** (Depends On Building Value)
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\*\*\*While the minimum combined single limit of \$500,000 is required for all renovations, the value of a building shall be multiplied by 10% and insurance requirements will be increased at \$1,000,000 intervals and rounded to the nearest \$1,000,000. Example: Renovation on \$33,000,000 building would require \$3,000,000 minimum combined single limit of coverage. Maximum limit required is \$5,000,000.00 regardless of building value.

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

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

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

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

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

11.1.6 Other insurance required is as follows:

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

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

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

The contractor or subcontractor who will be doing the asbestos abatement as outlined in this contract shall obtain and maintain such liability coverage for the asbestos abatement hazard and exposure with minimum limits of \$1,000,000 per occurrence for the duration of the project. The policy shall name the Bienville Parish Library Board of Control and all boards and commissions as an additional insured for the project. The policy shall be written on an "occurrence" form without a sunset clause. Claims-made coverage is unacceptable. The insurance company shall have an A.M. Best rating of at least A-:VI or better.

11.1.7 If, at any time, any of the said policies shall be or become unsatisfactory to the Owner, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Owner, the Contractor/Subcontractor shall

promptly obtain a new policy, submit the same to the Owner for approval and submit a certificate thereof as hereinabove provided.

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

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

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

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

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

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

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

11.1.8.5 If at any time any of the foregoing policies shall be or become unsatisfactory to the Owner, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Owner, the Contractor/Subcontractor shall, upon notice to that effect from the Owner, promptly obtain a new policy, submit the same to the Owner for approval and submit a certificate thereof as hereinabove provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Owner, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor/Subcontractor concerning indemnification. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

**11.1.9 SUBCONTRACTORS**

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

**11.1.10 CERTIFICATE OF INSURANCE**

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

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

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

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

## 11.2 INSURANCE REQUIREMENTS FOR CONTRACTORS

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

### 11.2.1 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

### 11.2.2 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

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

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

### 11.2.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

### 11.2.4 OTHER INSURANCE PROVISIONS

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

#### 11.2.4.1 General Liability and Automobile Liability Coverages

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

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

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

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

#### 11.2.4.2 Workers' Compensation and Employers' Liability Coverage

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

#### 11.2.4.3 All Coverages

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

### 11.2.5 ACCEPTABILITY OF INSURERS

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

### 11.2.6 VERIFICATION OF COVERAGE

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

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

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

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

## 11.3 PROPERTY INSURANCE

Delete all Subparagraphs 11.3.1 through 11.3.10 and substitute the following:

- 11.3.1 The General Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto. The general contractor's policy shall provide "ALL RISK" Builder's Risk insurance (extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) The "All Risk" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed 10% of the cost of those repair and/or replacements.

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

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



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

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

#### 11.4 PERFORMANCE AND PAYMENT BOND

Add the following Subparagraph 11.4.3:

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

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

### ARTICLE 12

#### UNCOVERING AND CORRECTION OF WORK

##### 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

### ARTICLE 13

#### MISCELLANEOUS PROVISIONS

##### 13.1 GOVERNING LAW

Delete all after the word "located"

##### 13.2 SUCCESSORS AND ASSIGNS

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

Delete paragraph 13.2.2.

##### 13.4 RIGHTS AND REMEDIES

Add the following clause 13.4.3.

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

##### 13.5 TESTS AND INSPECTIONS

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

"The Contractor shall make arrangements and pay all related costs for such tests, inspections and approvals with the a licensed, insured and bonded Testing Laboratory.

Delete the last sentence of Subparagraph 13.5.1.

13.6 INTEREST

Delete Paragraph 13.6.

13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

Delete clause 14.1.1.4.

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

14.2 TERMINATION BY THE OWNER FOR CAUSE

Add the following clause:

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

14.2.3 Add the following sentence:

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

14.2.5 Add the following Subparagraph:

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

ARTICLE 15

CLAIMS AND DISPUTES

15.1 CLAIMS

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

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

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

Delete paragraph 15.1.5.2 and substitute the following:

If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum.

15.1.5.3 Add the following Subparagraph:

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

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

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

*Note: Contract is on a calendar day basis.*

15.2 INITIAL DECISION

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

15.2.5 In the middle of the first sentence, delete all after the phrase "rejecting the Claim"  
In the second sentence, delete the phrase "and the Architect, if the Architect is not serving as the Initial Decision Maker".  
In the third sentence, delete all after "binding on the parties".

15.2.6 Delete paragraph.

15.2.6.1 Delete subparagraph.

15.3 MEDIATION

Delete Article 15.3.

15.4 ARBITRATION

Delete Article 15.4.

ARTICLE 16

Add the following as Article 16:

EQUAL OPPORTUNITY

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

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

## CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, hereinafter called the "Contractor", whose business address \_\_\_\_\_, and the Avoyelles Parish School Board, herein represented by the contracting officer executing this contract, herein called the "Owner".

Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants: consideration and agreement herein contained, agree as follows:

Statement of Work: The contractor shall furnish all labor and materials and perform all of the work required to renovate, repair and complete in a thorough and workman like manner:

**A New Future Farmers of America  
Conference Center  
In  
Mansura, Louisiana at Old River**

Architect's Project Number: **0225**

in strict accordance with Contract Documents prepared by:      Coco & Company  
Wayne Lawrence Coco, AIA, Architect,  
LLC  
PO Box 111 / 510 Main St.  
Simmesport, LA 71369

It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated **March 31, 2026**, Addenda number(s) \_\_\_\_\_ the Instruction to Bidders, Bid Form, General Conditions, Supplementary Conditions, any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full.

Time of Completion: The work shall be commenced on a date to be specified in a written order of the Owner "Notice to Proceed" and shall be completed within **270** consecutive calendar days from and after said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of **\$500.00** per day for each consecutive day for each calendar day which work is not complete beginning with the first day beyond the completion time.

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of \_\_\_\_\_ which sum represents the Base Bid, \_\_\_\_\_.

Performance and Payment Bond: To these presents personally came and intervened \_\_\_\_\_, a corporation organized and existing under the laws of the State of Louisiana, and duly authorized to transact business in the State of Louisiana, as Surety, who declared that having taken cognizance of this contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of \_\_\_\_\_. By issuance of this bond, the Surety acknowledges they are in compliance with R.S. 38:2219.

The condition of this performance and payment bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Owner, from all cost and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the contract and make said payment(s). Provided, that any alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the contract, or any other forbearance on the part of either the Owner of the extensions of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Contractor to the other shall not in any way release the Contractor or the Surety from the liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex national origin, veteran status, political affiliation, disabilities, or in accordance with EWE 92-7 because of an individual's sexual orientation.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts, each of which shall, without proof or accountancy for the counterparts, be deemed an original thereof.

WITNESSES:

Avoyelles Parish School Board  
OWNER

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Karen Tutor, Superintendent

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Officer, Owner - Partner

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
ATTORNEY IN FACT



STATE OF LOUISIANA  
PARISH OF Avoyelles

Architect's PROJECT NO. 0225

NAME: A New FFA Conference Center

LOCATION: Mansura at Old River Louisiana

## AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared \_\_\_\_\_ representing \_\_\_\_\_ who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

### PART I

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alterations or demolition of the public building or project were in the regular course of their duties for affiant.

### PART II

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

The affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the material are being supplied.

For the purpose of this section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That the affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
NOTARY

## RECOMMENDATION OF ACCEPTANCE

TO: Avoyelles Parish School Board  
Ray Carlock, Director of Buildings and Maintenance  
539 West Bon Tempt St.  
Marksville, LA 71351

FROM: COCO & COMPANY  
Wayne Lawrence Coco, AIA, Architect, LLC  
PO Box 111 / 510 Main St.  
Simmesport, Louisiana 71369

DATE: \_\_\_\_\_

PROJECT NAME & NUMBER: A New Future Farmers of America  
Conference Center  
Mansura, Louisiana at Old River  
Project # 0225

CONTRACTOR:

ORIGINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

FINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

FINAL BUILDING AREA (SQ. FEET) \_\_\_\_\_

I certify that, to the best of my knowledge and belief, this building is substantially complete in accordance with the Plans and Specifications to the point where it can be used for the purpose that it was intended. It is recommended that it be accepted.

DATE OF ACCEPTANCE: \_\_\_\_\_

CONTRACT DATE OF COMPLETION \_\_\_\_\_  
NUMBER OF DAYS (OVERRUN) (UNDERRUN) \_\_\_\_\_  
(As of Acceptance Date)

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT \$ \_\_\_\_\_

VALUE OF PUNCH LIST \$ \_\_\_\_\_  
(Attach Punch List)

Was part of project occupied prior to Acceptance?

PORTION OCCUPIED: *(Attach Beneficial Occupancy Forms)*

ROOF GUAR-MANUF: \_\_\_\_\_ START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

ROOFER: \_\_\_\_\_ START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

Signed: \_\_\_\_\_  
Architect

**NOT FOR RECORDATION PURPOSES**



## SCHEDULE OF VALUES

The Contractor is to use the following format. The total Contract Cost is to be itemized in each Subsection listed (as applicable).

	Quantity	Cost
DIVISION 1 - GENERAL REQUIREMENTS		
01000 General Requirements		
	TOTAL	
DIVISION 2 - SITE WORK		
02010 Subsurface Investigation		
02050 Demolition		
02100 Site Preparation		
02140 Dewatering		
02150 Shoring and Underpinning		
02200 Earthwork		
02350 Piles and Caissons		
02500 Paving and Surfacing		
02660 Water Distribution		
02700 Sewage and Drainage		
02800 Site Improvements		
02900 Landscaping		
	TOTAL	
DIVISION 3 - CONCRETE		
03100 Concrete Formwork		
03200 Concrete Reinforcement		
03250 Concrete Accessories		
03300 Cast-in-place Concrete		
03400 Precast Concrete		
03500 Cementitious Decks		
03700 Concrete Restoration and Cleaning		
	TOTAL	
DIVISION 4 - MASONRY		
04100 Mortar		
04150 Masonry Accessories		
04200 Unit Masonry		
	TOTAL	
DIVISION 5 - METALS		
05050 Metal Fastening		
05100 Structural Metal Framing		
05200 Metal Joists		
05300 Metal Decking		
05500 Metal Fabrications		
05580 Sheet Metal Fabrications		
05800 Expansion Control		
	TOTAL	
	Quantity	Cost
DIVISION 6 - WOOD PLASTICS		



06050 Fasteners and Adhesives		
06100 Rough Carpentry		
06130 Heavy Timber Construction		
06170 Prefabricated Structural Wood		
06200 Finish Carpentry		
06400 Architectural Woodwork		
06600 Plastic Fabrication		
	TOTAL	

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07100 Waterproofing		
07150 Dampproofing		
07190 Vapor and Air Retarders		
07200 Insulation		
07250 Fireproofing		
07300 Shingles and Roofing Tiles		
07400 Preformed Roofing and Cladding/ Siding		
07500 Membrane Roofing		
07570 Traffic Topping		
07600 Flashing and Sheet Metal		
07700 Roof Specialties and Accessories		
07900 Joint Sealers		
	TOTAL	

DIVISION 8 - DOORS AND WINDOWS

08100 Metal Doors and Frames		
08200 Wood and Plastic Doors		
08300 Special Doors		
08400 Entrances and Storefronts		
08500 Metal Windows		
08600 Wood and Plastic Windows		
08650 Special Windows		
08700 Hardware		
08800 Glazing		
08900 Glazed Curtain Walls		
	TOTAL	

DIVISION 9 - FINISHES

09220 Portland Cement Plaster		
09250 Gypsum Board		
09300 Tile		
09400 Terrazzo		
09500 Acoustical Treatment		
09540 Special Surfaces		
09550 Wood Flooring		
09600 Stone Flooring		
09630 Unit Masonry Flooring		
09650 Resilient Flooring		
09680 Carpet		
09700 Special Flooring		
	SUB-TOTAL	
	Quantity	Cost

DIVISION 9 - FINISHES (CONTINUED)

09780 Floor Treatment		
09800 Special Coatings		
09900 Painting		
09950 Wall Coverings		
	TOTAL	

DIVISION 10 - SPECIALTIES

10100 Chalkboards and Tackboards		
10150 Compartments and Cubicles		
10240 Grilles and Screens		
10260 Wall and Corner Guards		
10270 Access Flooring		
10400 Identifying Devices		
10500 Lockers		
10520 Fire Protection Specialties		
10650 Operable Partitions		
10670 Storage Shelving		
10800 Toilet and Bath Accessories		
	TOTAL	

DIVISION 11 - EQUIPMENT

11020 Security and Vault Equipment		
11050 Library Equipment		
11060 Theater and Stage Equipment		
11110 Commercial Laundry and Dry Cleaning Equipment		
11130 Audio-Visual Equipment		
11190 Detention Equipment		
11200 Water Supply and Treatment Center		
11300 Fluid Waste Treatment and Disposal Equipment		
11400 Food Service Equipment		
11460 Unit Kitchens		
11470 Darkroom Equipment		
11480 Athletic, Recreational and Therapeutic Equipment		
11600 Laboratory Equipment		
11700 Medical Equipment		
	TOTAL	

DIVISION 12 - FURNISHINGS

12300 Manufactured Casework		
12500 Window Treatment		
12600 Furniture and Accessories		
	TOTAL	

DIVISION 13 - SPECIAL CONSTRUCTION

13090 Radiation Protection		
13120 Pre-engineered Structures		
13150 Pools		
13180 Site Construction Incinerators		
13800 Building Automation Systems		
13900 Fire Suppression and Supervisory Systems		
	TOTAL	

	Quantity	Cost
DIVISION 14 - CONVEYING SYSTEMS		
14200 Elevators	_____	_____
14400 Lifts	_____	_____
14600 Hoists and Cranes	_____	_____
14800 Scaffolding	_____	_____
	TOTAL	_____
DIVISION 15 - MECHANICAL		
15250 Mechanical Insulation	_____	_____
15300 Fire Protection	_____	_____
15400 Plumbing	_____	_____
15500 Heating, Ventilating, and Air Conditioning	_____	_____
15950 Controls	_____	_____
	TOTAL	_____
DIVISION 16 - ELECTRICAL		
16300 High Voltage Distribution (Above 600-Volt)	_____	_____
16400 Service and Distribution (600-Volt and Below)	_____	_____
16500 Lighting	_____	_____
16600 Special Systems	_____	_____
16700 Communications	_____	_____
	TOTAL	_____
	GRAND TOTAL	_____

NOTE - Grand Total should be equal to Contract Amount.

## CHANGE ORDER

CHANGE ORDER NO: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_

PROJECT NAME AND NUMBER:

CONTRACTOR:

You are directed to make the following change in this contract: (*attach itemized breakdown*). Also please give brief description of change here.

The Original Contract Sum	\$ _____
Net Change by Previous Change Order(s)	_____
Contract Sum Prior to this Change Order	_____
Contract Sum, will be (increased) (decreased)	_____
(unchanged) by this Change Order	_____
New Contract Sum, including this Change Order	_____
Contract Time will be (increased) (decreased)	_____
(unchanged) by this Change Order	_____ DAYS
Revised Contract Completion Date	_____
Added Building Area	_____ (Sq. Ft.)

**NOTE:** No additional increase in time or money will be considered for a Change Order item after it has been reviewed and ruled on.

### RECOMMENDED

Coco & Company  
Wayne Lawrence Coco, AIA,  
Architect, LLC  
PO Box 111 / 510 Main St.  
Simmesport, Louisiana 71369

### ACCEPTED

Contractor's Name  
Address

### APPROVED

Ray Carlock, Director  
Building & Maintenance  
Avoyelles Parish School Board  
539 West Bon Tempt St.  
Marksville, LA 71351

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**PROJECT STATUS REPORT**

**A New Future Farmers of America  
Conference Center  
Mansura, Louisiana at Old River**

TIME PERIOD: \_\_\_\_\_to\_\_\_\_\_

PROJECT NAME: A New Future Farmers of America  
Conference Center  
Marksville, Louisiana 71351

Architect's Project No. **0225**

ADDRESS: 1135 Old River Road  
Mansura, Louisiana 71350

PROJECT COST PLUS CHANGES: \_\_\_\_\_

ESTIMATED WORK PERFORMED  
PLUS STORED MATERIALS: \_\_\_\_\_

COMPLETION DATE OF CONSTRUCTION  
PLUS EXTENSION: \_\_\_\_\_

CONTRACT COMPLETION TIME: \_\_\_\_\_ CALENDAR DAYS

TIME EXTENSIONS: \_\_\_\_\_ CALENDAR DAYS

**TOTALS:** \_\_\_\_\_ CALENDAR DAYS

PERCENTAGE OF TIME ELAPSED: \_\_\_\_\_ %

PERCENTAGE OF ESTIMATED WORK PERFORMED  
PLUS STORED MATERIALS: \_\_\_\_\_ %



**BENEFICIAL OCCUPANCY**

PROJECT NAME & NUMBER:  
A New Future Farmers of America  
Conference Center  
Mansura, Louisiana at Old River  
  
Project # 05225

CONTRACTOR:

The below described portion of subject project is, to the best of my knowledge and belief, complete to a point where the User desires to use in accordance with the Contract Documents.

DATE OCCUPIED: \_\_\_\_\_

WARRANTY items covered by Occupancy:

_____ Designer	_____ Date
_____ Contractor	_____ Date

Punch List:      Attached: \_\_\_\_\_  
                     None:        \_\_\_\_\_

**NOT FOR RECORDATION PURPOSES**





**Designation of Construction Contractor as  
Agent of a Governmental Entity  
and Exemption Certificate**

\_\_\_\_\_, an agency of the  
Legal name of Governmental Entity  
United States government, or an agency, board, commission, or instrumentality of the State of Louisiana or its political subdivisions, including parishes, municipalities and school boards, does hereby designate the following contractor as its agent for the purpose of making sales tax exempt purchases on behalf of the governmental body:

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, ZIP

This designation of agency shall be effective for purchases of component construction materials, taxable services and leases and rentals of tangible personal property for the following named construction project:

\_\_\_\_\_

This designation and acceptance of agency is effective for the period \_\_\_\_\_, through \_\_\_\_\_.

Purchases for the named project during this period by the designated contractor shall be considered as the legal equivalent of purchases directly by the governmental body. Any materials purchased by this agent shall immediately, upon the vendor's delivery to the agent, become the property of this government entity. This government entity, as principal, assumes direct liability to the vendor for the payment of any property, services, leases, or rentals made by this designated agent. This agreement does not void or supersede the obligations of any party created under any construction contract related to this project, including specifically any contractual obligation of the construction contractor to submit payment to the vendors of materials or services for the project.

This contractor-agent is not authorized to delegate this purchasing agency to others; separate designations of agency by this governmental entity are required for each contractor or sub-contractor who is to purchase on behalf of this governmental entity. The undersigned hereby certify that this designation is the entirety of the agency designation agreement between them. In order for a purchase for an eligible governmental entity through a designated agent to be eligible for sales tax exemption, the designation of agency must be made, accepted, and disclosed to the vendor before or at the time of the purchase transaction.

**Designation of Agency**

\_\_\_\_\_  
Signature of Authorized Designator, Date

\_\_\_\_\_  
Name of Authorized Designator

\_\_\_\_\_  
Name of Governmental Entity

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, ZIP

**Acceptance of Agency**

\_\_\_\_\_  
Signature of Contractor or Subcontractor Authorized Acceptor, Date

\_\_\_\_\_  
Name of Contractor's or Subcontractor's Acceptor

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, ZIP

This designation of agency form, when properly executed by both the contractor and the governmental entity, shall serve as evidence of the sales tax exempt status that has been conferred onto the contractor. No other exemption certificate form is necessary to claim exemption from sales taxes.







# Geotechnical Testing Laboratory, Inc.

Engineering and Construction Materials Testing Services

September 3, 2025

**Avoyelles Parish School Board**

221 Tunica Drive West  
Marksville, Louisiana 71351  
Attention: Mr. Ray Carlock

**Coco & Company**

P.O. Box 111  
Simmesport, Louisiana 71369  
Attention: Mr. Wayne L. Coco Architect, AIA

**RE: Geotechnical Investigation Services  
FFA Camp and Conference Center  
1135 Old River Road  
Mansura, Avoyelles Parish, Louisiana  
Report Number 08-25-087**

Dear Mr. Carlock:

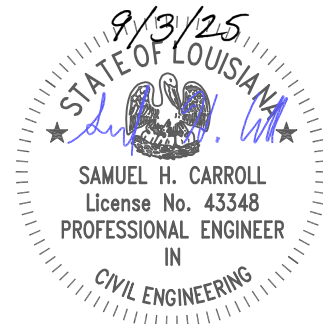
**Geotechnical Testing Laboratory, Inc.** is pleased to submit this report of subsurface exploration for the above referenced project. Included in the report are the results of the exploration and recommendations concerning the design and construction of the foundations as well as general site development.

We appreciate the opportunity to have provided you with our geotechnical engineering services. If you have any questions concerning this report, or if we may be of further service, please contact our office.

Respectfully submitted,  
**Geotechnical Testing Laboratory, Inc.**

Samuel H. Carroll, P.E.  
Louisiana Registration No. 43348

Ken Gorsha  
President



SHC/kg



Geotechnical Investigation Services  
**FFA Camp and Conference Center**  
1135 Old River Road  
Mansura, Avoyelles Parish, Louisiana  
Report Number 08-25-087

Prepared For:

**Avoyelles Parish School Board**  
221 Tunica Drive West  
Marksville, Louisiana 71351

**Coco & Company**  
P.O. Box 111  
Simmesport, Louisiana 71369

Prepared By:

**Geotechnical Testing Laboratory, Inc.**  
226 Parkwood Drive  
Alexandria, Louisiana 71301

©September 2025

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## **APPENDICES**

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Geotechnical Investigation Services  
**FFA Camp and Conference Center**  
1135 Old River Road  
Mansura, Avoyelles Parish, Louisiana  
Report Number 08-25-087

**Introduction:**

This report transmits the findings of a geotechnical investigation performed for the above-referenced project. The purpose of this investigation was to define and evaluate the general subsurface conditions in the immediate vicinity of a proposed new facility. Specifically, the study was planned to determine the following:

- Subsurface stratigraphy within the limits of our exploratory borings.
- Classification, strength, and compressibility characteristics of the foundation strata.
- Suitable foundation systems and allowable soil bearing pressures.
- Construction requirements for the placement of select earth fills.
- Recommendations for rigid and flexible pavement sections for unspecified traffic.

The purpose of this report is to provide the architect, structural engineer, civil engineer, and other design team professionals with recommendations for the design and construction of the proposed project. This report should not be used by the contractor in lieu of project plans or specifications.

**Project Authorization:**

Formal authorization to perform the work was provided by Mr. Ray Carlock with the Avoyelles Parish School Board (Client), by accepting our June 6, 2025 written proposal. Written authorization to proceed was provided in an electronic mail on June 17, 2025. Field procedures were delayed until the site was cleared and the borings staked, and were conducted on August 28, 2025. To accomplish the intended purposes, a three-phase study program was conducted which included:

- a field investigation consisting of six exploratory test borings with samples obtained at selected intervals;
- a lab testing program designed to evaluate the expansive and strength characteristics of the subsurface soils; and,
- an engineering analysis of the field and laboratory test data for foundation design recommendations.

No additional analysis was requested. A brief description of the field and laboratory test procedures are provided in the Appendix.

**Project Description:**

We understand the project will consist of a one-story, slab-on-grade, wood-framed structure with associated pavements. A common floor level is planned throughout. No below grade walls are anticipated.

For the purpose of this report, we have assumed that maximum column loads will not exceed approximately 25 kips (1 kip = 1,000 pounds), and that maximum continuous wall loads will be approximately one (1) to two (2) kips per linear foot. Based on the existing site topography, it appears that the building pad area will receive a fill of approximately 12 to 18 inches to reach



the design grades. If larger grade changes are anticipated, these should be discussed with our geotechnical engineer prior to finalizing design.

If any of this information should change significantly or be in error, it should be brought to our attention so that we may review recommendations made in this report.

### **Site Conditions:**

The project site is at physical address 1135 Old River Road in Mansura, Avoyelles Parish, Louisiana. The site was noted to be relatively level with estimated maximum elevation differences of no more than one (1) to two (2) feet, and was vegetated with weeds, grass, and timber at the time of drilling. The drilling rig experienced no difficulty moving about the site.

### **Subsurface Stratigraphy:**

The subsurface conditions at the proposed building site were explored by drilling a total of two (2) borings to a depth of approximately 20 feet. Additionally, the parking and drive areas were explored by drilling four (4) borings to a depth of approximately five (5) feet. The borings were located in the field by the drilling crew as shown on the Plan of Borings included in the Appendix of this report.

The stratification of the soils encountered during field drilling operations is presented on the boring logs in the Appendix. The stratification of the subsurface materials shown on the boring logs represents the subsurface conditions encountered at the actual boring locations and variations may occur across the site. The lines of demarcation represent the approximate boundary between the soil types, but the actual transition may be gradual. The following subsurface descriptions are of a generalized nature to highlight the major stratification features. The boring logs should be reviewed for more detailed information.

In order of increasing depth, the borings generally encountered the following soil strata beneath the surface: silty sand (SM), lean clay (CL), fat clay (CH) and lean to fat clay (CL-CH).

### **Groundwater Conditions:**

Seepage was observed at depths of 15 and 17 feet during advancement of the test borings. Groundwater was measured at depths of 15 to 16 feet below existing ground surface upon completion of the borings. These levels are not expected to impact shallow excavations during construction, but the subsurface water regime is always subject to change with variations in climatic conditions and will likely coincide with seasonal fluctuations. Future construction activities may also alter the surface and/or subsurface drainage patterns of this site. Therefore, groundwater conditions should be explored at the start of construction by others due to short-term observations by our field crew.

Perched water may be briefly encountered in low quantities during earthwork and is typically due to storage of recent rainfall or by a barrier to capillary evaporation. Where perched water is encountered the contractor should expect to excavate gravity drainage ditches to divert it away from the construction area. The depth of the ditches should be at least two (2) to three (3) feet deeper than the lowest exterior footing elevation. Additionally, soft, wet and pumpable soils can be expected below perched water tables. In structural areas, these should be removed to firm ground and replaced with select fill soils compacted to project specifications as defined later in this report.

**Foundation Recommendations:**

Detailed information on structural systems and planned grading was not available to us at the time this report was prepared. Based on the size and type of structure, as well as the findings from this investigation, a system of shallow footings with an on-grade floor slab, in conjunction with the recommended subgrade preparation is believed to be the most practical and economical means of support.

A Potential Vertical Rise (PVR) value of less than one (1) inch was determined for this site. One (1) inch of PVR is generally accepted as the maximum allowable value for design and construction in the geographical area. The surficial soils encountered by the borings are considered to be moderately expansive. There should be no requirement for the removal of swelling soils at this site.

Positive drainage away from the structure should be provided at all times, including during construction. If positive drainage is not provided, water will pond around or below the building and excessive total and differential movements may occur. Proper surface drainage should be maintained, and landscape irrigation systems should be located and operated in a manner to minimize wetting of building foundations. After installation, the irrigation system should be pressure tested and any leaks repaired.

**Foundation Subgrade Preparation:**

To prepare for foundation and soil supported floor slab construction, we recommend that all topsoil, vegetation, roots, and any soft soils in the building area be stripped from the site and either properly disposed or stockpiled for later use in landscaping. Utilities should be located and rerouted as necessary.

Any trees or tree stumps located within the building pad should be grubbed and removed. The diameter of the excavation should be at least three (3) feet larger than the tree diameter and dry soils and roots ½ inch in diameter or greater should be grubbed to a minimum depth of four (4) feet below finished subgrade elevation. The resulting depression should be backfilled and compacted as recommended in the Select Fill Section of this report.

To remediate the variable soil conditions in the surficial zone and provide a consistent subgrade for slab support, GTL recommends that a uniform layer of density-approved select fill be provided beneath the floor slab. After stripping the site, the building pad should be cut to an elevation which allows the placement of at least two (2) feet of density-approved select fill below the final subgrade elevation for the floor slab. The select fill building pad should extend at least five (5) feet beyond the edge of the building.

After stripping and undercutting as required herein, the building area should be proof-rolled with a heavy, loaded pneumatic-tired vehicle such as a 20 to 25 ton loaded dump truck. It is recommended that all areas beneath the floor slab be proof-rolled to identify loose or soft soils. All proof-rolling and undercutting activities should be witnessed by GTL or authorized representative and should be performed during a period of dry weather. Any weak areas which yield under the proof-roll, or any areas with a tendency to pump should be mitigated. Such mitigation may include over-excavation and backfilling, reprocessing to remove moisture, modification with lime or cement admixture, or using geotextiles. In the event such mitigation is required, the geotechnical engineer should be contacted to design an appropriate procedure.

After proof-rolling but prior to placing fill, the exposed soils should be scarified and then processed to a moisture content between one (1) percentage point below and three (3) percentage points above the Standard Proctor optimum. The subgrade soils should be re-

compacted to a dry density of at least 95 percent of the Standard Proctor (ASTM D-698) maximum dry density for a depth of at least eight (8) inches below the surface.

**Select Fill:**

After the subgrade has been prepared and inspected, fill placement may begin. Select fill material should be free of organic or other deleterious materials, homogeneous mixture, have a maximum particle size of three (3) inches, have a liquid limit less than 40 and plasticity index between 8 and 20, and consist of silty-clayey sands (SM-SC), low plasticity sandy clays (CL), or clayey sands (SC) as defined by the Unified Soil Classification System. In addition to the above requirements, the material should have a minimum of 30 percent retained on the No. 200 sieve. Due to the high volume of material passing the No. 200 sieve, it appears that the on-site surficial soils do not meet the requirement for use as select fill on this project. If a fine-grained material is used for fill, very close moisture content control will be required to achieve the recommended degree of compaction.

Fill should be placed in maximum lifts of eight (8) inches of loose materials and should be compacted within the range of one (1) percentage point below to three (3) percentage points above the optimum moisture content value and a minimum of 95 percent of the maximum density as determined by the Standard Proctor (ASTM D-698) test. If water must be added, it should be uniformly applied and thoroughly mixed into the soil by disking or scarifying.

Each lift of compacted soil should be tested and inspected by the soils engineer or his representative prior to placement of subsequent lifts. As a guideline, it is recommended that field density tests be taken at a frequency of not less than one (1) test per 2,500 square feet of surface area per lift or a minimum of four (4) per lift for each tested area for the building.

The fill can be used to elevate the building pad so that positive drainage is provided away from the building. Where feasible, elevating the building pad with fill is generally desirable because this aids in providing positive drainage away from the floor slab and foundations and helps prevent water from collecting in the filled area.

**Shallow Footings:**

Perimeter footings should bear at a minimum nominal depth of 24 inches below the planned finished floor elevation or 18 inches below exterior adjacent grade, whichever is deeper. Spread footings for columns and strip footings for walls may be designed for a maximum net allowable soil bearing pressure of 2,000 psf and 1,500 psf, respectively, based on dead load plus design live load. Minimum foundation widths for column and strip footings should be 24 inches and 14 inches, respectively, even if the bearing pressures are less than the recommended values.

The factor of safety for the above bearing values is 3.0. Total settlement is estimated to be on the order of one (1) inch or less for foundation units designed in accordance with recommendations provided herein. Differential settlements are estimated to be on the order of ½ inch or less. Approximately half of this settlement is expected to occur during construction. The remaining long-term settlement of ½ inch (¼ occurring differentially) should be tolerable.

All foundation excavations should be inspected by GTL or an authorized representative prior to steel and concrete placement to assess whether the foundation materials appear consistent with the boring logs. Soft or loose soil zones encountered at the bottom of the footing excavations should be removed and the cavity should be backfilled with compacted select fill, flowable grout fill, crushed stone flexible base, concrete, or other approved material and placement control.

**Floor Slab and Grade Beams:**

Construction of select fill as specified herein beneath the building should result in the development of a modulus of subgrade reaction ( $k_s$ ) to range between 125 and 150 pounds per cubic inch based upon empirical equations that estimate the results of a plate load test.

Utilities which project through the slab on grade should be designed with either some degree of flexibility or with sleeves. Such design features will help reduce damage to utility lines if vertical movements occur.

The floor slab may be placed monolithically with the grade beams, or designed and constructed as a floating slab where an isolation joint separates the floor slab from all grade beams and columns. In the former case, a crack or hinge joint may develop in the slab parallel to the exterior grade beams. The floor system type should be selected and designed by the structural engineer after considering the advantages and disadvantages of each.

**Membrane Under Slab:**

The decision as to whether a synthetic membrane (polyethylene or HDPE sheeting, etc.) is required below the slab should be made by the architect and structural engineer based on planned floor coverings, proximity of groundwater, planned site grading and drainage patterns, tolerance for curling, local custom, weather conditions at the time of construction, and other pertinent considerations.

**Seismicity:**

Based on Section 1613 of the IBC-2015, a Site Class of D has been estimated for this site due to the lack of subsurface information to a depth of 100 feet. According to the USGS website for Seismic Hazard Design Parameters, the project site has a mapped 0.2 second spectral response acceleration ( $S_s$ ) of 0.107 g. The project also has a mapped 1.0 second spectral response acceleration ( $S_1$ ) of 0.061. The design spectral response accelerations,  $S_{DS}$  and  $S_{D1}$ , were determined to be 0.114 g and 0.097 g, respectively. Based on Tables 1613.3.5(1) and 1613.3.5(2), the site has an assigned Seismic Design Category of B for structures classified as Risk Categories I, II, and III. For structures classified as Risk Category IV, site has an assigned Seismic Design Category of C.

**Pavement Recommendations:**

Our scope of services did not include extensive sampling and CBR testing of existing subgrade or potential sources of imported base material for the specific purpose of a detailed pavement analysis. Instead, we have assumed pavement related design parameters that are considered to be typical for the area soil types. We assume that the constructed pavement subgrade will consist of well compacted soils. Based on experience, it is anticipated that the compacted native subgrade will yield a California Bearing Ratio (CBR) of at least 5.0.

The satisfactory performance of pavements for parking and drive areas depends upon several factors including the characteristics of the supporting soil, the magnitude and frequency of wheel load applications, quality of construction materials, the contractor's placement and workmanship abilities, good drainage, and the desired period of design life.

The general pavement design information presented in this report is based on subsurface conditions inferred by the test borings, information published by The Asphalt Institute, the American Cement Association, and past experience in the locale. The published information was utilized in conjunction with the available field and laboratory test data to develop general pavement designs based on the AASHTO structural numbering system.

Pavements to be utilized by light vehicular traffic may be either flexible or rigid pavement sections supported on well-compacted subgrade or select fill. However, Portland cement concrete pavements should be utilized where large loads (i.e., waste disposal containers, etc.) are located. Both flexible and rigid pavement sections have been designed using general engineering design criteria referenced above.

### **Traffic and Design Data:**

Commercial pavement sections presented herein are based upon minimum material thickness as recommended by the Asphalt Institute and the American Cement Association. These sections are not based upon anticipated traffic loads as these were not available at the time this report was prepared. If traffic in excess of normal light to moderate duty traffic is anticipated (i.e., heavy trucks, medium duty loaded trucks, high automobile traffic, etc.), GTL should be contacted for additional recommendations.

**The information for the design of the pavement system(s) is presented below. All referenced sections are in accordance with the State of Louisiana, Department of Transportation and Development, Standard Specifications for Roads and Bridges, 2016 Edition.**

### **Recommended Pavement Sections:**

The table below presents a summary of both rigid and flexible pavement sections for light and moderate-duty applications. It should be noted that the pavement sections as presented below are minimums. If it is desired to reduce potential cracking, greater thickness of select fill and/or greater pavement section thickness could be utilized. In addition, long term pavement performance requires good drainage and performance of periodic maintenance activities.

<b>MINIMUM PAVEMENT RECOMMENDATIONS *</b>		
<b>Pavement Type</b>	<b>Light Duty (Parking Stalls)</b>	<b>Moderate Duty (Entries &amp; Drives)</b>
Portland Cement Concrete	5.0" Portland Cement Concrete 8.0" of Select Soils OR 8.0" of Lime Treated Soils	6.0" Portland Cement Concrete 8.0" of Select Soils OR 8.0" of Lime Treated Soils
Asphalt Crushed Stone Base	2.0" Asphalt Surfacing 6.0" Base Course Aggregate 8.0" Density Approved Subgrade	3.0" Asphalt Surfacing 8.0" Base Course Aggregate 8.0" Density Approved Subgrade
Asphalt Over Cement Stabilized Subgrade	2.0" Asphalt Surfacing 8.0" Density Approved Lime and/or Cement-Stabilized Soil	3.0" Asphalt Surfacing 8.0" Density Approved Lime and/or Cement-Stabilized Soil
*Materials should meet general requirements of the Louisiana DOTD Standard Specifications for Construction of Roads & Bridges, and specific requirements listed herein.		

Concrete thickness at trash receptacles should be a minimum of seven (7) inches. All paving recommendations are based on stable subgrade. Subgrade areas which are unstable should be over-excavated and replaced, or otherwise rendered stable prior to proceeding with placement of the base material.

### **Subgrade:**

It is paramount to the satisfactory performance of pavements that the subgrade be stable under loads and compacted prior to deployment of flexible base or concrete. All pavement subgrade should be proof rolled prior to beginning placement of pavement section materials. Stable subgrade is especially critical to the successful performance of flexible pavement sections.

Bulk samples of the anticipated subgrade were subjected to standard laboratory tests to determine its usability beneath flexible and Portland cement concrete pavements. The results of those tests indicate the existing materials are Unusable beneath each pavement type. Hydrometer analyses results can be viewed on the applicable Log of Borings included in the Appendix of this report.

#### **Stabilized Soils Beneath Flexible Pavements:**

The existing soils should be undercut to allow for the placement of at least eight (8) inches of Soils that can be stabilized with cement in accordance with DOTD TR432. Such materials are found in section 301.01.1 and classified as A-1-a, A-1-b, A-2-4, A-2-6, A-4 and A-6 in accordance with DOTD TR423. Soil with a Plasticity Index (PI) of greater than 20, or an organic content greater than two (2) percent should not be used. Soil with over 79 percent sand or 60 percent silt when tested in accordance with DOTD TR407 should not be used. Blending to meet any of these requirements is not allowed. If the pavement areas require importation of several feet of fill to reach the design grades, then Usable Soils defined later in this report, may be placed and compacted up to within 12 inches of finish soil grade.

The in-place cement stabilized base course should be constructed and tested in accordance with Section 302. A minimum of eight (8) percent by volume of Portland cement should be utilized unless laboratory tests indicate that a greater or lesser percentage is required to achieve a minimum of 300 psi in seven (7) days. In no case should the less than six (6) percent by volume of cement be used to stabilize the base. Pulverization should be maintained in accordance with Subsection 303.04 throughout the treatment process. Eight (8) percent by volume of Portland cement is 5.64 pounds per square yard per inch of compacted thickness or 45.12 pounds per square yard for the full stabilized depth.

The treated materials should be compacted at a moisture content at or near the optimum value as defined by DOTD TR 418 Method A (ASTM D-698). Compaction should be at least 95 percent of the maximum dry density defined by this standard. The required moisture content and density of the compacted material should be maintained until construction is complete. As a guideline, it is recommended that field density tests be taken at a frequency of not less than one (1) test per 5,000 square feet of surface area.

#### **Lime Treated Soils Beneath Flexible Pavements:**

In lieu of removal, the existing soils may be treated with hydrated lime. Prior to the addition of cement, grade the existing soils to allow for a Type B Lime Treatment in accordance with Section 304. Incorporate a minimum of eight (8) percent by volume of hydrated lime into the top nine (9) inches existing subgrade which is approximately 18 pounds per square yard for the full depth of treatment. If time permits, a lesser percentage of lime may be determined in accordance with DOTD TR 416.

Incorporate lime in the following sequence: Spread lime in one application; initially mix with water; seal and mellow (age) for at least 48 hours; final mixing including pulverization and density control. After lime treatment, the treated soil should have a maximum Liquid Limit of 40 and a maximum Plasticity Index of 10. The compaction and frequency of testing mentioned above should be followed.

#### **Asphalt Curing Membrane:**

Upon completion of intermediate finishing, immediately protect the base course against drying by applying an asphalt curing membrane in accordance with Section 506. Asphalt for the curing membrane should be an emulsified asphalt or an emulsified petroleum resin (EPR-1) complying with Section 1002. Water should comply with Section 1018.01.



**Shrinkage Cracking:**

Performance evaluations of soil cement mixtures have repeatedly found that the major problem with the process is not strength or durability but shrinkage cracking. The shrinkage of cement treated materials results from the loss of water by drying and from self-desiccation during the hydration of the cement. The factors which influence the severity and amount of cracking may include the amount of cement used, the water content used in the field, the aggregate properties, the adequacy of the curing procedures, weather conditions, the degree of subgrade restraint on the base, and the type and time of placement of the final surfacing.

Shrinkage cracks can result in reflective cracks propagating through the asphaltic wearing course relatively soon after installation since soil-cement mixtures typically generate tensile strengths equal to approximately 20 percent of the compressive strength of the mixture. Consequently, additional cracking may occur from subbase stresses, poor drainage or slope failures. These cracks are aesthetically unsightly and invariably permit water intrusion of the soil subgrade. This intrusion invariably results in higher maintenance costs and reduces overall pavement life if the cracks are not sealed once they appear and exceed approximately 1/8 inch in width.

Generally, crack propagation may be significantly reduced by delaying placement of the hot-mixed asphalt (HMA) surface. This concept could involve placing a chip seal on the cured section and the final HMA surface two to four months later.

As an option, the owner or contractor may consider micro-cracking (or pre-cracking) the cement-treated soils. This process consists of making a maximum of four passes of a steel wheel vibratory roller applied two to four days after finishing. The goal of micro-cracking is to form a network of fine cracks and prevent wider, more severe cracks from forming.

**Base Course Aggregates Beneath Flexible Pavements:**

Base Course Aggregates should consist of 100 percent stone meeting the gradation and plasticity requirements of Item 1003.03.1, and Recycled Portland Cement Concrete should consist of crushed Portland cement concrete meeting the gradation and plasticity requirements of Item 1003.03.2. The materials should be compacted to 95 percent of the maximum density defined by the Modified Proctor (DOTD TR418, Method G).

After undercutting, the area should be proof-rolled with a heavy, loaded pneumatic-tired vehicle such as a 20 to 25 ton loaded dump truck. It is recommended that all undercut areas be proof-rolled to identify loose or soft soils. All proof-rolling and undercutting activities should be witnessed by GTL or authorized representative and should be performed during a period of dry weather. Any weak areas which yield under the proof-roll, or any areas with a tendency to pump should be mitigated. Such mitigation may include over-excavation and backfilling, reprocessing to remove moisture, modification with lime or cement admixture, or using geotextiles. In the event such mitigation is required, the geotechnical engineer should be contacted to design an appropriate procedure.

After proof-rolling but prior to placing the aggregate, the exposed soils should be compacted within the range of one (1) percentage point below to three (3) percentage points above the optimum moisture content value and a minimum of 95 percent of the maximum density as determined by the Standard Proctor test DOTD TR 418 Method A (ASTM D-698). As a guideline, it is recommended that field density tests be taken at a frequency of not less than one (1) test per 5,000 square feet of surface area per lift or a minimum of four (4) per lift for each tested area for the pavement.

Prior to the addition of the stone, consideration could be given to placing an optional layer of Tensar TriAx TX 140 or approved equal on top of the compacted subgrade. If installed in accordance with manufacturers recommendations, this product will add stiffness and rigidity below the stone, and will greatly reduce subgrade fatigue and prevent potholing.

**Asphaltic Concrete Surfacing:**

The asphaltic concrete mixture should be furnished and constructed in accordance with Section 502. Field density results should be based on the Theoretical Maximum Specific Gravity in accordance with DOTD TR 327. Minimum density requirements should be a minimum of 90.0 percent for shoulders and 92.0 percent for Travel Lane Wearing, Binder and Base Courses. Placement and processes should follow the general guidelines set forth in Sections 502 and 503.

**Select Soils Beneath Rigid Pavements:**

The existing soils should be undercut to allow for the placement of at least eight (8) inches of Select Soils having a maximum liquid limit (LL) of 35, a plasticity index ranging from non-plastic to 15, and a maximum organic content of five (5) percent. Soils with a silt content of 50 percent or greater will not be allowed. An approved laboratory should test and classify the soil in accordance with DOTD TR423 from samples taken in the original locations or from designated sources. Soils which do not meet Liquid Limit or PI requirements should not be blended to reduce the Liquid Limit or PI.

**Lime Treated Soils Beneath Rigid Pavements:**

In lieu of removal, the existing soils may be treated with hydrated lime. Prior to the addition of cement, grade the existing soils to allow for a Type B Lime Treatment in accordance with Section 304. Incorporate a minimum of eight (8) percent by volume of hydrated lime into the top eight (8) inches existing subgrade which is approximately 17-pounds per square yard for the full depth of treatment.

**Portland Cement Concrete:**

Portland cement concrete for all entrances and drives should be a Type B or D Pavement in accordance with the general guidelines set forth in Table 901-3 of Section 901.11. The mixture should achieve a minimum compressive strength of 3,500 psi at 28 days, and be designed with an air content between two (2) and seven (7) percent. Hot and cold weather limitation should be followed. The design of steel reinforcement should be in accordance with local or accepted codes.

Proper finishing of concrete pavement requires appropriate construction joints to reduce the potential for cracking. Construction joints (weakened planes) should be designed in accordance with current Portland Cement Association guidelines. It is recommended that such weakened plane joints be spaced no more than 15' c-c, or as specified by the structural engineer. The depth of such joints should be 1/3 of the pavement thickness. The joints should be cut as soon as the concrete will support the machinery. Joints should be sealed to reduce the potential for water infiltration into pavement joints and subsequent infiltration into the supporting soils.

**Construction Considerations:**

Excessive movement should not occur if customary measures are taken to minimize moisture variations beneath the structure to preclude loss of shear strength of foundation soils. Proper surface drainage should be maintained, and landscape irrigation systems should be located and operated in a manner to minimize wetting of building foundations. Positive drainage away from

the building should be provided at all times, including during construction. If positive drainage is not provided, water will pond around or below the building and excessive total and differential movements may occur.

### **Secondary Design Considerations:**

The following information has been assimilated after examination of numerous problems dealing with soil strata throughout Louisiana. It is presented here for implementation by others. If these features are not incorporated, then performance of the structure may be "**at-risk**".

1. Roof drainage should be **routed via pipe or a hard surface at least 5 feet from the structure.**
2. The **depth of frost penetration** in the vicinity of the project site is estimated to be approximately six inches.
3. Pavements, sidewalks, and the general ground surface should be sloped away from the structure on all sides. Water must not be allowed to pond within 5 feet of the building.
4. Backfill for utility lines should be compacted to at least 95 percent of the standard compaction test (ASTM D-698).
5. Surficial soils of the type encountered at this site are subject to erosion. Therefore, unpaved areas should be protected from erosion by the establishment of a good vegetation cover.
6. Clayey fill has been specified for select fill to reduce the potential migration of water beneath the proposed establishment. Drainage details must focus on routing water away from the structure. Excessive water intrusion can produce undesirable latent vertical movement.
7. Landscaping elements, including irrigation systems must not be allowed to introduce excess water to the structure subgrade. Monitor irrigation controls frequently and adjust to avoid over-watering of plants positioned in close proximity to the structure.

### **Safety Considerations:**

Prior to the commencement of construction, the owner and the contractor should make themselves aware of and become familiar with applicable local, state, and federal safety regulations, including the current Occupational Safety and Health Association (OSHA) Excavation and Trench Safety Standards. Construction site safety generally is the sole responsibility of the contractor, who shall also be solely responsible for the means, methods, and sequencing of construction operations. We are providing this information solely as a service to our client. Under no circumstances should the information provided herein be construed that GTL is assuming responsibility for construction site safety of the contractor's activities. Such responsibility is not being implied and should not be inferred.

### **Worker Safety - Excavations and Slopes:**

After excavating, footings should be inspected and concrete placed as quickly as possible to avoid exposure of the footing bottoms to wetting and drying. If it is required that footing excavations be left open for more than one (1) day, they should be protected to reduce evaporation or entry of moisture. Adequate protection against sloughing of soil should be provided for workers and inspectors entering the footing excavations and undercut areas.

The contractor should be aware that slope height, slope inclination, or excavation depths (including utility trench excavations) should in no case exceed those specified in local, state, or federal safety regulations, e.g., OSHA Standards for Excavations, Title 29, Part 1926, successor

regulations as well as other building code requirements. Such regulations are strictly enforced and, if not followed, the owner, contractor, and earthwork and utility subcontractors could be liable for substantial penalties.

**Drainage:**

Water should not be allowed to collect near the foundations, floor slab or pavement areas of the project either during or after construction. Undercut or excavated areas should be sloped toward a sump area to facilitate removal of any collected groundwater or surface runoff. Proper drainage should be provided by sloping the ground surface away from the structure.

**Weather Considerations:**

The soils encountered in the surficial zone at this site are expected to be relatively sensitive to disturbances caused by construction traffic when wet. The contractor should be aware of the importance of proper maintenance of surface drainage. Depending on weather-related ground conditions, contractor's maintenance of drainage during construction, and other factors, some difficulty may be encountered by the contractor in achieving compaction on initial lifts of fill placed on loose or soft subgrade. This will be exacerbated by wet weather, particularly if the contractor allows surface drainage to enter and pond in the excavations.

Fine-grained soils are expected to be relatively sensitive to disturbances caused by construction traffic and to changes in moisture content. During wet weather periods, increases in the moisture content of the soil can cause significant reduction in the soil strength and support characteristics. In addition, soil which becomes wet may be slow to dry and thus significantly retard the progress of grading and compaction activities. It will, therefore, be advantageous to perform earthwork and foundation construction activities during dry weather. Earthwork activities performed during cooler, wetter months may certainly offer more difficulties than if performed during warmer, drier periods.

If construction is performed during wet conditions, work platforms can be created for earthwork by mixing fly ash, hydrated lime, cement, or combinations of these additives. Quick lime may also be used in areas where dusting is of concern, if proper worker safety considerations are observed. Pumping subgrades are possible at the site and it is recommended that bid documents incorporate this possibility into the bid schedule.

The use of geotextiles and geogrids may be warranted in situations where the subgrade is very wet and highly unstable, if such use is necessary to maintain a mandatory construction schedule during wet weather.

**Groundwater Control:**

Due to potential variations in groundwater levels, difficulty during excavation and construction of the proposed foundation is possible. Shallow groundwater was encountered at this site, and it is reasonable to anticipate that groundwater conditions may vary as noted previously. It is suggested that contract documents address the need for maintaining controls to preclude water from draining into excavations. Some dewatering through shaping of work areas to shed water, and construction of temporary ditches with sumps and pumping may be necessary to remove the loose soils and allow placement of imported select fill in a dry manner. Excavated soils intended for re-use as select fill may require special methods in order to dry the soil to a suitable moisture content prior to re-placing the soil as select fill.

**Protection of Work:**

Subgrade areas, base courses, and lifts of fill that have been successfully moisture conditioned, processed, and compacted in lifts to the required density, successfully proof-rolled, and

approved must be protected from changes in moisture and other influences. Satisfactorily completed areas may be adversely affected by prolonged exposure to dry weather, precipitation, equipment traffic, or by excavations and uncontrolled backfilling for utilities, and other disturbances rendering such areas unsatisfactory. Such areas should be reworked prior to continuing with subsequent construction.

**Geotechnical Risk:**

The concept of risk is an important aspect of the geotechnical evaluation. The primary reason for this is that the analytical methods used to develop geotechnical recommendations do not comprise an exact science. The analytical tools which geotechnical engineers use are generally empirical and must be used in conjunction with engineering judgment and experience. Therefore, the solutions and recommendations presented in the geotechnical evaluation should not be considered risk-free and, more importantly, are not a guarantee that the interaction between the soils and the proposed structure will perform as planned. The engineering recommendations presented in the preceding sections constitutes GTL's professional estimate of those measures that are necessary for the proposed structure to perform according to the proposed design based on the information generated and referenced during this evaluation, and GTL's experience in working with these conditions.

**Limitations:**

The exploration and analysis of the conditions reported herein are considered sufficient in detail and scope to form a reasonable basis for the pavement and foundation design. The recommendations submitted are based on the available soil information and preliminary design details furnished for the proposed project. Any revision of the plans for the proposed facility from those enumerated in this report should be brought to our attention so that we may determine if changes in the foundation recommendations are required. If deviations from the noted subsurface conditions are encountered during construction, GTL should be retained to determine if changes in foundation recommendations are required. If GTL is not retained to perform these functions, we will not be responsible for the performance of the structure.

The findings, recommendations, specifications, or professional advice contained herein have been made after being prepared in accordance with generally accepted professional engineering practice in the fields of foundation engineering, soil mechanics, and engineering geology. No other warranties are implied or expressed.

The scope of services did not include any environmental assessment for the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around this site. Any statements in this report or on the boring logs regarding odors, colors, or unusual or suspicious items or conditions are strictly for the information of the client. Prior to purchase or development of this site, an environmental assessment is advisable.

The scope of services did not include a geologic investigation to address any faults, large scale subsidence, or other macro geologic features not specifically addressed in this report or the agreement between GTL and the client.

After the plans and specifications are more complete, it is recommended that the soils and foundation engineer be provided the opportunity to review the final design and specifications in order that the earthwork and foundation recommendations may be properly interpreted and implemented. At that time, it may be necessary to submit supplementary recommendations.

This report has been prepared for the exclusive use of our client for the specific application to the referenced project. GTL cannot be responsible for interpretations, opinions, or recommendations made by others based on the data contained in this report.

This report was prepared for design purposes only and may not be sufficient for purposes of preparing an accurate bid for construction. Contractors reviewing this report are advised that the discussions and recommendations contained herein were provided exclusively to and for use by the project owner.

**END OF REPORT TEXT**

SEE FOLLOWING APPENDIX w/BORING LOGS & TEST RESULTS





## **APPENDIX A**

### FIELD AND LABORATORY PROCEDURES



Field and Laboratory Procedures  
**FFA Camp and Conference Center**  
1135 Old River Road  
Mansura, Avoyelles Parish, Louisiana  
Report Number 08-25-087

**I. Field Operations:**

Subsurface conditions were evaluated by advancing six (6) intermittent sample borings on August 28, 2025 within the project area. The boring locations were selected and staked in the field by the Architect. An illustration of the approximate boring locations is provided on the Plan of Borings herein. Descriptive terms and symbols used on the Summary of Tests are in accordance with the Unified Soil Classification System (USCS).

An truck-mounted rotary drilling rig was used to make the test borings. Each boring was advanced in the dry using flight auger drilling techniques. Intermittent undisturbed samples were obtained in the following manner

Standard penetration tests were performed in accordance with ASTM D-1586 procedures. This test is conducted by recording the number of blows required for a 140-pound hammer falling 30 inches to drive a split-spoon sampler eighteen inches into the substrata. Depths at which split-spoon samples were taken are indicated by two crossed lines in the "Samples" column on the Log of Boring. The number of blows required to drive the sampler for each 6-inch increment were recorded. The penetration resistance is the number of blows required to drive the split-spoon sampler the final 12-inches of penetration. Information related to the penetration resistance is presented under the "Field Data" heading of the Log of Boring as the Standard Penetration (Blows/Foot). These samples were visually examined, logged, and packaged for transport to our laboratory.

Cohesive strata were sampled in accordance with ASTM D-1587 procedures by means of pushing a thin walled Shelby tube a distance of two feet into the substrata. Consistency of the sample was measured in the field by means of a calibrated hand penetrometer. Such values, in tons per square foot, are provided under the "Field Data" heading on the Log of Boring. Depths which these undisturbed samples were obtained are indicated by a shaded portion in the "Samples" column of the Log of Boring. All samples were prudently extruded in the field were sealed to maintain "in-situ" conditions, labeled, and packaged for transport to our laboratory.

The presence of ground water was monitored during drilling operations. Initial water seepage readings are provided under "Groundwater Information" in the right hand column of the Log of Boring. Upon boring completion, water levels were allowed to rise and stabilize for several minutes prior to final water readings. These readings are found under "Groundwater Information". Soil sloughing from the walls of the boring are also recorded here as depth of cave-in.

**II. Laboratory Studies:**

Upon return to the laboratory, all samples were visually examined and representative samples were selected for testing. Tests were performed on selected samples recovered from the test borings to verify classification and to determine pertinent engineering properties of the substrata. Individual test and ASTM designations are provided below:

<b>Test</b>	<b>ASTM Designations</b>
Atterberg Limits	ASTM D4318
Moisture Content	ASTM D2216
Percent Minus #200	ASTM D1140
Unconfined Compression (Soil)	ASTM D2166
Hydrometer Analysis	ASTM D422

Results for soil classifications are located on the Log of Boring in their respective columns under "Laboratory Data."

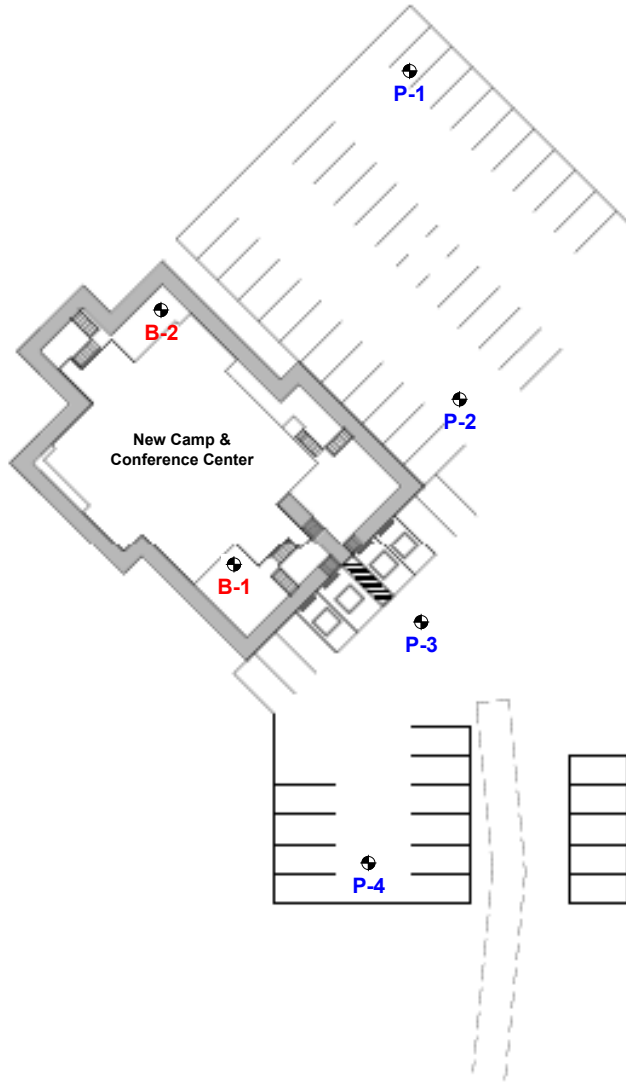
Samples obtained during our field studies and not consumed by laboratory testing procedures will be retained free of charge for a period of 30 days. Arrangements for storage beyond that period of time must be made in writing to ***Geotechnical Testing Laboratory, Inc.***

## **APPENDIX B**

### PLAN OF BORINGS







This map is intended to locate the borings relative to the existing site plan

## PLAN OF BORINGS

PROJECT

FFA Camp and Conference Center, 1135 Old River Road, Mansura, LA

SCALE

Not to Scale

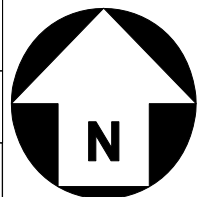
DATE

9/2/2025

FILENAME

08-25-087

**Avoyelles Parish School Board**





## **APPENDIX C**

### **BORING LOGS AND SOIL CLASSIFICATION CHART**



## LOG OF BORING B- 1

SHEET 1 of 1



Geotechnical Testing Laboratory, Inc.  
226 Parkwood Drive  
Alexandria, LA 71301  
Telephone: (318) 443-7429

CLIENT: Avoyelles Parish School Board  
PROJECT: FFA Camp and Conference Center  
LOCATION: Mansura, Avoyelles Parish, Louisiana  
FILE NO.: 08-25-087

DRILL DATE: 8/28/25

DRILLING METHOD(S):  
**CME 45B, 4.5" I.D. Hollow Stem Auger**

DRILLER: **K. Book** CHECKED BY: **K. Gorsha**

GROUNDWATER INFORMATION:  
**Water Seepage Noted @ 17.0 Feet While Drilling**  
**Water Observed @ 16.0 Feet Upon Completion**  
**Boring Walls Remained Open**

SURFACE ELEVATION: **Not Determined**

## DESCRIPTION OF STRATUM

Medium Dense Yellowish Brown Silty SAND (SM) 1.0'

Firm Reddish Brown & Gray LEAN to FAT CLAY (CL-CH) 3.0'

Stiff Reddish Yellow & Gray LEAN CLAY (CL)

- firm @ 7.5 feet

- soft w/sand @ 14.0 feet

- very soft @ 19.0 feet 20.0'

Boring Terminated @ 20.0 Feet

N - STANDARD PENETRATION TEST RESISTANCE  
P - POCKET PENETROMETER RESISTANCE

NOTES:  
See Plan of Borings for Location  
Stratification and Groundwater Depths Are Not Exact

GTL LOG - LOG A GNNL01.GDT - 9/1/25 08:10 - K:\GINT PROJECTS\2025 JOBS\08-25-087.GPJ

## LOG OF BORING B- 2

SHEET 1 of 1



Geotechnical Testing Laboratory, Inc.  
226 Parkwood Drive  
Alexandria, LA 71301  
Telephone: (318) 443-7429

CLIENT: Avoyelles Parish School Board  
PROJECT: FFA Camp and Conference Center  
LOCATION: Mansura, Avoyelles Parish, Louisiana  
FILE NO.: 08-25-087

DRILL DATE: 8/28/25

DRILLING METHOD(S):  
**CME 45B, 4.5" I.D. Hollow Stem Auger**

DRILLER: **K. Book** CHECKED BY: **K. Gorsha**

GROUNDWATER INFORMATION:  
**Water Seepage Noted @ 15.0 Feet While Drilling**  
**Water Observed @ 15.0 Feet Upon Completion**  
**Boring Walls Remained Open**

SURFACE ELEVATION: **Not Determined**

## DESCRIPTION OF STRATUM

Firm Yellowish Brown & Gray LEAN CLAY (CL)

1.5'

Stiff Reddish Brown & Gray LEAN to FAT CLAY (CL-CH)

3.0'

Very Stiff Reddish Yellow & Gray LEAN CLAY (CL)

- stiff @ 6.0 feet

- firm @ 7.5 feet

- very soft w/sand @ 14.0 feet

20.0'

Boring Terminated @ 20.0 Feet

N - STANDARD PENETRATION TEST RESISTANCE  
P - POCKET PENETROMETER RESISTANCE

## NOTES:

See Plan of Borings for Location  
Stratification and Groundwater Depths Are Not Exact

GTL LOG - LOG A GNNL01.GDT - 9/1/25 08:10 - K:\GINT PROJECTS\2025 JOBS\08-25-087.GPJ



## LOG OF BORING P- 1


SHEET 1 of 1



Geotechnical Testing Laboratory, Inc.  
226 Parkwood Drive  
Alexandria, LA 71301  
Telephone: (318) 443-7429

CLIENT: Avoyelles Parish School Board  
PROJECT: FFA Camp and Conference Center  
LOCATION: Mansura, Avoyelles Parish, Louisiana  
FILE NO.: 08-25-087

DRILL DATE: 8/28/25

FIELD DATA				LABORATORY DATA						DRILLING METHOD(S): CME 45B, 4.5" I.D. Hollow Stem Auger		
SOIL SYMBOL	DEPTH (FT)	SAMPLES	N: BLOWS/FT P: TONS/SQ FT	MOISTURE CONTENT (%)	ATTERBERG LIMITS			MINUS NO. 200 SIEVE (%)	DRY DENSITY (Lbs./Cu.Ft.)	COMPRESSIVE STRENGTH (Lb./Sq. Ft.)	DRILLER: K. Book	CHECKED BY: K. Gorsha
					LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX				GROUNDWATER INFORMATION:	
											No Water Seepage Noted While Drilling No Water Observed Upon Completion Boring Walls Remained Open	
											SURFACE ELEVATION: Not Determined	
DESCRIPTION OF STRATUM												
	1		21	43	23	20	98			Yellowish Brown & Gray LEAN CLAY (CL) - SILT 66%; SAND 2%; CLAY 32%	1.0'	
	2		20	48	24	24	97			Yellowish Brown & Gray LEAN to FAT CLAY (CL-CH)		
	3										3.5'	
	4		19							Yellowish Brown & Gray LEAN CLAY (CL)	5.0'	
	5											
Boring Terminated @ 5.0 Feet												
N - STANDARD PENETRATION TEST RESISTANCE P - POCKET PENETROMETER RESISTANCE											NOTES: See Plan of Borings for Location Stratification and Groundwater Depths Are Not Exact	








## LOG OF BORING P- 2

SHEET 1 of 1



Geotechnical Testing Laboratory, Inc.  
226 Parkwood Drive  
Alexandria, LA 71301  
Telephone: (318) 443-7429

CLIENT: Avoyelles Parish School Board  
PROJECT: FFA Camp and Conference Center  
LOCATION: Mansura, Avoyelles Parish, Louisiana  
FILE NO.: 08-25-087  
DRILL DATE: 8/28/25

		FIELD DATA		LABORATORY DATA							DRILLING METHOD(S): CME 45B, 4.5" I.D. Hollow Stem Auger		
SOIL SYMBOL	DEPTH (FT)	SAMPLES	N: BLOWS/FT P: TONS/SQ FT	MOISTURE CONTENT (%)	ATTERBERG LIMITS			MINUS NO. 200 SIEVE (%)	DRY DENSITY (Lbs./Cu.Ft.)	COMPRESSIVE STRENGTH (Lb./Sq. Ft.)	DRILLER: K. Book                      CHECKED BY: K. Gorsha		
					LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX				GROUNDWATER INFORMATION: No Water Seepage Noted While Drilling No Water Observed Upon Completion Boring Walls Remained Open		
											SURFACE ELEVATION: Not Determined		
											DESCRIPTION OF STRATUM		
	1			32	63	26	37	99			Brown & Gray FAT CLAY (CH) - SILT 50%; SAND 1%; CLAY 49%		1.5'
	2			23							Yellowish Brown & Gray LEAN CLAY (CL)		5.0'
	3												
	4			23									
	5										Boring Terminated @ 5.0 Feet		
												NOTES: See Plan of Borings for Location Stratification and Groundwater Depths Are Not Exact	
N - STANDARD PENETRATION TEST RESISTANCE P - POCKET PENETROMETER RESISTANCE													

## LOG OF BORING P- 3

SHEET 1 of 1



**Geotechnical Testing Laboratory, Inc.**  
 226 Parkwood Drive  
 Alexandria, LA 71301  
 Telephone: (318) 443-7429

CLIENT: **Avoyelles Parish School Board**  
 PROJECT: **FFA Camp and Conference Center**  
 LOCATION: **Mansura, Avoyelles Parish, Louisiana**  
 FILE NO.: **08-25-087**

DRILL DATE: **8/28/25**

FIELD DATA		LABORATORY DATA							DRILLING METHOD(S): CME 45B, 4.5" I.D. Hollow Stem Auger			
SOIL SYMBOL	DEPTH (FT)	SAMPLES	N: BLOWS/FT P: TONS/SQ FT	MOISTURE CONTENT (%)	ATTEBERG LIMITS			MINUS NO. 200 SIEVE (%)	DRY DENSITY (Lbs./Cu.Ft.)	COMPRESSIVE STRENGTH (Lb./Sq. Ft.)	DRILLER: K. Book	CHECKED BY: K. Gorsha
					LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX				GROUNDWATER INFORMATION: No Water Seepage Noted While Drilling No Water Observed Upon Completion Boring Walls Remained Open	
											SURFACE ELEVATION: Not Determined	
											DESCRIPTION OF STRATUM	
	1			24	54	25	29	97			Brown & Gray LEAN to FAT CLAY (CL-CH) <div>1.0'</div>	
	2			18	40	23	17	97			Yellowish Brown & Gray LEAN CLAY (CL) <div>5.0'</div>	
	3											
	4			18								
	5										Boring Terminated @ 5.0 Feet	
											NOTES: See Plan of Borings for Location Stratification and Groundwater Depths Are Not Exact	
N - STANDARD PENETRATION TEST RESISTANCE P - POCKET PENETROMETER RESISTANCE												


## LOG OF BORING P- 4

SHEET 1 of 1























Geotechnical Testing Laboratory, Inc.  
226 Parkwood Drive  
Alexandria, LA 71301  
Telephone: (318) 443-7429

CLIENT: Avoyelles Parish School Board  
PROJECT: FFA Camp and Conference Center  
LOCATION: Mansura, Avoyelles Parish, Louisiana  
FILE NO.: 08-25-087  
DRILL DATE: 8/28/25

		FIELD DATA		LABORATORY DATA							DRILLING METHOD(S): CME 45B, 4.5" I.D. Hollow Stem Auger	
SOIL SYMBOL	DEPTH (FT)	SAMPLES	N: BLOWS/FT P: TONS/SQ FT	MOISTURE CONTENT (%)	ATTEMBERG LIMITS			MINUS NO. 200 SIEVE (%)	DRY DENSITY (Lbs./Cu.Ft.)	COMPRESSIVE STRENGTH (Lb./Sq. Ft.)	DRILLER: K. Book	CHECKED BY: K. Gorsha
					LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX				GROUNDWATER INFORMATION:	
											No Water Seepage Noted While Drilling No Water Observed Upon Completion Boring Walls Remained Open	
											SURFACE ELEVATION: Not Determined	
DESCRIPTION OF STRATUM												
	1			21	50	24	26	97			Brown LEAN to FAT CLAY (CL-CH)  1.5'	
	2			18	40	22	18	98			Yellowish Brown & Gray LEAN CLAY (CL)  5.0'	
	3											
	4			19								
	5											
											Boring Terminated @ 5.0 Feet	

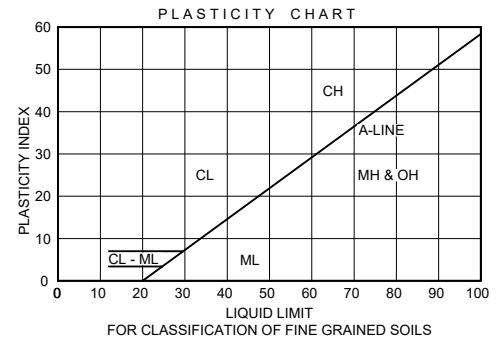
N - STANDARD PENETRATION TEST RESISTANCE  
P - POCKET PENETROMETER RESISTANCE

# UNIFIED SOIL CLASSIFICATION SYSTEM

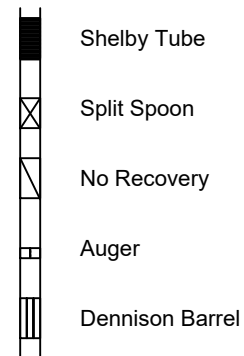
MAJOR DIVISIONS			SYMBOL & LETTER	DESCRIPTION
COARSE-GRAINED SOILS  More than half of material larger than No. 200 sieve size	GRAVELS  More than half of coarse fraction larger than No.4 sieve size	Clean Gravels (Little or no fines)	 GW	WELL GRADED GRAVEL, GRAVEL-SAND MIXTURE
			 GP	POORLY GRADED GRAVEL, GRAVEL-SAND MIXTURE
		Gravels with fines (Appreciable amount of fines)	 GM	SILTY GRAVEL, GRAVEL-SAND-SILT MIXTURE
			 GC	CLAYEY GRAVEL, GRAVEL-SAND-CLAY MIXTURE
	SANDS  More than half of coarse fraction smaller than No.4 sieve size	Clean Sands (Little or no fines)	 SW	WELL GRADED SAND, GRAVELLY SAND
			 SP	POORLY GRADED SAND, GRAVELLY SAND
		Sands with fines (Appreciable amount of fines)	 SM	SILTY SAND, SAND-SILT MIXTURE
			 SP-SM	SLIGHTLY SILTY SAND
			 SC	CLAYEY SAND, SAND-CLAY MIXTURE
FINE-GRAINED SOILS  More than half of material smaller than No. 200 sieve size	SILTS AND CLAYS	Liquid limit less than 50	 ML	SILT WITH LITTLE OR NO PLASTICITY
			 ML	CLAYEY SILT, SILT WITH SLIGHT TO MEDIUM PLASTICITY
			 ML	SANDY SILT
			 CL	SILTY CLAY, LOW TO MEDIUM PLASTICITY
			 CL	SANDY CLAY, LOW TO MEDIUM PLASTICITY (30% TO 50% SAND)
	SILTS AND CLAYS	Liquid limit greater than 50	 MH	SILT, FINE SANDY OR SILTY SOIL WITH HIGH PLASTICITY
			 CH	CLAY, HIGH PLASTICITY
			 OH	ORGANIC CLAY OF MEDIUM TO HIGH PLASTICITY
	HIGHLY ORGANIC SOILS			 PT
SEDEMENTARY ROCK TYPES:			 LS	LIMESTONE
			 MARL	MARL

## TERMS CHARACTERIZING SOIL STRUCTURE

Slickensided	- Clays with polished and striated planes created as a result of volume changes related to shrinking, swelling and/or changes in overburden pressure.
Fissured	- Clays with a blocky or jointed structure generally created by seasonal shrinking and swelling.
Laminated	- Composed of thin alternating layers of varying color and texture.
Calcareous	- Containing appreciable quantities of calcium carbonate.
Parting	- Paper thin (less than 1/8 inch).
Seam	- 1/8 inch to 3 inch thickness.
Layer	- Greater than 3 inches in thickness.



## SAMPLE TYPES (Shown in Sample Column)



DENSITY AND CONSISTENCY				
COARSE-GRAINED SOILS		FINE-GRAINED SOILS		
DENSITY	PENETRATION RESISTANCE, N Blows per Foot	CONSISTENCY	COHESION Kips/Sq. Ft	PENETRATION RESISTANCE, N Blows per Foot
Very loose	0 - 2	Very Soft	<0.25	0 - 2
Loose	4 - 10	Soft	0.25 - 0.50	2 - 4
Medium Dense	11 - 30	Firm	0.50 - 1.00	4 - 8
Dense	31 - 50	Stiff	1.00 - 2.00	8 - 15
Very Dense	>50	Very Stiff	2.00 - 4.00	15 - 30
		Hard	>4.00	>30
PARTICLE SIZE IDENTIFICATION		RELATIVE COMPOSITION		
Cobbles	- Greater than 3 inches	Slightly	5 - 15%	
Gravel	- Coarse - 3/4 inch to 3 inches	With	16 - 29%	
	Fine - 4.76 mm to 3/4 inch	Sandy	30 - 50%	
Sand	- Coarse - 2 mm to 4.76 mm	(or gravelly)		
	Medium - 0.42 mm to 2 mm			
	Fine - 0.074 mm to 0.42 mm			
Silt & Clay	- Less than 0.074 mm			

## CLASSIFICATION, SYMBOLS AND TERMS USED ON GRAPHICAL BORING LOGS