

**HURRICANE IDA DAMAGE REPAIRS
CATHOLIC CHARITIES, DIOCESE OF HOUMA-THIBODAux
Assisi Bridge House
Schriever, Louisiana**

**BID OPENING INFORMATION: 2:00 PM, local time on Tuesday, January 24, 2023 at the office of the
Diocese of Houma-Thibodaux, 2779 LA-311, Schriever, Louisiana 70395**

**TO: The Roman Catholic Church for the Diocese of Houma-Thibodaux, on behalf of and for
the benefit of Catholic Charities, Houma-Thibodaux Diocese**

**BID: HURRICANE IDA DAMAGE REPAIRS
CATHOLIC CHARITIES, DIOCESE OF HOUMA-THIBODAux
Assisi Bridge House
Schriever, Louisiana**

**BIDDER: Allen Tingle, LLC
420 White Ash Loop
Madisonville, Louisiana 70447**

LICENSE #: 75060

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: THE ROMAN CATHOLIC CHURCH FOR THE DIOCESE OF HOUMA-THIBODAU, ON BEHALF OF AND FOR THE BENEFIT OF THE CONGREGATION OF ASSISI BRIDGE HOUSE, 2779 LA-311, Schriever, LA 70395
BID FOR: HURRICANE IDA DAMAGE REPAIRS
CATHOLIC CHARITIES, DIOCESE OF HOUMA-THIBODAU
RACELAND, LOUISIANA

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Carl P. Blum AIA Architect. and dated: November 14, 2022:

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:**

No. 1 Dated: 12/12/2022 No. 2 Dated: 1/7/2023

No. 3 Dated: 1/19/2023 No. 4 Dated: _____

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

One hundred twenty two thousand dollars and zero cents Dollars (\$ 122,000.00)

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

NAME OF BIDDER: Allen Tingle, LLC

ADDRESS OF BIDDER: 420 White Ash Loop, Madisonville, LA 70447

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 75060

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Allen Tingle

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Manager / Owner Signed by:

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **:  A6FACB8AB7D84A9...

DATE: 1/20/2023

If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid. If a Bid Bond is provided, it shall be on the attached form only and only on the attached form.



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twentieth day of January in the year Two Thousand Twenty-three
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The Roman Catholic Church for the Diocese of Houma-Thibodaux, on behalf of and for the benefit of Catholic Charities, Diocese of Houma-Thibodaux, Other
600 Bull Run Road
Schriever, Louisiana 70395

and the Contractor:
(Name, legal status, address and other information)

Allen Tingle, LLC, Limited Liability Company
420 White Ash Loop
Madisonville, La 70447
Telephone Number: 985-966-6146
License #: 75060

for the following Project:
(Name, location and detailed description)

The Roman Catholic Church for the Diocese of Houma-Thibodaux, on behalf of and for the benefit of Ca Catholic Charities, Diocese of Houma-Thibodaux
Hurricane Ida Damage Repairs
600 Bull Run Road
Schriever, LA 70395

The Architect:
(Name, legal status, address and other information)

Carl P. Blum AIA Architect
P.O. Box 2386
Morgan City, LA 70381

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

- []

Not later than One Hundred and Fifty (150) calendar days from the date of commencement of the Work.
- []

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be One Hundred Twenty-two Thousand Dollars and Zero Cents (\$ 122,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

None

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS**§ 5.1 Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month,

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 14th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than seven (7) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

ten percent 10%

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

General Conditions, Insurance

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:*(Insert any other conditions for release of retainage upon Substantial Completion.)*

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.**§ 5.2 Final Payment****§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

N/A

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION**§ 6.1 Initial Decision Maker***(Paragraphs deleted)***§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Init.

☐ Litigation in a court of competent jurisdiction

☐ Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

The Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Allen Tingle
420 White Ash Loop
Madisonville, La 70447
Telephone Number: 985-996-6146
License # 75060

Email Address: awtingle@gmail.com

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4

(Paragraphs deleted)

- .5 Drawings

Number	Title	Date
See Attached Drawings - Exhibit A	Architectural Drawings	November 14, 2002

- .6 Specifications

- .7 Addenda, if any:

Number	Date	Pages
1	December 12, 2022	3
2	January 7, 2023	1
3	January 19,2023	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

[X] Supplementary and other Conditions of the Contract:

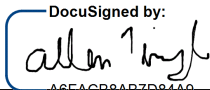
Document	Title	Date	Pages
00800 Supplementary General Conditons	Supplementary Conditions of the Contract for Construction		19

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

DocuSigned by:


CONTRACTOR (Signature)

Allen Tingle, Owner

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:13:31 ET on 01/20/2023.

PAGE 1

AGREEMENT made as of the Twentieth day of January in the year Two Thousand Twenty-three

...

The Roman Catholic Church for the Diocese of Houma-Thibodaux, on behalf of and for the benefit of Catholic Charities, Diocese of Houma-Thibodaux, Other
600 Bull Run Road
Schriever, Louisiana 70395

...

Allen Tingle, LLC, Limited Liability Company
420 White Ash Loop
Madisonville, La 70447
Telephone Number: 985-966-6146
License #: 75060

...

(Name, location and detailed description)

The Roman Catholic Church for the Diocese of Houma-Thibodaux, on behalf of and for the benefit of Ca Catholic Charities, Diocese of Houma-Thibodaux
Hurricane Ida Damage Repairs
600 Bull Run Road
Schriever, LA 70395

...

Carl P. Blum AIA Architect
P.O. Box 2386
Morgan City, LA 70381

PAGE 2

[☒] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[☐] Not later than One Hundred and Fifty (150) calendar days from the date of commencement of the Work.

...

N/A

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be One Hundred Twenty-two Thousand Dollars and Zero Cents (\$ 122,000.00), subject to additions and deductions as provided in the Contract Documents.

...

N/A

...

N/A

...

N/A

...

N/A

...

None

...

N/A
PAGE 4

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~or as follows:~~

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 14th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than seven (7) days after the Architect receives the Application for Payment.

...

ten percent 10%
PAGE 5

General Conditions, Insurance

...

N/A

N/A

...

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~Payment.

N/A

...

~~The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

...

[☒] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
PAGE 6

The Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement

...

Allen Tingle
420 White Ash Loop
Madisonville, La 70447
Telephone Number: 985-996-6146
License # 75060

Email Address: awtingle@gmail.com
PAGE 7

N/A

...

N/A

...

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

...

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

See Attached Drawings - Exhibit A Architectural Drawings November 14, 2002

Section	Title	Date	Pages
<u>1</u>	<u>December 12, 2022</u>	<u>3</u>	
<u>2</u>	<u>January 7, 2023</u>	<u>1</u>	
<u>3</u>	<u>January 19,2023</u>	<u>1</u>	

[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages
[X] Supplementary and other Conditions of the Contract:		
<u>00800 Supplementary General Conditons</u>	<u>Supplementary Conditions of the Contract for Construction</u>	<u>19</u>

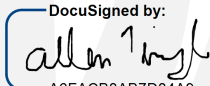
PAGE 8

Allen Tingle, Owner

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Allen Tingle, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:13:31 ET on 01/20/2023 under Order No. 2114369569 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

DocuSigned by:

A6FACB8AB7D84A9...
(Signed)

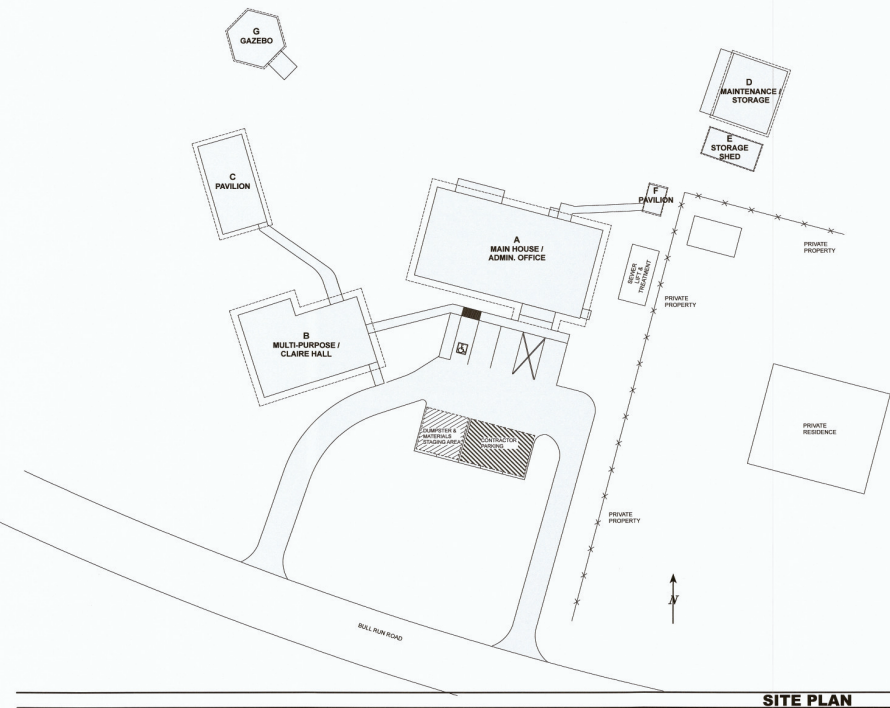
Manager /
Owner
(Title)

1/20/2023
(Dated)

EXHIBIT A

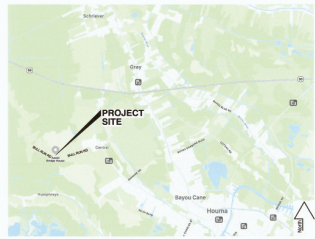
Assisi Bridge House: Reroofing
Hurricane Ida Repairs

for: The Roman Catholic Church for the Diocese of
Houma-Thibodaux,
on behalf of and for the benefit of
Catholic Charities, Diocese of Houma-Thibodaux
1220 Aycock Street
Houma, Louisiana 70360



SITE PLAN

SCALE: 1"=30'-0"



VICINITY MAP

NO SCALE

SITE NAME:	ASSISI BRIDGE HOUSE
PHYSICAL ADDRESS:	600 Bull Run Road
LEGAL JURISDICTION:	Schriever, Louisiana
DESCRIPTION OF BUILDING USE:	Transitional Residential Facility
BUILDING CODE:	N.F.P.A. 101, LIFE SAFETY CODE 2015, S.B.C. 2015
GROSS ROOF AREA:	8,065 S.F. TOTAL
TYPE OF CONSTRUCTION:	TYPE V
TYPE CONSTRUCTION:	NEW CONSTRUCTION <input type="checkbox"/> ADDITION <input type="checkbox"/> RENOVATION <input checked="" type="checkbox"/> SHELL BUILDING <input type="checkbox"/>
INTERIOR BUILD-OUT:	<input type="checkbox"/>
OCCUPANCY:	SINGLE OCCUPANCY <input checked="" type="checkbox"/> MIXED OCCUPANCY <input type="checkbox"/> SEPARATED USE <input type="checkbox"/> NON-SEPARATED USE <input type="checkbox"/>

PROJECT SUMMARY

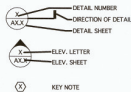
SCOPE OF WORK:
REROOFING OF BUILDINGS DAMAGED BY HURRICANE IDA

DESCRIPTION OF SCOPE OF WORK

- A. THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (A.A. 1001 LATEST EDITION) ARE A PART OF THESE CONTRACT DOCUMENTS. A COPY IS INCLUDED IN THE PROJECT MANUAL.
- B. DO NOT SCALE THESE DRAWINGS. VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD. ANY DISCREPANCIES IN THESE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO STARTING WORK.
- C. ALL PROPOSED SUBSTITUTIONS SHALL BE APPROVED BY THE ARCHITECT, IN WRITING PRIOR TO BEGINNING THE PROJECT MANUALS.
- D. SUBMIT FOR AND PAY FEES AND OBTAIN ALL PERMITS ASSOCIATED WITH THE PROJECT EXCEPT GENERAL BUILDING PERMIT. THIS INCLUDES, BUT IS NOT LIMITED TO ELECTRICAL, MECHANICAL, PLUMBING, FIRE SPRINKLER, ACCESS, OR OTHER RELATED PERMITS, ENCROACHMENT PERMIT, ETC. PAY FOR TEMPORARY FACILITIES FEES AS REQUIRED TO COMPLETE THE WORK IN A TIMELY MANNER.
- E. PROVIDE EACH SUBCONTRACTOR WITH A COMPLETE AGENCY PERMITTED DRAWING SET AT TIME OF CONSTRUCTION.
- F. ALL ABBREVIATIONS INCLUDED FOLLOW INDUSTRY STANDARDS. CONTACT ARCHITECT IF ANY ABBREVIATIONS ARE NOT CLEAR.
- G. GC SHALL SUPPLY AND INSTALL ALL ASPECTS OF THE PROJECT DESCRIBED IN THIS DRAWING SET UNLESS OTHERWISE NOTED.
- H. GRAPHIC AND WRITTEN INFORMATION ON DRAWINGS SHALL BE COORDINATED WITH ALL TRADES PRIOR TO INSTALLATION.
- I. G.C. TO PROVIDE FLUSH, SEALED, FINISHED MOUNTING SURFACE FOR ALL BUILDING ELEMENTS.
- J. CONTRACTOR SHALL CONFIRM ALL FINISH, COLOR, AND TEXTURE SELECTIONS, CHANGES OR SUBSTITUTIONS WITH THE ARCHITECT PRIOR TO ORDERING OF MATERIALS.

PROJECT GENERAL NOTES

F.E.M.A. INFORMATION



GENERAL DRAWING SYMBOLS

OWNER
The Roman Catholic Church for the Diocese of
Houma-Thibodaux, on behalf of and for the benefit of
Catholic Charities, Diocese of Houma-Thibodaux
1220 Aycock Street
Houma, Louisiana 70360

ARCHITECT
Carl P. Blum AIA Architect
P.O. Box 2386
Morgan City, Louisiana 70391
905-385-3296
FAX: 905-385-3297

PROJECT DIRECTORY

TITLE/SITE
T1.0 TITLE SHEET / SITE PLAN

ARCHITECTURAL
A3.0 ROOF PLANS
A4.0 EXTERIOR ELEVATIONS
A6.0 ROOFING DETAILS

SHEET INDEX



Assisi Bridge House:
Reroofing
Hurricane Ida
Repairs
600 Bull Run Road
Schriever, Louisiana 70395

for
The Roman Catholic Church for the Diocese of
Houma-Thibodaux, on behalf of
and for the benefit of
Catholic Charities,
Diocese of Houma-Thibodaux
1220 Aycock Street
Houma, Louisiana 70360

Carl P. Blum
AIA
Architect

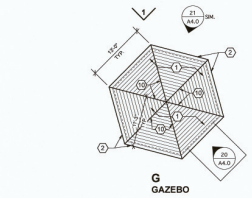
P.O. Box 2386
Morgan City, Louisiana 70391
905-385-3296
FAX: 905-385-3297
E-Mail: cblum@carlplum.com
carlplumarchitect.com

Drawn:
SAB
Checked:
CPB
Revised:

Code:
22-09
Date:
November 14, 2023

Title Sheet /
Site Plan

T1.0
1 of 4



G
GAZEBO



1 BUILDING "G" - GAZEBO



2 BUILDING "C" - OPEN PAVILION



3 BUILDING "B" - MULTI PURPOSE



4 BUILDING "D" - MULTI PURPOSE



5 BUILDING "A" - MAIN HOUSE



6 BUILDING "A" - MAIN HOUSE

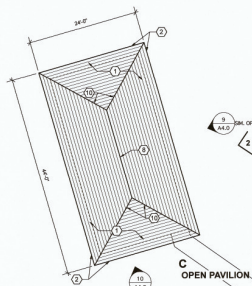


7 BUILDING "A" - MAIN HOUSE

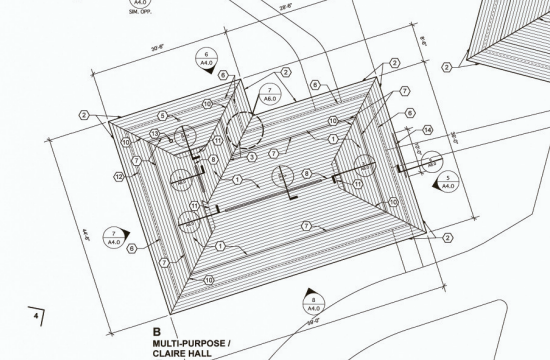


8 BUILDING "A" - MAIN HOUSE

SITE PHOTOGRAPHS

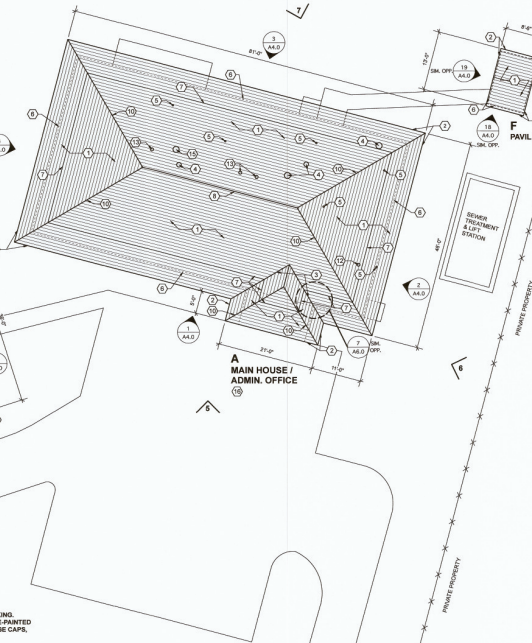


C
OPEN PAVILION

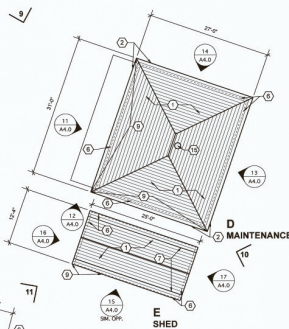


B
MULTI-PURPOSE /
CLAIRE HALL

NOTE:
REMOVE EXISTING SHINGLES, UNDERLAYMENT, AND METAL EDGE. INSPECT ALL WOOD DECKING.
REPORT AND PHOTOGRAPH ANY DAMAGED MATERIAL TO THE ARCHITECT. RETAIL NEW PRE-PANCHED
METAL EDGE, UNDERLAYMENT, FIBERGLASS SHINGLES, PRE-PANCHED METAL FLASHING, RIDGE CAPS,
AND ALL MATERIALS TO MEET N.R.C.A. STANDARDS.



A
MAIN HOUSE /
ADMIN. OFFICE



D
MAINTENANCE



9 BUILDING "D" - MAINTENANCE



10 BUILDING "D" & "E" - MAINTENANCE & SHED



11 BUILDING "E" - SHED



12 BUILDING "F" - PAVILION

SITE PHOTOGRAPHS

BUILDING "A" - 3,831 S.F.
BUILDING "B" - 2,383 S.F.
BUILDING "C" - 1,056 S.F.
BUILDING "D" - 837 S.F.
BUILDING "E" - 308 S.F.
BUILDING "F" - 111 S.F.
BUILDING "G" - 139 S.F.

ROOF AREA CALCULATIONS

- REMOVE EXISTING SHINGLE ROOFING AND UNDERLAYMENT. REPLACE WITH NEW MEMBRANE UNDERLAYMENT AND FIBERGLASS SHINGLE ROOF.
- REMOVE AND REPLACE EXISTING METAL ROOF EDGE WITH NEW PRE-PANCHED METAL ROOF EDGE.
- NEW VALLEY FLASHING. SEE DETAIL 706.0.
- EXISTING SUPPLY OR EXHAUST VENT TO BE REMOVED AND REINSTALLED AFTER ROOF IS COMPLETE. COORDINATE ANY SHUT-DOWN OF COOKING AND MECHANICAL EQUIPMENT WITH THE FACILITY ADMINISTRATOR. REPAIR TO MATCH ROOF. SEE DETAIL 206.0.
- EXISTING PLUMBING VENT. REFLASH.
- EDGE OF BUILDING WALL BELOW.
- LINE OF ROOF SLOPE CHANGE.
- NEW CAP-RIDGE SHINGLES. SEE DETAIL.
- REPLACED DAMAGED FASCIA.
- NEW HIP ROOF SHINGLES.
- EXISTING WALL TO REMAIN.
- EXISTING OVERHEAD ELECTRICAL SERVICE TO REMAIN. EXERCISE CAUTION.
- EXISTING METAL FLUE TO REMAIN.
- RE-INSTALL EXISTING ALUMINUM WATER DIVERTER. SEE DETAIL 606.0.
- EXISTING VENT FAN. REMOVE AND RE-INSTALL.
- EXISTING FASCIA, GUTTERS, AND DOWNSPOUTS TO REMAIN. (NO WORK)

ROOF PLANS

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

ROOFING NOTES



Assisi Bridge House: Reroofing Hurricane Ida Repairs

608 Bull Run Road
Schriever, Louisiana 70355

The Roman Catholic Church for the Diocese of
Houma-Thibodaux, on behalf of
and for the benefit of
Catholic Charities
Diocese of Houma-Thibodaux

1229 North Street
Houma, Louisiana 70309

Carl P. Blum
AIA
Architect

P. O. Box 2386
909 David Drive
Morgan City, Louisiana
70381

Phone: 226
Fax: (850) 385-3297
E-Mail: cplum@carlplum.com
carlplum@carlplum.com

Drawn:
KAR

Checked:
CFB

Revised:

Code:
22-09

Date:
November 14, 2022

Roof Plans

A3.0

2 of 4



**Assisi Bridge House:
Reroofing
Hurricane Ida
Repairs**
600 Bull Run Road
Schriever, Louisiana 70375

for:
The Roman Catholic Church for
the Diocese of
Houma (Diocese), on behalf of
and in the interest of
Catholic Charities,
Diocese of Houma (Diocese)
1228 Aqueduct Street
Houma, Louisiana 70364

**Carl P. Blum
AIA
Architect**

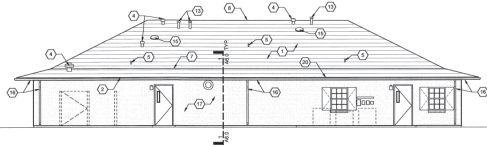
P. O. Box 2386
900 David Drive
Morgan City, Louisiana
70381
(504) 383-3296
Fax (504) 383-3297
E-Mail: cblum@carlplum.com
carlplumarchitect.com

Drawn:
KMR
Checked:
CPR
Revised:

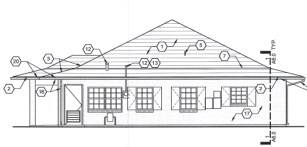
Code:
22-09
Date:
November 14, 2022

**Exterior
Elevations**

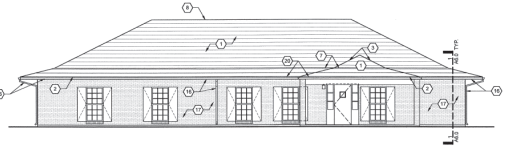
A4.0
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3 MAIN HOUSE: A - NORTH ELEVATION

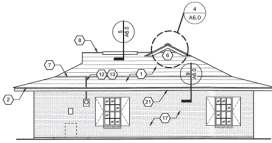


2 MAIN HOUSE: A - EAST ELEVATION

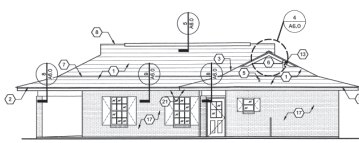


1 MAIN HOUSE: A - SOUTH ELEVATION

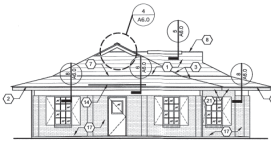
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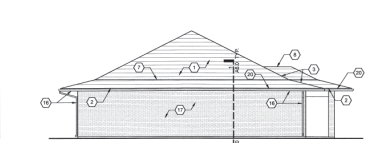
7 MULTI-PURPOSE / CLAIRE HALL: B - WEST ELEVATION



6 MULTI-PURPOSE / CLAIRE HALL: B - NORTH ELEVATION

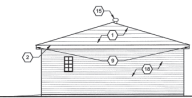


5 MULTI-PURPOSE / CLAIRE HALL: B - EAST ELEVATION

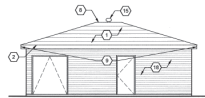


4 MAIN HOUSE: A - WEST ELEVATION

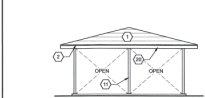
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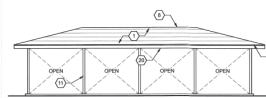
12 MAINTENANCE SHED: D - SOUTH ELEVATION



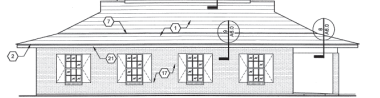
11 MAINTENANCE SHED: D - WEST ELEVATION



10 OPEN PAVILION: C - SOUTH ELEVATION

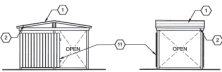


9 OPEN PAVILION: C - EAST ELEVATION



8 MULTI-PURPOSE / CLAIRE HALL: B - SOUTH ELEVATION

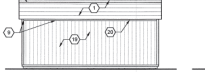
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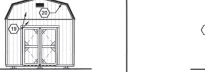
19 PAVILION: F - WEST ELEVATION



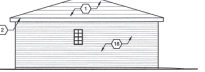
18 PAVILION: F - SOUTH ELEVATION



17 SHED: E - EAST ELEVATION



16 SHED: E - SOUTH ELEVATION



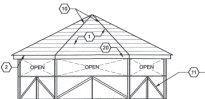
15 SHED: E - WEST ELEVATION



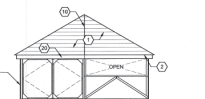
14 MAINTENANCE SHED: D - NORTH ELEVATION

13 MAINTENANCE SHED: D - EAST ELEVATION

SCALE: 1/8" = 1'-0"



21 GAZEBO: G - NORTH ELEVATION



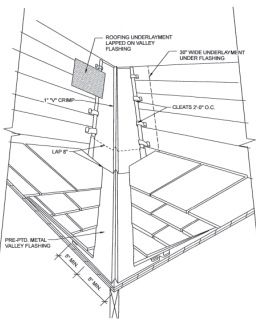
20 GAZEBO: G - EAST ELEVATION

SCALE: 1/8" = 1'-0"

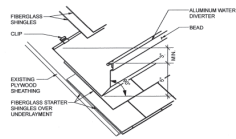
- (1) REMOVE EXISTING SHINGLE ROOFING AND UNDERLAYMENT. REPLACE WITH NEW MEMBRANE UNDERLAYMENT AND PREPARED SHINGLE.
- (2) REMOVE AND REPLACE EXISTING METAL ROOF EDGE WITH NEW PREPARED METAL ROOF EDGE.
- (3) NEW VALLEY FLASHING. SEE DETAIL 3143.
- (4) EXISTING FLASHING (OR CHANGE) VENT TO BE REMOVED AND REINSTALLED AFTER ROOF IS COMPLETE. COORDINATE ANY SHUT-DOWN OF COOKING AND MECHANICAL EQUIPMENT WITH THE FACILITY ADMINISTRATOR. REPORT TO BRIDGE ROOF.
- (5) EXISTING FLASHING VENT. REPLACE.
- (6) EXISTING GABLE. SEE DETAIL 3143 & 4143.
- (7) LINE OF ROOF SLOPE CHANGE.
- (8) NEW CAP ROOF SHINGLES. SEE DETAIL.
- (9) REPLACED DAMAGED FASCIA.
- (10) NEW HP ROOF SHINGLES.
- (11) EXISTING TO REMAIN, (NO WORK).
- (12) EXISTING OVERHEAD ELECTRICAL SERVICE TO REMAIN. EXERCISE CAUTION.

- (13) EXISTING METAL FLASH TO REMAIN.
- (14) RE-INSTALL EXISTING ALUMINUM WATER DRAINAGE.
- (15) EXISTING VENT FAN. REMOVE AND RE-INSTALL.
- (16) EXISTING FASCIA, GUTTERS, AND DOWNSPOUTS TO REMAIN.
- (17) EXISTING BRICK VENER (NO WORK).
- (18) EXISTING BRICK VENER (NO WORK).
- (19) EXISTING BRICK VENER (NO WORK).
- (20) EXISTING BRICK VENER (NO WORK).
- (21) EXISTING BRICK VENER (NO WORK).
- (22) EXISTING BRICK VENER (NO WORK).
- (23) EXISTING BRICK VENER (NO WORK).
- (24) EXISTING BRICK VENER (NO WORK).
- (25) EXISTING BRICK VENER (NO WORK).
- (26) EXISTING BRICK VENER (NO WORK).
- (27) EXISTING BRICK VENER (NO WORK).

KEYNOTES



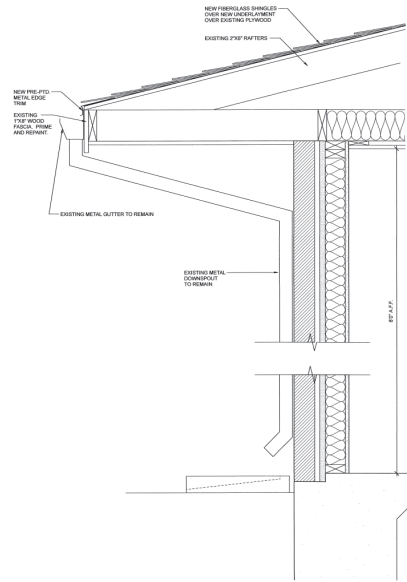
**ROOF DETAIL @ METAL VALLEY -
7 BUILDINGS "A" & "B"**



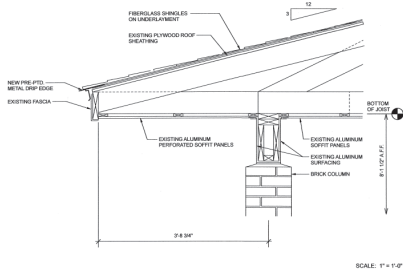
**ROOF DETAIL @ WATER
6 DIVERTER - BUILDING "B"**



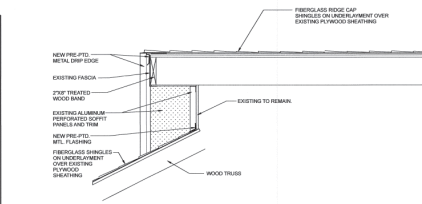
**ROOF DETAIL @ RIDGE VENT -
5 BUILDING "B"**



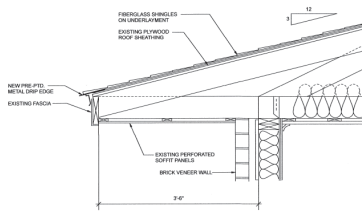
1 ROOF SECTION - BUILDING "A"



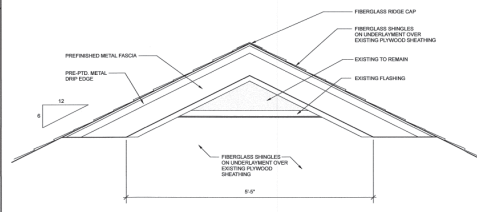
8 ROOF SECTION @ PORCH - BUILDING "B"



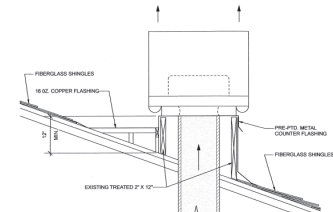
3 ROOF SECTION @ GABLE - BUILDING "B"



9 ROOF SECTION @ SOFFIT - BUILDING "B"



4 ROOF GABLE DETAIL - BUILDING "B"



2 EXHAUST FAN MOUNTING DETAIL - BUILDING "A"



**Assisi Bridge House:
Reroofing
Hurricane Ida
Repairs**
600 Bull Run Road
Schriever, Louisiana 70375

For:
The Roman Catholic Church for
the Diocese of
Houma (Houma), on behalf of
and in the interest of
Catholic Churches,
Diocese of Houma (Houma)
1238 Aquatic Street
Houma, Louisiana 70360

**Carl P. Blum
AIA
Architect**

P. O. Box 2386
900 David Drive
Morgan City, Louisiana
70381
(504) 383-3296
Fax (504) 383-3297
E-Mail: cblum@carpblum.com
carpblumarchitect.com

Drawn:
KSH

Checked:
CPS

Revised:

Code:

23-09

Date:

November 14, 2022

**Roof
Details**

A6.0

4 of 4



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

The Roman Catholic Church for the Diocese of Houma-Thibodaux, on behalf of and for the benefit of Catholic Charities, Diocese of Houma-Thibodaux
600 Bull Run Road
Schriever, LA 70395

THE OWNER:

(Name, legal status and address)

The Roman Catholic Church for the Diocese of Houma-Thibodaux, on behalf of and for the benefit of Catholic Charities, Diocese of Houma-Thibodaux, Other
600 Bull Run Road
Schriever, Louisiana 70395

THE ARCHITECT:

(Name, legal status and address)

Carl P. Blum AIA Architect
P.O. Box 2386
Morgan City, LA 70381

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| 5 | SUBCONTRACTORS |
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| 11 | INSURANCE AND BONDS |
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| 13 | MISCELLANEOUS PROVISIONS |

ADDITIONS AND DELETIONS:

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

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

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

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



Init.

/

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

1.1.9 MISCELLANEOUS DEFINITIONS

1.1.9.1 Terms "building code," and "code," refer to regulations of governmental entities having jurisdiction.

1.1.9.2 "Acceptable," "required," and "as directed" refer to or indicate work or materials that may be acceptable or approved by the Architect, as the Owner's agent, only to the extent the work or materials conform to the requirements

of the Contract Documents and in no way shall be interpreted to imply any responsibility on the part of the Architect concerning the Contractor's obligations under Paragraphs 3.3, 3.11, 3.12, 4.2, and 10.2.

1.1.9.3 Term "similar" means in its GENERAL sense and not necessarily identical.

1.1.9.4 Terms "shown," "indicated," "detailed," "noted," "scheduled," and terms of similar import, refer to requirements contained in Contract Documents.

1.1.9.5 The terms "knowledge" and "recognize", their respective derivatives and similar terms in the Contract Documents as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows, or should know, recognizes, or should recognize, in exercising the care, skill and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms of the Contract Documents shall be interpreted to mean reasonably inferable by a bidding the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

1. Drawings over specifications.
2. Large scale drawings over small-scale dimensions.
3. Figured dimensions over scale dimensions.
4. Supplementary GENERAL Requirements over AIA GENERAL Conditions.
5. Architectural drawings over mechanical and electrical drawings.
6. Any addenda over all material of an earlier date.
7. Equipment drawings, as may be provided by the Owner, over architectural and mechanical drawings of earlier dates.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or

distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require;

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

§ 2.3.6 For this particular Project (Work), the Contractor shall be furnished, free of charge, five sets of the drawings and project manual. Additional sets requested by the Contractor will be furnished at reproduction cost.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or

neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

2.6 Additional Rights

2.6.1 The Owner's rights provided under Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

2.6.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

3.2.1.1 After notifying Architect, in writing, of any error, inconsistency, or omission discovered in the Contract Documents, Contractor shall not proceed with any work so affected without Architect's written decision, in accordance with Paragraphs 4.2.11, 4.2.12 and 4.2.13.

3.2.1.2 The Architect shall have the final authority to determine whether any change or modification should be made, and no change or modification of any kind shall be made except on the Architect's written instructions.

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

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall

promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

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

§ 3.3 Supervision and Construction Procedures

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

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

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

3.3.4 The Contractor shall be solely responsible for all grades, lines and levels and responsible for the work being within the permissible limits established by survey required by Paragraph 2.2.2.

§ 3.4 Labor and Materials

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

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

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

3.4.4 All PRODUCTS specified in the Project Manual or indicated on Drawings by manufacturer's name, catalog or model number have been selected on the basis of appearance, performance, dimension, quality or function. Only the product specified or indicated on Drawings will be accepted, unless other PRODUCTS are approved by the Architect in accordance with provisions of the bidding requirements or GENERAL Requirements of the Specifications. The term "equal" or "or equal", used in the Specifications is defined as meaning "equal in the opinion of the Architect".

3.4.5 A request made by the Contractor for a substitution is a representation to the Architect as follows:

1. The Contractor has investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
2. The Contractor will provide the same warranty for the substitute product as for that specified.
3. The Contractor waives all claims for additional costs related to the substitution, unless specifically included with the request.
4. The Contractor will coordinate the installation of the accepted substitute, making such changes as may be required to complete the Work in all respects.

§ 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Contractor shall warrant and guarantee all material and workmanship for a period of one year from the date of recordation of a Certificate of Substantial Completion. This warranty shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.

3.5.3 All equipment warranties shall take effect on the date of Substantial Completion of the Work or designated portion thereof that includes the items covered by warranties, not on the date of installation of any specific product.

§ 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.

3.6.1 Taxes include, without limitation, Old Age Pension, Unemployment and any other and all taxes imposed by local, City, County, State or Federal Governments and include such expenses or taxes as a part of the stipulated Contract Sum. This requirement excludes taxes and assessments on real property comprising the site or Project.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

(Paragraph deleted)

§ 3.7.1 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.

§ 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 including, without limitation, all applicable federal, state, and local equal opportunity laws, regulations, executive orders, or requirements.

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first

observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

3.7.6 Before any work begins, or within fifteen (15) days from the date the Contract is executed, whichever occurs first, the Contractor, at his own expense, shall record the Contract and Bond or Bonds required with the Clerk of Court or Recorder of Mortgages of the County where the work is to be performed. Contractor shall furnish the Architect and Owner with a Certificate of Recordation, including date, time, book and folio number.

3.7.7 A photocopy of the building permit shall be delivered to the Architect and Owner as soon as it is obtained. Upon final completion, the Contractor shall deliver all original permits, licenses, and certificates to the Owner and shall deliver photocopies to the Architect.

3.7.8 The Contractor and the Subcontractors shall be registered under and comply with all Social Security Acts of the United States and of the State of Louisiana, as employers, regardless of the number of men employed. They shall be responsible and liable for all reports and payments under these statutes and shall save the Owner harmless from any liability under these statutes.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

3.9.4 The superintendent shall be employed for this Project only, not for any other projects on or off this Project Site. The superintendent shall be on the site at all times work is underway. This person must be an employee of the Contractor; assignment of this responsibility to a subcontractor is not acceptable.

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in

accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

3.13.1 The Owner shall have the privilege to use any and all portions of the site and the construction in accordance with Article 6, provided that such occupancy does not hamper the Contractor or prevent his efficient completion of the Contract. Such use shall not constitute an acceptance of the Contractor's work in whole or in part.

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 Contractor assumes entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or alleged injury (including death) or damage or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the Work by the Contractor, his agents, servants and employees, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, including losses, expenses or damages sustained by the Owner or the Architect. To the fullest extent permitted by law, the Contractor shall and does hereby indemnify, defend, and hold harmless the Owner, Architect and their respective officers, agents, servants, and employees from any and all such losses, expenses, damages, demands and claims and shall defend any suit or action brought against Owner and Architect and their officers, agents, servants and employees, or any of them, based on any such alleged injury or damage, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, and shall pay all damages, costs, and expenses, including reasonable attorney's fees in connection therewith or resulting therefrom. If there are such injuries or alleged injuries or damage or alleged damage unsettled when the Work is complete, final settlement between the Owner and the Contractor shall be deferred until such claims are adjusted or suitable special indemnity acceptable to the Owner is provided by Contractor.

The Contractor shall and does hereby indemnify and save Owner and Architect harmless from all liens, claims and demands arising out of the services, labor, equipment and material furnished by Contractor and any of Contractor's employees, agents, Subcontractors and his or their materialmen in connection with the Contract or arising out of or in

connection with any act or representation of the Contractor, his agents, employees and Subcontractors and his or their materialmen.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

7.3.11 In subparagraph 7.3.4 an allowance for the combined GENERAL Conditions costs (including, but not limited to, Supervision, Insurance, Taxes & Bonds), overhead and profit for Change Orders and Construction Change Directives included in the total cost to the Owner shall be based on the following schedule:

1. For the Contractor, for work performed by the Contractor's own forces, 15 percent of the cost.
2. For the Contractor, for work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor, for work performed by that Subcontractor's or Sub-subcontractor's own force, 10 percent of the cost.
4. For each Subcontractor, for work performed by the Subcontractor's Sub-subcontractors, 10 percent of the amount due the Sub-subcontractor.
5. Cost to which the GENERAL Contractor overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.3.
6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of cost including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

§ 8.1.4 Contract Time shall be based on Consecutive Calendar Days (Weekdays, Saturdays, Sundays and Holidays inclusive). A Calendar Day is one of 24 hours beginning at 12:00 midnight.

8.1.5 Contractor shall commence work under this Contract on date specified in the Notice To Proceed and fully complete the Work of the Project within number of Consecutive Calendar Days (Weekdays, Saturdays, Sundays and Holidays included) stated in the Contract Documents.

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

8.3.1.1 Normal adverse weather based on National Oceanic and Atmospheric Administration records for the project site shall not be cause for an extension of Contract time unless such extension is agreed to in writing between Contractor and Owner:

8.3.1.2 In planning the construction schedule within the agreed Contract Time, it shall be assumed that Contractor has anticipated amount of adverse weather conditions for season or seasons of year involved. Only those weather delays which prevent work on critical activities for 50% or more of the Contractor's scheduled work day and which are attributable to other than normal weather conditions will be considered by Architect for extension of time.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

9.1.3 Notwithstanding anything to the contrary in the Contract Documents, the Owner may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under any of the Contract Documents; provided, however, that any such holdback shall be limited to an amount sufficient in the reasonable opinion of Owner to cure such default or failure of performance by the Contractor.

§ 9.2 Schedule of Values

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

9.2.1 In GENERAL, the contract sum shall be distributed in accordance with the type of work designated by Technical Sections of the Specifications, and in the case of large projects, subdivided further into component parts of the Technical Sections as the Architect directs.

9.2.2 Total of all items shall be equal to total contract sum. This schedule, when approved by Architect, will be used only as a basis for 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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

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

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

9.3.4 Retainage shall not be payable to the Contractor until Final Payment as provided in 9.10.

9.3.5 At the time when final payment for all work, less retainage, is requested a list of exceptions and a dollar value related thereto will be prepared by the Architect. A monetary value will be assigned to each item so that, if necessary in the opinion of the Architect, a supplementary retainage can be withheld in addition to the normal retainage, to cover such exceptions to acceptance.

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

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

§ 9.6.2 The Contractor shall promptly pay each Subcontractor and each supplier of equipment and material upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's and supplier's portion of the work, the amount to which said Subcontractor and supplier is entitled, reflecting the percentages actually retained from payments to the Contractor on account of such Subcontractor's and supplier's portion of the work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors and suppliers of equipment and materials in similar manner.

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

9.8.1.1 As applicable, the Contractor shall comply with the provisions of the Private Works Act (R.S. 9:4801 et seq) relating to preservation of claims, privileges and liens. Upon Substantial Completion of the Work and on the recommendations of the Architect, the Owner shall accept the work in accordance with the Certificate of Substantial Completion of the Work and provisions thereof. The Owner shall sign the Certificate of Substantial Completion of the Work, and the Contractor shall cause the Certificate to be recorded in the Mortgage Records of the Parish/County in which the work has been done. The Contractor shall provide the Owner with a Certificate of Recordation certifying that the Substantial Completion certificate has been recorded. Issuance of the Certificate of Substantial Completion does not constitute final acceptance.

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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

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

9.8.6 The Work shall be considered accepted only upon formal recordation of a Certificate of Substantial Completion in the office of the Recorder of Mortgages for the Parish/County in which the Work is located in the State of Louisiana. The Contractor shall be responsible for the recordation of this document.

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

9.10.2.1 Neither the final payment nor any part of the retained percentage shall become due until the applicable period for filing claims under the Private Works Act (R.S. 9:4801 et seq) has expired and the Contractor delivers to the Owner a clear lien and privilege certificate issued by the Clerk of Court or Recorder of Mortgages in the parish/county where the project is located, certifying that no claims or privileges have been recorded against the property within no less than thirty (30) days after acceptance (substantial completion), and all affidavits, consents and releases specified in paragraph 9.10.2 have been submitted. Contractor shall also deliver to Owner a Lien Waiver (or Waiver of Lien) to the Owner.

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

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

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

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

9.11 LIQUIDATED DAMAGES

9.11.1 The Contractor (and his Surety) should he fail to substantially complete the Work within the Contract Time or any properly granted extension thereof shall be liable for and shall pay to the Owner the sums stipulated in the Agreement as fixed, agreed and Liquidated Damages, not a penalty, for each calendar day of delay until the work is substantially complete. It is further understood and agreed that Contractor's failure to achieve Substantial Completion on the date set forth in the Agreement shall constitute a default and breach of the Contract, and that the Contractor specifically waives formal notice of default.

9.11.2 The Contract Time stated in consecutive calendar days and the Liquidated Damages stated in Dollars per Day shall be stated in the Agreement.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss. Contractor shall provide for the marking of all underground utilities prior to any digging, excavation or other disturbance of earth.

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

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

10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice and comply with requirements of Louisiana Law.

10.2.4.2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances that may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner as required by State Law.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not

attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect. Contractor shall promptly, within two (2) hours, report to the Architect and the Owner, in writing, all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage. The initial report shall be followed up by an official report.

10.2.1.6 The Contractor expressly agrees that it is exclusively responsible for compliance with the Occupational Safety and Health Act (OSHA) and state and local regulations for the construction in that it is the "employer" within the meaning of these regulations. It is the expressed intent of the parties that the Contractor, not the Architect, nor the Owner are in charge of the Work. Any provision in the Contract Documents in conflict with this paragraph shall be null and void.

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

§ 10.2.8 Injury or Damage to Person or Property

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

10.2.9 Security on Site: The Contractor is solely responsible for the security of all equipment, tools, or other property of the Contractor, its Subcontractors, its Sub-subcontractors, and its suppliers at the Project site to include any loss or damage due to theft or vandalism. The Contractor shall provide for any needed security at the site.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. Mold is not considered to be hazardous for the purposes of this Section; however, the Contractor should notify the Owner and Architect of the presence of black mold on building components, in writing, in any affected area of the Project. The Owner is responsible to assess any area of a Project where mold is observed. The Owner, if necessary, will provide for remediation of mold in any affected area of a Project not otherwise identified in the Contract Documents. The Owner will advise the Architect and Contractor upon completion of the remediation of any affected area due to the presence of black mold in the area. There are no clear standards set regarding exposure levels for mold since mold is generally present everywhere. The presence of black mold in an area of a Project does not affect the remaining areas of a Project and the Contractor shall continue with Work in the unaffected areas of a Project.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

11.1.1.1 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis, including:

1. Premises & Operations (including X, C & U coverages as applicable) Independent Contractor's Protective covering contractor's subs, if any. Products and Completed Operations.
2. Personal Injury Liability
3. Blanket Contractual Liability
4. Personal and Advertising Injury
5. Auto Liability for all owned, non-owned and hired cars.
6. Broad form property damage
7. Excess or Umbrella Liability

11.1.1.2 Public Liability Insurance: While Contractor is performing operations at Parish or school facilities, Contractor shall maintain public liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) per annual aggregate. The Contractor agrees to protect, defend, indemnify and hold harmless the Parish or school against and from any claim or cause of action arising out of or from any negligence or other actionable fault of the Contractor or its employees, agents, members or officers. Such insurance coverage shall be maintained by insurance carriers acceptable to Owner in all respects, authorized to do business in the state where the Work is located, shall specifically insure the Owner, and shall be maintained until the entire Work is completed and accepted by Owner, except that the completed operations coverage referred to below shall be maintained for an additional one year

period following completion of the Work and acceptance by the Owner.

11.1.1.3 Automobile Liability Insurance: Contractor shall maintain automobile liability insurance for any owner autos, hired autos or non-owned autos used in connection with the Contractor's business. Automobile liability coverage should be maintained by the Contractor in the minimum amount of \$500,000 per person, \$1,000,000 per accident and \$500,000 property damage.

11.1.1.4 Workers Compensation Insurance: Contractor shall maintain workers' compensation insurance as required by law.

11.1.1.5 Additional Insured: Contractor agrees to provide a certificate of insurance to the Parish or school which will name the Parish or school as an additional insured on Contractor's liability policy for claims arising out of Contractor, subcontractors or sub-subcontractors operations or made by Contractors, subcontractors or sub-subcontractors, employees, agents, guests, customers, invitees or subcontractors. Contractor must verify its liability insurance policy is primary in the event of a covered claim or cause of action against Parish or school. If and only if Contractor fails to fulfill the insurance requirements contained in these Supplementary Conditions, then Contractor agrees to defend, hold harmless and indemnify the Parish or school against and from any claim or cause of action arising out of the construction project which is alleged against the Parish or school, even if such claim or cause of action arose from the negligence of Parish or school, its employees or volunteers or another party not named to this contract. All insurance furnished in compliance with this Article shall include the Owner and the Architect as additional insured and shall waive rights of subrogation against the Owner. Insurance shall be with a reliable company, of the Contractor's choice, acceptable to and approved by the Owner and authorized to do business in the State of Louisiana.

11.1.1.6 Subcontractors: Contractor shall be required to verify that all subcontractors maintain public liability insurance, worker's compensation insurance and automobile liability insurance. Furthermore, Contractor agrees to indemnify and defend the Parish or school for any claim or cause of action, whatsoever which was caused by the negligence, or other actionable fault of an uninsured subcontractor.

11.1.1.7 No Waiver of Subrogation: Owner does not waive any rights of recovery against the Contractor, subcontractor or sub-subcontractor for any damages.

Owner and Contractor, subcontractor or sub-subcontractor do waive the right of recovery against each other for any damages covered under Property, Builders Risk or Boiler and Machinery coverage for which either party is responsible if that party does not have liability insurance to cover such damages and liability insurance has been maintained as required by this document. Contractor and Parish or school agree that these Supplementary Conditions override any and all portions of previous agreements between Contractor and Parish or school that contain language in contradiction with these Supplementary Conditions.

11.1.1.8 General Liability insurance must be written on an occurrence form. Insurance written on a claims made form is not acceptable. The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater, if required by law:

a. Worker's Compensation:

1. Coverage A - State of Louisiana - Statutory provisions
2. Coverage B - Employer's Liability:
 - \$1,000,000 per Accident
 - \$1,000,000 Disease - each employee
 - \$1,000,000 Disease - annual aggregate
3. Applicable federal coverages.
4. Statutory Limit

This policy shall be endorsed to include a Waiver of Subrogation in favor of the Owner, its officers and employees.

b. Commercial General Liability (including Premises & Operations, Independent Contractors' Protective Liability, Products and Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage including coverage for explosion, collapse and underground hazards.

1. Bodily Injury & Property Damage Liability combined single limit of:
 - \$ 1,000,000 per Occurrence
 - \$ 2,000,000 Annual Aggregate

2. Personal & Advertising Liability combined single limit of:
\$ 2,000,000 per Occurrence
3. Products & Completed Operations combined single limit of:
\$ 2,000,000 per Occurrence
- c. Owners Protective Liability including Bodily Injury and Property Damage Combined Single Limit of Liability of: \$ 1,000,000 per Occurrence
- d. Automobile Liability including Bodily Injury and Property Damage
\$500,000 per Person
\$1,000,000 per Accident
\$500,000 Property Damage
- e. Umbrella or Excess Liability which applies as excess over and lists as underlying the Workers Compensation, General Liability and Auto Liability policies specified above with Umbrella limit of:
\$ 1,000,000 over primary insurance

Aircraft Liability including Injury (including passengers) and Property Damage Combined Single Limit of Liability of: \$ 1,000,000 per Occurrence

Watercraft Liability: (Owned & Non-Owned) when watercraft are used in the performance of the Contract for Bodily Injury and Property Damage Combined Single Limit of Liability of: \$ 1,000,000 per Occurrence.

Products & Completed Operations included in the Commercial General Liability policy must be continued in force for a period of at least five (5) years after completion of the total contract.

11.1.8 If the insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, "Certificate of Insurance". If this insurance is written on a Commercial General Liability policy form, ACCORD Form 25S will be acceptable.

11.1.1.9 Insurance and bonds shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, which is published annually in the Federal Register, or by a Louisiana domiciled insurance company, with a least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to the individual bonds up to ten percent of the policyholder's surplus, as shown in the A.M. Best's Key Rating Guide.

11.1.1.10 The Contractor shall furnish Performance and Payment Bonds covering faithful performance of the Contract and payment of obligations arising thereunder.
Bonds may be obtained through a company licensed to do business in the State of Louisiana and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.

11.1.1.11 The Contractor shall deliver the required bonds to the Owner not later than the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished. The Performance Bond shall remain in full force and effect for one year following the date of Substantial Completion to secure the performance of the Contractor's Guarantee. The executed Bond together with the bonding agent's power of attorney, shall be furnished to the Owner, along with the executed Contract, and the number of copies required by Owner for filing and recording purposes. The bond shall provide that the surety waives notice of and consents to any extension of time granted to the Contractor.

11.1.1.12 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to be an agent of the bonding company who is licensed as an insurance agent in Louisiana and shall state such on the face of the bond. This attorney-in-fact shall affix to the bonds a certified and current copy of the power of attorney.

11.1.1.13 Recording of Performance Bond and Payment Bond

The Contractor shall record, prior to the start of the Work, the complete Contract between Owner and Contractor, together with the Performance Bond and the Payment Bond with the Clerk of Court and furnish the recording information to the Architect.

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

11.2.2 A Builder's Risk and Boiler and Machinery Coverage will be obtained by Owner to cover the project. Any payment under Builder's Risk or Boiler and Machinery Coverages will be made jointly to Owner and contractor. Further, Owner and Contractor agree that any payment under Builder's Risk or Boiler and Machinery Coverages will be placed into a joint account until such funds are reinvested in the Construction project.

11.2.3 Owner purchased insurance shall not cover portions of work stored off site, portions of work in transit, on-site contractor owner or leased equipment, scaffolding, hand tools, job shacks, storage facilities and lifts. Contractor shall purchase the necessary coverages.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. Defective work includes but is not limited to movable or adjustable work that has not remained in good working order including hardware, weatherstripping, doors, windows, drawers, apparatus, machinery, and electrical and mechanical equipment, except for normal wear. Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct, and the Contractor shall attend a meeting with the Owner to review the facility operations and performance and record deficiencies in the work that must be corrected by the Contractor.

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 Successors and Assigns

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

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

13.2.3 Written Notice

Written notice shall be deemed to have 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.

§ 13.3 Rights and Remedies

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

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

13.3.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts and provisions of the Contract Documents.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

13.6 The expense of recording the Contract, Substantial Completion, and Lien and Privilege Certificate shall be borne by Contractor.

13.7 Nothing in the Contract Documents shall be construed to discharge the Contractor, his employees, agents or Subcontractors from liability or negligence on the part of the Contractor, his employees, agents or Subcontractors.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 the filing by or against the Contractor of a proceeding for bankruptcy, arrangement, reorganization, or any other relief afforded debtors or affecting creditors under the United States Bankruptcy Code or under the laws of any state.

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes

and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

15.1.8 The interpretation of these Contract Documents, and any and all disputes, claims and actions arising from or in connection with this Contract shall be governed by the laws of the State of Louisiana, and the parties thereto designate the Civil District Court for the Parish of St. Mary, State of Louisiana, as the forum for any such claims, disputes and actions.

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

| *(Paragraphs deleted)*

Additions and Deletions Report for

AIA® Document A201® – 2017

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The Roman Catholic Church for the Diocese of Houma-Thibodaux, on behalf of and for the benefit of Catholic Charities, Diocese of Houma-Thibodaux
600 Bull Run Road
Schriever, LA 70395

...

The Roman Catholic Church for the Diocese of Houma-Thibodaux, on behalf of and for the benefit of Catholic Charities, Diocese of Houma-Thibodaux, Other
600 Bull Run Road
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...

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1.1.9 MISCELLANEOUS DEFINITIONS

1.1.9.1 Terms "building code," and "code," refer to regulations of governmental entities having jurisdiction.

1.1.9.2 "Acceptable," "required," and "as directed" refer to or indicate work or materials that may be acceptable or approved by the Architect, as the Owner's agent, only to the extent the work or materials conform to the requirements of the Contract Documents and in no way shall be interpreted to imply any responsibility on the part of the Architect concerning the Contractor's obligations under Paragraphs 3.3, 3.11, 3.12, 4.2, and 10.2.

1.1.9.3 Term "similar" means in its GENERAL sense and not necessarily identical.

1.1.9.4 Terms "shown," "indicated," "detailed," "noted," "scheduled," and terms of similar import, refer to requirements contained in Contract Documents.

1.1.9.5 The terms "knowledge" and "recognize", their respective derivatives and similar terms in the Contract Documents as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows, or should know, recognizes, or should recognize, in exercising the care, skill and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms of the Contract Documents shall be interpreted to mean reasonably inferable by a bidding the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

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

1. Drawings over specifications.
2. Large scale drawings over small-scale dimensions.
3. Figured dimensions over scale dimensions.
4. Supplementary GENERAL Requirements over AIA GENERAL Conditions.
5. Architectural drawings over mechanical and electrical drawings.
6. Any addenda over all material of an earlier date.
7. Equipment drawings, as may be provided by the Owner, over architectural and mechanical drawings of earlier dates.

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§ 2.3.6 ~~Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~ For this particular Project (Work), the Contractor shall be furnished, free of charge, five sets of the drawings and project manual. Additional sets requested by the Contractor will be furnished at reproduction cost.

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2.6 Additional Rights

2.6.1 The Owner's rights provided under Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

2.6.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted Owner in the Contract Documents.

...

3.2.1.1 After notifying Architect, in writing, of any error, inconsistency, or omission discovered in the Contract Documents, Contractor shall not proceed with any work so affected without Architect's written decision, in accordance with Paragraphs 4.2.11, 4.2.12 and 4.2.13.

3.2.1.2 The Architect shall have the final authority to determine whether any change or modification should be made, and no change or modification of any kind shall be made except on the Architect's written instructions.

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3.3.4 The Contractor shall be solely responsible for all grades, lines and levels and responsible for the work being within the permissible limits established by survey required by Paragraph 2.2.2.

...

3.4.4 All PRODUCTS specified in the Project Manual or indicated on Drawings by manufacturer's name, catalog or model number have been selected on the basis of appearance, performance, dimension, quality or function. Only the product specified or indicated on Drawings will be accepted, unless other PRODUCTS are approved by the Architect in accordance with provisions of the bidding requirements or GENERAL Requirements of the Specifications. The term "equal" or "or equal", used in the Specifications is defined as meaning "equal in the opinion of the Architect".

3.4.5 A request made by the Contractor for a substitution is a representation to the Architect as follows:

1. The Contractor has investigated the proposed substitute product and determined that is equal or superior in all respects to that specified.

2. The Contractor will provide the same warranty for the substitute product as for that specified.
3. The Contractor waives all claims for additional costs related to the substitution, unless specifically included with the request.
4. The Contractor will coordinate the installation of the accepted substitute, making such changes as may be required to complete the Work in all respects.

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§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Contractor shall warrant and guarantee all material and workmanship for a period of one year from the date of recordation of a Certificate of Substantial Completion. This warranty shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.

3.5.3 All equipment warranties shall take effect on the date of Substantial Completion of the Work or designated portion thereof that includes the items covered by warranties, not on the date of installation of any specific product.

...

3.6.1 Taxes include, without limitation, Old Age Pension, Unemployment and any other and all taxes imposed by local, City, County, State or Federal Governments and include such expenses or taxes as a part of the stipulated Contract Sum. This requirement excludes taxes and assessments on real property comprising the site or Project.

§ 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.

§ 3.7.1. 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.

§ 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. Work including, without limitation, all applicable federal, state, and local equal opportunity laws, regulations, executive orders, or requirements.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to any 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.

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3.7.6 Before any work begins, or within fifteen (15) days from the date the Contract is executed, whichever occurs first, the Contractor, at his own expense, shall record the Contract and Bond or Bonds required with the Clerk of Court or Recorder of Mortgages of the County where the work is to be performed. Contractor shall furnish the Architect and Owner with a Certificate of Recordation, including date, time, book and folio number.

3.7.7 A photocopy of the building permit shall be delivered to the Architect and Owner as soon as it is obtained. Upon final completion, the Contractor shall deliver all original permits, licenses, and certificates to the Owner and shall deliver photocopies to the Architect.

3.7.8 The Contractor and the Subcontractors shall be registered under and comply with all Social Security Acts of the United States and of the State of Louisiana, as employers, regardless of the number of men employed. They shall be responsible and liable for all reports and payments under these statutes and shall save the Owner harmless from any liability under these statutes.

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3.9.4 The superintendent shall be employed for this Project only, not for any other projects on or off this Project Site. The superintendent shall be on the site at all times work is underway. This person must be an employee of the Contractor; assignment of this responsibility to a subcontractor is not acceptable.

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3.13.1 The Owner shall have the privilege to use any and all portions of the site and the construction in accordance with Article 6, provided that such occupancy does not hamper the Contractor or prevent his efficient completion of the Contract. Such use shall not constitute an acceptance of the Contractor's work in whole or in part.

...

§ 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, Contractor assumes entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or alleged injury (including death) or damage or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the Work by the Contractor, his agents, servants and employees, a Subcontractor, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, including losses, expenses or damages sustained by the Owner or the Architect. To the fullest extent permitted by law, the Contractor shall and does hereby indemnify, defend, and hold harmless the Owner, Architect and their respective officers, agents, servants, and employees from any and all such losses, expenses, damages, demands and claims and shall defend any suit or action brought against Owner and Architect and their officers, agents, servants and employees, or any of them, based on any such alleged injury or damage, regardless of whether or not such claim, damage, loss, 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 hereunder, and shall pay all damages, costs, and expenses, including reasonable attorney's fees in connection therewith or resulting therefrom. If there are such injuries or alleged injuries or damage or alleged damage unsettled when the Work is complete, final settlement between the Owner and the Contractor shall be deferred until such claims are adjusted or suitable special indemnity acceptable to the Owner is provided by Contractor. The Contractor shall and does hereby indemnify and save Owner and Architect harmless from all liens, claims and demands arising out of the services, labor, equipment and material furnished by Contractor and any of Contractor's employees, agents, Subcontractors and his or their materialmen in connection with the Contract or arising out of or in connection with any act or representation of the Contractor, his agents, employees and Subcontractors and his or their materialmen.

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§ 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.

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7.3.11 In subparagraph 7.3.4 an allowance for the combined GENERAL Conditions costs (including, but not limited to, Supervision, Insurance, Taxes & Bonds), overhead and profit for Change Orders and Construction Change Directives included in the total cost to the Owner shall be based on the following schedule:

1. For the Contractor, for work performed by the Contractor's own forces, 15 percent of the cost.
2. For the Contractor, for work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor,
for work performed by that Subcontractor's or Sub-subcontractor's own force, 10 percent of the cost.
4. For each Subcontractor, for work performed by the Subcontractor's Sub-subcontractors, 10 percent of the amount due the Sub-subcontractor.

5. Cost to which the GENERAL Contractor overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.3.

6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of cost including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

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§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Contract Time shall be based on Consecutive Calendar Days (Weekdays, Saturdays, Sundays and Holidays inclusive). A Calendar Day is one of 24 hours beginning at 12:00 midnight.

8.1.5 Contractor shall commence work under this Contract on date specified in the Notice To Proceed and fully complete the Work of the Project within number of Consecutive Calendar Days (Weekdays, Saturdays, Sundays and Holidays included) stated in the Contract Documents.

...

8.3.1.1 Normal adverse weather based on National Oceanic and Atmospheric Administration records for the project site shall not be cause for an extension of Contract time unless such extension is agreed to in writing between Contractor and Owner:

8.3.1.2 In planning the construction schedule within the agreed Contract Time, it shall be assumed that Contractor has anticipated amount of adverse weather conditions for season or seasons of year involved. Only those weather delays which prevent work on critical activities for 50% or more of the Contractor's scheduled work day and which are attributable to other than normal weather conditions will be considered by Architect for extension of time.

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9.1.3 Notwithstanding anything to the contrary in the Contract Documents, the Owner may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under any of the Contract Documents; provided, however, that any such holdback shall be limited to an amount sufficient in the reasonable opinion of Owner to cure such default or failure of performance by the Contractor.

...

9.2.1 In GENERAL, the contract sum shall be distributed in accordance with the type of work designated by Technical Sections of the Specifications, and in the case of large projects, subdivided further into component parts of the Technical Sections as the Architect directs.

9.2.2 Total of all items shall be equal to total contract sum. This schedule, when approved by Architect, will be used only as a basis for Contractor's applications for payment.

...

9.3.4 Retainage shall not be payable to the Contractor until Final Payment as provided in 9.10.

9.3.5 At the time when final payment for all work, less retainage, is requested a list of exceptions and a dollar value related thereto will be prepared by the Architect. A monetary value will be assigned to each item so that, if necessary in the opinion of the Architect, a supplementary retainage can be withheld in addition to the normal retainage, to cover such exceptions to acceptance.

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

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§ 9.6.2 The Contractor shall ~~pay each Subcontractor, no later than seven days after promptly pay each Subcontractor and each supplier of equipment and material upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's and supplier's portion of the work, the amount to which the Subcontractor said Subcontractor and supplier is entitled, reflecting the percentages actually retained from payments to the Contractor on account of the Subcontractor's such Subcontractor's and supplier's portion of the Work-work.~~ The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors ~~in a and suppliers of equipment and materials in similar manner.~~

...

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

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9.8.1.1 As applicable, the Contractor shall comply with the provisions of the Private Works Act (R.S. 9:4801 et sea) relating to preservation of claims, privileges and liens. Upon Substantial Completion of the Work and on the recommendations of the Architect, the Owner shall accept the work in accordance with the Certificate of Substantial Completion of the Work and provisions thereof. The Owner shall sign the Certificate of Substantial Completion of the Work, and the Contractor shall cause the Certificate to be recorded in the Mortgage Records of the Parish/County in which the work has been done. The Contractor shall provide the Owner with a Certificate of Recordation certifying that the Substantial Completion certificate has been recorded. Issuance of the Certificate of Substantial Completion does not constitute final acceptance.

...

9.8.6 The Work shall be considered accepted only upon formal recordation of a Certificate of Substantial Completion in the office of the Recorder of Mortgages for the Parish/County in which the Work is located in the State of Louisiana. The Contractor shall be responsible for the recordation of this document.

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9.10.2.1 Neither the final payment nor any part of the retained percentage shall become due until the applicable period for filing claims under the Private Works Act (R.S. 9:4801 et sea) has expired and the Contractor delivers to the Owner a clear lien and privilege certificate issued by the Clerk of Court or Recorder of Mortgages in the parish/county where the project is located, certifying that no claims or privileges have been recorded against the property within no less than thirty (30) days after acceptance (substantial completion), and all affidavits, consents and releases specified in paragraph 9.10.2 have been submitted. Contractor shall also deliver to Owner a Lien Waiver (or Waiver of Lien) to the Owner.

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9.11 LIQUIDATED DAMAGES

9.11.1 The Contractor (and his Surety) should he fail to substantially complete the Work within the Contract Time or any properly granted extension thereof shall be liable for and shall pay to the Owner the sums stipulated in the Agreement as fixed, agreed and Liquidated Damages, not a penalty, for each calendar day of delay until the work is substantially complete. It is further understood and agreed that Contractor's failure to achieve Substantial Completion on the date set forth in the Agreement shall constitute a default and breach of the Contract, and that the Contractor specifically waives formal notice of default.

9.11.2 The Contract Time stated in consecutive calendar days and the Liquidated Damages stated in Dollars per Day shall be stated in the Agreement.

...

§ 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. Contractor shall provide for the marking of all underground utilities prior to any digging, excavation or other disturbance of earth.

...

10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice and comply with requirements of Louisiana Law.

10.2.4.2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances that may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner as required by State Law.

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

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect. Contractor shall promptly, within two (2) hours, report to the Architect and the Owner, in writing, all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage. The initial report shall be followed up by an official report.

10.2.1.6 The Contractor expressly agrees that it is exclusively responsible for compliance with the Occupational Safety and Health Act (OSHA) and state and local regulations for the construction in that it is the "employer" within the meaning of these regulations. It is the expressed intent of the parties that the Contractor, not the Architect, nor the Owner are in charge of the Work. Any provision in the Contract Documents in conflict with this paragraph shall be null and void.

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10.2.9 Security on Site: The Contractor is solely responsible for the security of all equipment, tools, or other property of the Contractor, its Subcontractors, its Sub-subcontractors, and its suppliers at the Project site to include any loss or damage due to theft or vandalism. The Contractor shall provide for any needed security at the site.

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily

injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. Mold is not considered to be hazardous for the purposes of this Section; however, the Contractor should notify the Owner and Architect of the presence of black mold on building components, in writing, in any affected area of the Project. The Owner is responsible to assess any area of a Project where mold is observed. The Owner, if necessary, will provide for remediation of mold in any affected area of a Project not otherwise identified in the Contract Documents. The Owner will advise the Architect and Contractor upon completion of the remediation of any affected area due to the presence of black mold in the area. There are no clear standards set regarding exposure levels for mold since mold is generally present everywhere. The presence of black mold in an area of a Project does not affect the remaining areas of a Project and the Contractor shall continue with Work in the unaffected areas of a Project.

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11.1.1.1 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis, including:

1. Premises & Operations (including X, C & U coverages as applicable) Independent Contractor's Protective covering contractor's subs, if any. Products and Completed Operations.
2. Personal Injury Liability
3. Blanket Contractual Liability
4. Personal and Advertising Injury
5. Auto Liability for all owned, non-owned and hired cares.
6. Broad form property damage
7. Excess or Umbrella Liability

11.1.1.2 Public Liability Insurance: While Contractor is performing operations at Parish or school facilities, Contractor shall maintain public liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) per annual aggregate. The Contractor agrees to protect, defend, indemnify and hold harmless the Parish or school against and from any claim or cause of action arising out of or from any negligence or other actionable fault of the Contractor or its employees, agents, members or officers. Such insurance coverage shall be maintained by insurance carriers acceptable to Owner in all respects, authorized to do business in the state where the Work is located, shall specifically insure the Owner, and shall be maintained until the entire Work is completed and accepted by Owner, except that the completed operations coverage referred to below shall be maintained for an additional one year period following completion of the Work and acceptance by the Owner.

11.1.1.3 Automobile Liability Insurance: Contractor shall maintain automobile liability insurance for any owner autos, hired autos or non-owned autos used in connection with the Contractor's business. Automobile liability coverage should be maintained by the Contractor in the minimum amount of \$500,000 per person, \$1,000,000 per accident and \$500,000 property damage.

11.1.1.4 Workers Compensation Insurance: Contractor shall maintain workers' compensation insurance as required by law.

11.1.1.5 Additional Insured: Contractor agrees to provide a certificate of insurance to the Parish or school which will name the Parish or school as an additional insured on Contractor's liability policy for claims arising out of Contractor, subcontractors or sub-subcontractors operations or made by Contractors, subcontractors or sub-subcontractors, employees, agents, guests, customers, invitees or subcontractors. Contractor must verify its liability insurance policy is primary in the event of a covered claim or cause of action against Parish or school. If and only if Contractor fails to fulfill the insurance requirements contained in these Supplementary Conditions, then Contractor agrees to defend, hold harmless and indemnify the Parish or school against and from any claim or cause of action arising out of the construction project which is alleged against the Parish or school, even if such claim or cause of action arose from the negligence of Parish or school, its employees or volunteers or another party not named to this contract. All insurance furnished in compliance with this Article shall include the Owner and the Architect as additional insured and shall waive rights of subrogation against the Owner. Insurance shall be with a reliable company, of the Contractor's choice, acceptable to and approved by the Owner and authorized to do business in the State of Louisiana.

11.1.1.6 Subcontractors: Contractor shall be required to verify that all subcontractors maintain public liability insurance, worker's compensation insurance and automobile liability insurance. Furthermore, Contractor agrees to indemnify and defend the Parish or school for any claim or cause of action, whatsoever which was caused by the negligence, or other actionable fault of an uninsured subcontractor.

11.1.1.7 No Waiver of Subrogation: Owner does not waive any rights of recovery against the Contractor, subcontractor or sub-subcontractor for any damages.

Owner and Contractor, subcontractor or sub-subcontractor do waive the right of recovery against each other for any damages covered under Property, Builders Risk or Boiler and Machinery coverage for which either party is responsible if that party does not have liability insurance to cover such damages and liability insurance has been maintained as required by this document. Contractor and Parish or school agree that these Supplementary Conditions override any and all portions of previous agreements between Contractor and Parish or school that contain language in contradiction with these Supplementary Conditions.

11.1.1.8 General Liability insurance must be written on an occurrence form. Insurance written on a claims made form is not acceptable. The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater, if required by law:

a. Worker's Compensation:

1. Coverage A - State of Louisiana - Statutory provisions
2. Coverage B - Employer's Liability:
 - \$1,000,000 per Accident
 - \$1,000,000 Disease - each employee
 - \$1,000,000 Disease - annual aggregate
3. Applicable federal coverages.
4. Statutory Limit

This policy shall be endorsed to include a Waiver of Subrogation in favor of the Owner, its officers and employees.

b. Commercial General Liability (including Premises & Operations, Independent Contractors' Protective Liability, Products and Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage including coverage for explosion, collapse and underground hazards.

1. Bodily Injury & Property Damage Liability combined single limit of:
 - \$ 1,000,000 per Occurrence
 - \$ 2,000,000 Annual Aggregate
2. Personal & Advertising Liability combined single limit of:
 - \$ 2,000,000 per Occurrence
3. Products & Completed Operations combined single limit of:
 - \$ 2,000,000 per Occurrence

c. Owners Protective Liability including Bodily Injury and Property Damage Combined Single Limit of Liability of: \$ 1,000,000 per Occurrence

d. Automobile Liability including Bodily Injury and Property Damage

\$500,000 per Person
\$1,000,000 per Accident
\$500,000 Property Damage

e. Umbrella or Excess Liability which applies as excess over and lists as underlying the Workers Compensation, General Liability and Auto Liability policies specified above with Umbrella limit of:
\$ 1,000,000 over primary insurance

Aircraft Liability including Injury (including passengers) and Property Damage Combined Single Limit of Liability of: \$ 1,000,000 per Occurrence

Watercraft Liability: (Owned & Non-Owned) when watercraft are used in the performance of the Contract for Bodily Injury and Property Damage Combined Single Limit of Liability of: \$ 1,000,000 per Occurrence.

Products & Completed Operations included in the Commercial General Liability policy must be continued in force for a period of at least five (5) years after completion of the total contract.

11.1.8 If the insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, "Certificate of Insurance". If this insurance is written on a Commercial General Liability policy form, ACCORD Form 25S will be acceptable.

11.1.1.9 Insurance and bonds shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, which is published annually in the Federal Register, or by a Louisiana domiciled insurance company, with a least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to the individual bonds up to ten percent of the policyholder's surplus, as shown in the A.M. Best's Key Rating Guide.

11.1.1.10 The Contractor shall furnish Performance and Payment Bonds covering faithful performance of the Contract and payment of obligations arising thereunder.
Bonds may be obtained through a company licensed to do business in the State of Louisiana and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.

1.1.1.11 The Contractor shall deliver the required bonds to the Owner not later than the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished. The Performance Bond shall remain in full force and effect for one year following the date of Substantial Completion to secure the performance of the Contractor's Guarantee. The executed Bond together with the bonding agent's power of attorney, shall be furnished to the Owner, along with the executed Contract, and the number of copies required by Owner for filing and recording purposes. The bond shall provide that the surety waives notice of and consents to any extension of time granted to the Contractor.

11.1.1.12 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to be an agent of the bonding company who is licensed as an insurance agent in Louisiana and shall state such on the face of the bond. This attorney-in-fact shall affix to the bonds a certified and current copy of the power of attorney.

11.1.1.13 Recording of Performance Bond and Payment Bond
The Contractor shall record, prior to the start of the Work, the complete Contract between Owner and Contractor, together with the Performance Bond and the Payment Bond with the Clerk of Court and furnish the recording information to the Architect.

11.2.2 A Builder's Risk and Boiler and Machinery Coverage will be obtained by Owner to cover the project. Any payment under Builder's Risk or Boiler and Machinery Coverages will be made jointly to Owner and contractor. Further, Owner and Contractor agree that any payment under Builder's Risk or Boiler and Machinery Coverages will be placed into a joint account until such funds are reinvested in the Construction project.

11.2.3 Owner purchased insurance shall not cover portions of work stored off site, portions of work in transit, on-site contractor owner or leased equipment, scaffolding, hand tools, job shacks, storage facilities and lifts. Contractor shall purchase the necessary coverages.

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The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. Defective work includes but is not limited to movable or adjustable work that has not remained in good working order including hardware, weatherstripping, doors, windows, drawers, apparatus, machinery, and electrical and mechanical equipment, except for normal wear. Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct, and the Contractor shall attend a

meeting with the Owner to review the facility operations and performance and record deficiencies in the work that must be corrected by the Contractor.

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

...

13.2.3 Written Notice

Written notice shall be deemed to have 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.

...

13.3.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts and provisions of the Contract Documents.

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13.6 The expense of recording the Contract, Substantial Completion, and Lien and Privilege Certificate shall be borne by Contractor.

13.7 Nothing in the Contract Documents shall be construed to discharge the Contractor, his employees, agents or Subcontractors from liability or negligence on the part of the Contractor, his employees, agents or Subcontractors.

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.5 the filing by or against the Contractor of a proceeding for bankruptcy, arrangement, reorganization, or any other relief afforded debtors or affecting creditors under the United States Bankruptcy Code or under the laws of any state.

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15.1.8 The interpretation of these Contract Documents, and any and all disputes, claims and actions arising from or in connection with this Contract shall be governed by the laws of the State of Louisiana, and the parties thereto designate the Civil District Court for the Parish of St. Mary, State of Louisiana, as the forum for any such claims, disputes and actions.

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§ 15.4 Arbitration

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

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

written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:13:37 ET on 01/23/2023 under Order No. 2114399662 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

00800 SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The following supplements, modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2017, and specifically are made a part of the Contract Documents. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in full effect.

ARTICLE 1: GENERAL PROVISIONS:

a. 1.1 BASIC DEFINITIONS

Add the following paragraphs after subparagraph 1.1.7:

1.1.9 MISCELLANEOUS DEFINITIONS

1.1.9.1 Terms “building code,” and “code,” refer to regulations of governmental entities having jurisdiction.

1.1.9.2 “Acceptable,” “required,” and “as directed” refer to or indicate work or materials that may be acceptable or approved by the Architect, as the Owner’s agent, only to the extent the work or materials conform to the requirements of the Contract Documents and in no way shall be interpreted to imply any responsibility on the part of the Architect concerning the Contractor’s obligations under Paragraphs 3.3, 3.11, 3.12, 4.2, and 10.2.

1.1.9.3 Term “similar” means in its GENERAL sense and not necessarily identical.

1.1.9.4 Terms “shown,” “indicated,” “detailed,” “noted,” “scheduled,” and terms of similar import, refer to requirements contained in Contract Documents.

1.1.9.5 The terms “knowledge” and “recognize”, their respective derivatives and similar terms in the Contract Documents as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows, or should know, recognizes, or should recognize, in exercising the care, skill and diligence required by the Contract Documents. Analogously, the expression “reasonably inferable” and similar terms of the Contract Documents shall be interpreted to mean reasonably inferable by a bidding the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

b. 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 PRECEDENCE OF CONTRACT DOCUMENTS

A. The order of precedence of the documents is as follows:

1. Drawings over specifications.
2. Large scale drawings over small-scale dimensions.
3. Figured dimensions over scale dimensions.
4. Supplementary GENERAL Requirements over AIA GENERAL Conditions.
5. Architectural drawings over mechanical and electrical drawings.
6. Any addenda over all material of an earlier date.
7. Equipment drawings, as may be provided by the Owner, over architectural and mechanical drawings of earlier dates.

Add the following sentence to paragraph 1.2.4:

In the case of an inconsistency between drawings and specifications or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect’s interpretation.

ARTICLE 2: OWNER

a. 2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.6 For this particular Project (Work), the Contractor shall be furnished, free of charge, five sets of the drawings and project manual. Additional sets requested by the Contractor will be furnished at reproduction cost.

b. 2.6 ADDITIONAL RIGHTS

New paragraph 2.6 is hereby added to the General Conditions to provide in its entirety as follows:

2.6.1 The Owner's rights provided under Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

2.6.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted Owner in the Contract Documents.

ARTICLE 3: CONTRACTOR

a. 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following paragraphs to 3.2.1:

3.2.1.1 After notifying Architect, in writing, of any error, inconsistency, or omission discovered in the Contract Documents, Contractor shall not proceed with any work so affected without Architect's written decision, in accordance with Paragraphs 4.2.11, 4.2.12 and 4.2.13.

3.2.1.2 The Architect shall have the final authority to determine whether any change or modification should be made, and no change or modification of any kind shall be made except on the Architect's written instructions.

b. 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following paragraph:

3.3.4 The Contractor shall be solely responsible for all grades, lines and levels and responsible for the work being within the permissible limits established by survey required by Paragraph 2.2.2.

c. 3.4 LABOR AND MATERIALS

Add the following paragraphs:

3.4.4 All PRODUCTS specified in the Project Manual or indicated on Drawings by manufacturer's name, catalog or model number have been selected on the basis of appearance, performance, dimension, quality or function. Only the product specified or indicated on Drawings will be accepted, unless other PRODUCTS are approved by the Architect in accordance with provisions of the bidding requirements or GENERAL Requirements of the Specifications. The term "equal" or "or equal", used in the Specifications is defined as meaning "equal in the opinion of the Architect".

3.4.5 A request made by the Contractor for a substitution is a representation to the Architect as follows:

1. The Contractor has investigated the proposed substitute product and determined that is equal or superior in all respects to that specified.
2. The Contractor will provide the same warranty for the substitute product as for that specified.
3. The Contractor waives all claims for additional costs related to the substitution, unless specifically

included with the request.

4. The Contractor will coordinate the installation of the accepted substitute, making such changes as may be required to complete the Work in all respects.

d. 3.5 WARRANTY

Add the following sentence at the end of Paragraph 3.5:

3.5.2 "The Contractor shall warrant and guarantee all material and workmanship for a period of one year from the date of recordation of a Certificate of Substantial Completion. This warranty shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.

Add the following paragraph:

3.5.3 All equipment warranties shall take effect on the date of Substantial Completion of the Work or designated portion thereof that includes the items covered by warranties, not on the date of installation of any specific product.

e. 3.6 TAXES

Add the following paragraph:

3.6.1 Taxes include, without limitation, Old Age Pension, Unemployment and any other and all taxes imposed by local, City, County, State or Federal Governments and include such expenses or taxes as a part of the stipulated Contract Sum. This requirement excludes taxes and assessments on real property comprising the site or Project.

f. 3.7 PERMITS, FEES AND NOTICES AND COMPLIANCE WITH LAWS

Subparagraph 3.7.1 is hereby amended by (i) deleting the clause "unless otherwise provided in the Contract Documents, "in the first line of the subparagraph and (ii) adding a period after the word "Work" in the fourth line of the subparagraph and deleting the clause "which are customarily secured after EXECUTION of the Contract and which are legally required when bids are received or negotiations concluded, except for the Building Permit."

Subparagraph 3.7.2 is hereby amended by adding the following clause after the word "Work" in the third line of the subparagraph: "including, without limitation, all applicable federal, state, and local equal opportunity laws, regulations, executive orders, or requirements."

Subparagraph 3.7.3 is hereby amended by (i) adding the words "any applicable" before the words "laws" in the first line of the subparagraph, and (ii) substituting the clause "damages, losses, costs, and expenses" for the word "costs" in the third line of the subparagraph.

Add the following paragraphs:

3.7.6 Before any work begins, or within fifteen (15) days from the date the Contract is executed, whichever occurs first, the Contractor, at his own expense, shall record the Contract and Bond or Bonds required with the Clerk of Court or Recorder of Mortgages of the County where the work is to be performed. Contractor shall furnish the Architect and Owner with a Certificate of Recordation, including date, time, book and folio number.

3.7.7 A photocopy of the building permit shall be delivered to the Architect and Owner as soon as it is obtained. Upon final completion, the Contractor shall deliver all original permits, licenses, and certificates to the Owner and shall deliver photocopies to the Architect.

3.7.8 The Contractor and the Subcontractors shall be registered under and comply with all Social Security Acts of the United States and of the State of Louisiana, as employers, regardless of the number of men employed. They shall be responsible and liable for all reports and payments under these statutes and shall save the Owner harmless from any liability under these statutes.

g. 3.9 SUPERINTENDENT

Add the following paragraph:

3.9.4 The superintendent shall be employed for this Project only, not for any other projects on or off this Project Site. The superintendent shall be on the site at all times work is underway. This person must be an employee of the Contractor; assignment of this responsibility to a subcontractor is not acceptable.

h. 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Additional information is specified in DIVISION 1 - GENERAL REQUIREMENTS.

i. 3.13 USE OF SITE

Add the following paragraph:

3.13.1 The Owner shall have the privilege to use any and all portions of the site and the construction in accordance with Article 6, provided that such occupancy does not hamper the Contractor or prevent his efficient completion of the Contract. Such use shall not constitute an acceptance of the Contractor's work in whole or in part.

j. 3.14 CUTTING AND PATCHING

Additional information is specified in DIVISION 1 - GENERAL REQUIREMENTS.

k. 3.15 CLEANING UP

Additional information is specified in DIVISION 1 - GENERAL REQUIREMENTS.

l. 3.18 INDEMNIFICATION

Subparagraph 3.18.1 is hereby amended in its entirety to provide as follows:

Contractor assumes entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or alleged injury (including death) or damage or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the Work by the Contractor, his agents, servants and employees, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, including losses, expenses or damages sustained by the Owner or the Architect. To the fullest extent permitted by law, the Contractor shall and does hereby indemnify, defend, and hold harmless the Owner, Architect and their respective officers, agents, servants, and employees from any and all such losses, expenses, damages, demands and claims and shall defend any suit or action brought against Owner and Architect and their officers, agents, servants and employees, or any of them, based on any such alleged injury or damage, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, and shall pay all damages, costs, and expenses, including reasonable attorney's fees in connection therewith or resulting therefrom. If there are such injuries or alleged injuries or damage or alleged damage unsettled when the Work is complete, final settlement between the Owner and the Contractor shall be deferred until such claims are adjusted or suitable special indemnity acceptable to the Owner is provided by Contractor.

The Contractor shall and does hereby indemnify and save Owner and Architect harmless from all liens, claims and demands arising out of the services, labor, equipment and material furnished by Contractor and any of Contractor's employees, agents, Subcontractors and his or their materialmen in connection with the Contract or arising out of or in connection with any act or representation of the Contractor, his agents, employees and Subcontractors and his or their materialmen.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT:

a. 4.1 ARCHITECT

4.1.2 In the first sentence, second line, delete the word "Contractor".

ARTICLE 7: CHANGES IN THE WORK:

a. 7.3 CONSTRUCTION CHANGES DIRECTIVES

Add the following paragraph 7.3.11:

7.3.11 In subparagraph 7.3.4 an allowance for the combined GENERAL Conditions costs (including, but not limited to, Supervision, Insurance, Taxes & Bonds), overhead and profit for Change Orders and Construction Change Directives included in the total cost to the Owner shall be based on the following schedule:

1. For the Contractor, for work performed by the Contractor's own forces, 15 percent of the cost.
2. For the Contractor, for work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor, for work performed by that Subcontractor's or Sub-subcontractor's own force, 10 percent of the cost.
4. For each Subcontractor, for work performed by the Subcontractor's Sub-subcontractors, 10 percent of the amount due the Sub-subcontractor.
5. Cost to which the GENERAL Contractor overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.3.
6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of cost including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

ARTICLE 8: TIME:

a. 8.1 DEFINITIONS

Delete paragraph 8.1.4 in its entirety and add the following paragraphs:

8.1.4 Contract Time shall be based on Consecutive Calendar Days (Weekdays, Saturdays, Sundays and Holidays inclusive). A Calendar Day is one of 24 hours beginning at 12:00 midnight.

8.1.5 Contractor shall commence work under this Contract on date specified in the Notice To Proceed and fully complete the Work of the Project within number of Consecutive Calendar Days (Weekdays, Saturdays, Sundays and Holidays included) stated in the Contract Documents.

b. 8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 Add the following subparagraphs:

8.3.1.1 Normal adverse weather based on National Oceanic and Atmospheric Administration records for the project site shall not be cause for an extension of Contract time unless such extension is agreed to in writing between Contractor and Owner:

8.3.1.2 In planning the construction schedule within the agreed Contract Time, it shall be assumed that Contractor has anticipated amount of adverse weather conditions for season or seasons of year involved. Only those weather delays which prevent work on critical activities for 50% or more of the Contractor's scheduled work day and which are attributable to other than normal weather conditions will be considered by Architect for extension of time.

ARTICLE 9: PAYMENTS AND COMPLETION:

a. 9.1 CONTRACT SUM

A. A new subparagraph 9.1.3 is hereby added to the GENERAL Conditions to provide its entirety as follows:

“9.1.3 Notwithstanding anything to the contrary in the Contract Documents, the Owner may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under any of the Contract Documents; provided, however, that any such holdback shall be limited to an amount sufficient in the reasonable opinion of Owner to cure such default or failure of performance by the Contractor.”

b. 9.2 SCHEDULE OF VALUES

Add the following paragraphs:

9.2.1 In GENERAL, the contract sum shall be distributed in accordance with the type of work designated by Technical Sections of the Specifications, and in the case of large projects, subdivided further into component parts of the Technical Sections as the Architect directs.

9.2.2 Total of all items shall be equal to total contract sum. This schedule, when approved by Architect, will be used only as a basis for Contractor’s applications for payment.

c. 9.3 APPLICATIONS FOR PAYMENT

Add the following paragraphs:

9.3.4 Retainage shall not be payable to the Contractor until Final Payment as provided in 9.10.

9.3.5 At the time when final payment for all work, less retainage, is requested a list of exceptions and a dollar value related thereto will be prepared by the Architect. A monetary value will be assigned to each item so that, if necessary in the opinion of the Architect, a supplementary retainage can be withheld in addition to the normal retainage, to cover such exceptions to acceptance.

d. 9.4 CERTIFICATES FOR PAYMENT

9.4.1 In the first sentence, change “seven days” to “fourteen days.”

e. 9.6 PROGRESS PAYMENTS

Delete 9.6.2 and substitute the following paragraph:

9.6.2 The Contractor shall promptly pay each Subcontractor and each supplier of equipment and material upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor’s and supplier’s portion of the work, the amount to which said Subcontractor and supplier is entitled, reflecting the percentages actually retained from payments to the Contractor on account of such Subcontractor’s and supplier’s portion of the work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors and suppliers of equipment and materials in similar manner.

f. 9.7 FAILURE OF PAYMENT

9.7.1 In the first sentence, change “seven days” to “fourteen days.”

g. 9.8 SUBSTANTIAL COMPLETION

Add the following paragraphs:

9.8.1.1 As applicable, the Contractor shall comply with the provisions of the Private Works Act (R.S. 9:4801 et seq) relating to preservation of claims, privileges and liens. Upon Substantial Completion of the Work

and on the recommendations of the Architect, the Owner shall accept the work in accordance with the Certificate of Substantial Completion of the Work and provisions thereof. The Owner shall sign the Certificate of Substantial Completion of the Work, and the Contractor shall cause the Certificate to be recorded in the Mortgage Records of the Parish/County in which the work has been done. The Contractor shall provide the Owner with a Certificate of Recordation certifying that the Substantial Completion certificate has been recorded. Issuance of the Certificate of Substantial Completion does not constitute final acceptance.

9.8.6 The Work shall be considered accepted only upon formal recordation of a Certificate of Substantial Completion in the office of the Recorder of Mortgages for the Parish/County in which the Work is located in the State of Louisiana. The Contractor shall be responsible for the recordation of this document.

h. 9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following paragraph:

9.10.2.1 Neither the final payment nor any part of the retained percentage shall become due until the applicable period for filing claims under the Private Works Act (R.S. 9:4801 et seq) has expired and the Contractor delivers to the Owner a clear lien and privilege certificate issued by the Clerk of Court or Recorder of Mortgages in the parish/county where the project is located, certifying that no claims or privileges have been recorded against the property within no less than thirty (30) days after acceptance (substantial completion), and all affidavits, consents and releases specified in paragraph 9.10.2 have been submitted. Contractor shall also deliver to Owner a Lien Waiver (or Waiver of Lien) to the Owner.

i. 9.11 LIQUIDATED DAMAGES

Add the following Section 9.11:

9.11.1 The Contractor (and his Surety) should he fail to substantially complete the Work within the Contract Time or any properly granted extension thereof shall be liable for and shall pay to the Owner the sums stipulated in the Agreement as fixed, agreed and Liquidated Damages, not a penalty, for each calendar day of delay until the work is substantially complete. It is further understood and agreed that Contractor's failure to achieve Substantial Completion on the date set forth in the Agreement shall constitute a default and breach of the Contract, and that the Contractor specifically waives formal notice of default.

9.11.2 The Contract Time stated in consecutive calendar days and the Liquidated Damages stated in Dollars per Day shall be stated in the Agreement.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY:

10.2 Safety of Persons and Property

Add the following Section 10.2.1.4 to Section 10.2:

10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice and comply with requirements of Louisiana Law.

Add the following Section 10.2.1.5 to Section 10.2:

10.2.4.2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances that may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner as required by State Law.

Add the following 10.2.1.6 to Section 10.2:6

The Contractor expressly agrees that it is exclusively responsible for compliance with the Occupational Safety and Health Act (OSHA) and state and local regulations for the construction in that it is the "employer" within the meaning of these regulations. It is the expressed intent of the parties that the Contractor, not the Architect, nor the Owner are in charge of the Work. Any provision in the Contract Documents in conflict with this paragraph shall be null and void.

Add the following sentence at the end of Section 10.2.2:

Contractor shall provide for the marking of all underground utilities prior to any digging, excavation or other disturbance of earth.

Add the following sentence at the end of Section 10.2.6:

Contractor shall promptly, within two (2) hours, report to the Architect and the Owner, in writing, all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage. The initial report shall be followed up by an official report.

Add the following Section 10.2.9 to 10.2:

10.2.9 Security on Site: The Contractor is solely responsible for the security of all equipment, tools, or other property of the Contractor, its Subcontractors, its Sub-subcontractors, and its suppliers at the Project site to include any loss or damage due to theft or vandalism. The Contractor shall provide for any needed security at the site.

Add the following statement at the end of Section 10.3.1:

Mold is not considered to be hazardous for the purposes of this Section; however, the Contractor should notify the Owner and Architect of the presence of black mold on building components, in writing, in any affected area of the Project. The Owner is responsible to assess any area of a Project where mold is observed. The Owner, if necessary, will provide for remediation of mold in any affected area of a Project not otherwise identified in the Contract Documents. The Owner will advise the Architect and Contractor upon completion of the remediation of any affected area due to the presence of black mold in the area. There are no clear standards set regarding exposure levels for mold since mold is generally present everywhere. The presence of black mold in an area of a Project does not affect the remaining areas of a Project and the Contractor shall continue with Work in the unaffected areas of a Project.

a. 10.2.5 Delete the clause "(other than damage or loss insured under property insurance required by the Contract Documents)" in the first and second lines.

ARTICLE 11: INSURANCE AND BONDS:

Delete Section 11.3 and add the following to Article 11:

§11.1 Contractors' Liability Insurance

Add the following Subparagraph 11.1.1.1 to 11.1.1:

11.1.1.1 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis, including:

- .1 Premises & Operations (including X, C & U coverages as applicable)
- .2 Independent Contractor's Protective covering contractor's subs, if any.
- .3 Products and Completed Operations.
- .4 Personal Injury Liability
- .5 Blanket Contractual Liability
- .6 Personal and Advertising Injury
- .7 Auto Liability for all owned, non-owned and hired cares.
Broad form property damage
- .8 Excess or Umbrella Liability

Add the following 11.1.1.2 through 11.1.1.14 to 11.1:

11.1.1.2 Public Liability Insurance: While Contractor is performing operations at Parish or school facilities, Contractor shall maintain public liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) per annual aggregate.
million dollars (\$2,000,000) aggregate. It is further agreed that the Contractor

The Contractor agrees to protect, defend, indemnify and hold harmless the Parish or school against and from any claim or cause of action arising out of or from any negligence or other actionable fault of the Contractor or its employees, agents, members or officers. Such insurance coverage shall be maintained by insurance carriers

acceptable to Owner in all respects, authorized to do business in the state where the Work is located, shall specifically insure the Owner, and shall be maintained until the entire Work is completed and accepted by Owner, except that the completed operations coverage referred to below shall be maintained for an additional one year period following completion of the Work and acceptance by the Owner.

11.1.1.3 Automobile Liability Insurance: Contractor shall maintain automobile liability insurance for any owner autos, hired autos or non-owned autos used in connection with the Contractor's business. Automobile liability coverage should be maintained by the Contractor in the minimum amount of \$500,000 per person, \$1,000,000 per accident and \$500,000 property damage.

11.1.1.4 Workers Compensation Insurance: Contractor shall maintain workers' compensation insurance as required by law.

11.1.1.5 Additional Insured: Contractor agrees to provide a certificate of insurance to the Parish or school which will name the Parish or school as an additional insured on Contractor's liability policy for claims arising out of Contractor, subcontractors or sub-subcontractors operations or made by Contractors, subcontractors or sub-subcontractors, employees, agents, guests, customers, invitees or subcontractors. Contractor must verify its liability insurance policy is primary in the event of a covered claim or cause of action against Parish or school. If and only if Contractor fails to fulfill the insurance requirements contained in these Supplementary Conditions, then Contractor agrees to defend, hold harmless and indemnify the Parish or school against and from any claim or cause of action arising out of the construction project which is alleged against the Parish or school, even if such claim or cause of action arose from the negligence of Parish or school, its employees or volunteers or another party not named to this contract. All insurance furnished in compliance with this Article shall include the Owner and the Architect as additional insured and shall waive rights of subrogation against the Owner. Insurance shall be with a reliable company, of the Contractor's choice, acceptable to and approved by the Owner and authorized to do business in the State of Louisiana.

11.1.1.6 Subcontractors: Contractor shall be required to verify that all subcontractors maintain public liability insurance, worker's compensation insurance and automobile liability insurance. Furthermore, Contractor agrees to indemnify and defend the Parish or school for any claim or cause of action, whatsoever which was caused by the negligence, or other actionable fault of an uninsured subcontractor.

11.1.1.7 No Waiver of Subrogation: Owner does not waive any rights of recovery against the Contractor, subcontractor or sub-subcontractor for any damages. Owner and Contractor, subcontractor or sub-subcontractor do waive the right of recovery against each other for any damages covered under Property, Builders Risk or Boiler and Machinery coverage for which either party is responsible if that party does not have liability insurance to cover such damages and liability insurance has been maintained as required by this document. Contractor and Parish or school agree that these Supplementary Conditions override any and all portions of previous agreements between Contractor and Parish or school that contain language in contradiction with these Supplementary Conditions.

11.1.1.8 General Liability insurance must be written on an occurrence form. Insurance written on a claims made form is not acceptable. The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater, if required by law:

- a. Worker's Compensation:
 - .1 Coverage A - State of Louisiana - Statutory provisions
 - .2 Coverage B - Employer's Liability:
 - \$1,000,000 per Accident
 - \$1,000,000 Disease - each employee
 - \$1,000,000 Disease - annual aggregate
 - .3 Applicable federal coverages.
 - .4 Statutory Limit

This policy shall be endorsed to include a Waiver of Subrogation in favor of the Owner, its officers and employees.

b. Commercial General Liability (including Premises & Operations, Independent Contractors' Protective Liability, Products and Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage including coverage for explosion, collapse and underground hazards).

.1 Bodily Injury & Property Damage Liability combined single limit of:
\$ 1,000,000 per Occurrence
\$ 2,000,000 Annual Aggregate

.2 Personal & Advertising Liability combined single limit of:
\$ 2,000,000 per Occurrence

.3 Products & Completed Operations combined single limit of:
\$ 2,000,000 per Occurrence

C. Owners Protective Liability including Bodily Injury and Property Damage Combined Single Limit of Liability of:
\$ 1,000,000 per Occurrence

d. Automobile Liability including Bodily Injury and Property Damage
\$500,000 per Person
\$1,000,000 per Accident
\$500,000 Property Damage

e. Umbrella or Excess Liability which applies as excess over and lists as underlying the Workers Compensation, General Liability and Auto Liability policies specified above with Umbrella limit of:
\$ 1,000,000 over primary insurance

~~Aircraft Liability including Bodily Injury (including passengers) and Property Damage Combined Single Limit of Liability of:~~
\$ 1,000,000 per Occurrence

Watercraft Liability: (Owned & Non-Owned) when watercraft are used in the performance of the Contract for Bodily Injury and Property Damage Combined Single Limit of Liability of:
\$ 1,000,000 per Occurrence

Products & Completed Operations included in the Commercial General Liability policy must be continued in force for a period of at least five (5) years after completion of the total contract.

11.1.9 If the insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, "Certificate of Insurance". If this insurance is written on a Commercial General Liability policy form, ACCORD Form 25S will be acceptable.

11.1.1.8 Insurance and bonds shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, which is published annually in the Federal Register, or by a Louisiana domiciled insurance company, with a least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to the individual bonds up to ten percent of the policyholder's surplus, as shown in the A.M. Best's Key Rating Guide.

11.1.1.11 The Contractor shall furnish Performance and Payment Bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through a company licensed to do business in the State of Louisiana and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract **Sum**.

1.1.1.12 The Contractor shall deliver the required bonds to the Owner not later than the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished. The Performance Bond shall remain in full force and effect for one year following the date of Substantial Completion to secure the performance of the Contractor's Guarantee. The executed Bond together with the bonding agent's power of attorney, shall be furnished to the Owner, along with the executed Contract, and the number of copies required by Owner for filing and recording purposes. The bond shall provide that the surety waives notice of and consents to any extension of time granted to the Contractor.

11.1.1.13 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to be an agent of the bonding company who is licensed as an insurance agent in Louisiana and shall state such on the face of the bond. This attorney-in-fact shall affix to the bonds a certified and current copy of the power of attorney.

11.1.1.14 Recording of Performance Bond and Payment Bond

The Contractor shall record, prior to the start of the Work, the complete Contract between Owner and Contractor, together with the Performance Bond and the Payment Bond with the Clerk of Court and furnish the recording information to the Architect.

§11.2 Owner's Insurance

Add the following | 1.2.2 & 11.2.3 to 11.2:

11.2.2 A Builder's Risk and Boiler and Machinery Coverage will be obtained by Owner to cover the project. Any payment under Builder's Risk or Boiler and Machinery Coverages will be made jointly to Owner and contractor. Further, Owner and Contractor agree that any payment under Builder's Risk or Boiler and Machinery Coverages will be placed into a joint account until such funds are reinvested in the Construction project.

11.2.3 Owner purchased insurance shall not cover portions of work stored off site, portions of work in transit, on-site contractor owner or leased equipment, scaffolding, hand tools, job shacks, storage facilities and lifts. Contractor shall purchase the necessary coverages.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK:

a. 12.2 CORRECTION OF WORK

Add to 12.2.1 the following sentences:

Defective work includes but is not limited to movable or adjustable work that has not remained in good working order including hardware, weatherstripping, doors, windows, drawers, apparatus, machinery, and electrical and mechanical equipment, except for normal wear. Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct, and the Contractor shall attend a meeting with the Owner to review the facility operations and performance and record deficiencies in the work that must be corrected by the Contractor.

ARTICLE 13: MISCELLANEOUS PROVISIONS:

13.1 Governing Law

Delete 13.1 as written and substitute with the following:

The Contract shall be governed by the law of the place where the Project is located.

Add the following Section 13.2.3:

13.2.3 Written Notice

Written notice shall be deemed to have 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.

a. 13.3 RIGHTS AND REMEDIES

A. New subparagraph 13.3.3 is hereby added to provide in its entirety as follows:

13.3.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts and provisions of the Contract Documents.

b. Add the following paragraphs in their entirety as follows:

13.6 The expense of recording the Contract, Substantial Completion, and Lien and Privilege Certificate shall be borne by Contractor.

c. 13.7 Nothing in the Contract Documents shall be construed to discharge the Contractor, his employees, agents or Subcontractors from liability or negligence on the part of the Contractor, his employees, agents or Subcontractors.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

a. 14.2 TERMINATION BY THE OWNER FOR CAUSE

Subparagraph 14.2.1 is hereby amended by adding thereto additional sub-subparagraph as follows:

.5 the filing by or against the Contractor of a proceeding for bankruptcy, arrangement, reorganization, or any other relief afforded debtors or affecting creditors under the United States Bankruptcy Code or under the laws of any state.

ARTICLE 15 CLAIMS AND DISPUTES

a. Add the following paragraph:

15.1.8 The interpretation of these Contract Documents, and any and all disputes, claims and actions arising from or in connection with this Contract shall be governed by the laws of the State of Louisiana, and the parties thereto designate the Civil District Court for the Parish of St. Mary, State of Louisiana, as the forum for any such claims, disputes and actions.

b. 15.2.2 Delete the clause “(unless otherwise indicated in the agreement)” in the second and third lines.

c. 15.4 ARBITRATION

Delete this Article in its entirety, together with any references to arbitration elsewhere in the General Conditions.

00900 GOHSEP: SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

GOHSEP SUPPLEMENTARY CONDITIONS TERMS REQUIRED FOR CLIENT REIMBURSEMENT

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.

The Client and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Client, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. It is further agreed that the clause shall not be modified, except to identify any subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.

Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Agreement. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

3. ACCESS TO RECORDS AND REPORTS.

The following access to records requirements apply to this contract:

- (1) The Consultant agrees to provide the Client, the State Emergency Management Agency (or Recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) The Consultant agrees to retain all records for a period of not less than five years after the termination date of this contract

4. REMEDIES.

In addition to the remedies included elsewhere in this Agreement, should Consultant violate or breach the terms of this Agreement, Client will be entitled to request specific performance by the Consultant as equitable relief. In the

alternative, Client may seek any administrative or legal remedies available to it under the applicable jurisprudence, laws, and regulations.

5. EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this contract, Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The Client further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Client so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Client agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Client further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Client agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Client under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Client; and refer the case to the Department of Justice for appropriate legal proceedings.

6. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Consultant and any subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The appropriate Federal agency, or the loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Consultant or a subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for compliance by subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. CLEAN AIR ACT

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Consultant agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. FEDERAL WATER POLLUTION CONTROL ACT

(1) The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Consultant agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal and signing this contract, the Consultant agrees to comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name

of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. LOBBYING

The Consultant and any subcontractors shall comply with the Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended), ensuring that any Federal appropriated funds are not used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by this Section. Consultant shall also disclose as required any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award associated with this contract. The Consultant shall and shall require any Subcontractors to execute the Certificate Regarding Lobbying attached hereto and incorporated herein.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Consultant and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit Consultant from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the Consultant shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Subcontractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Consultant shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS.

As required by 2 CFR § 200.322, and as appropriate and to the extent consistent with law, the Client should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), unless the required resource is not readily or reasonably available, cannot be provided within the

necessary timeframe, or is not cost-reasonable to be procured domestically. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under the award.

13. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS.

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

The Consultant acknowledges that Consultant shall use FEMA financial assistance to fund the Services provided by Consultant under this Agreement. The Consultant will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**HURRICANE IDA DAMAGE REPAIRS CATHOLIC CHARITIES, DIOCESE
OF HOUMA-THIBODAux Assisi Bridge House**
Diocese of Houma-Thibodaux

Project documents obtained from www.CentralBidding.com
19-Jan-2023 11:22:28 AM

December 12, 2022

ADDENDUM NO. 1

To: **Hurricane Ida Damage Repairs:**

Catholic Charities, Diocese Of Houma-Thibodaux

Assisi Bridge House

NOTICE TO BIDDERS:

This Addendum shall be considered part of the contract documents for the above referenced project as though it had been issued at the same time and shall be incorporated integrally herewith. Where provisions of the following supplementary data differ from those of the original contract, this addendum shall govern and take precedence.

Bidders are hereby notified that they shall make any necessary adjustments in their estimates based on this addendum. It will be construed that each Bidder's Proposal is submitted with full knowledge of all modifications and supplemental data specified herein. Bidder shall acknowledge receipt of this addendum in his bid.

Item No. 1: Project Manual

Replace **Advertisement Bid Dates** accordingly: to 12-22 from 12-21, to 12-29 from 12-28, and to 1-5 from 1-4. (See attached revised Advertisement For Bids)

ADVERTISEMENT FOR BIDS

HURRICANE IDA DAMAGE REPAIRS CATHOLIC CHARITIES, DIOCESE OF HOUMA-THIBODAU Assisi Bridge House Schriever, Louisiana

Sealed bids will be received by the Roman Catholic Church for the Diocese of Houma-Thibodaux, on behalf of and for the benefit of The Congregation of Catholic Charities, Diocese of Houma-Thibodaux, 2779 Louisiana Highway 311, Schriever, Louisiana for HURRICANE IDA DAMAGE REPAIRS Assisi Bridge House until 2:00 PM, local time on **Tuesday, January 24, 2023** at the office of the Diocese of Houma-Thibodaux, 2779 LA-311, Schriever, Louisiana 70395, at which time and place said proposals will be publicly opened and read aloud. Electronic bids at www.centralbidding.com as allowed by Act 590 amended Title 38:2212 are acceptable. Any bids received after the above-mentioned time will be returned unopened.

Each bid shall be enclosed in a sealed envelope bearing the title of the work, the name of the Bidder, the address, date and hour of the bid opening, and the State Contractor's License Number. The bid shall be addressed as follows:

BID: HURRICANE IDA DAMAGE REPAIRS
CATHOLIC CHARITIES, DIOCESE OF HOUMA-THIBODAU
Assisi Bridge House
Schriever, Louisiana

To: The Roman Catholic Church for the Diocese of Houma-Thibodaux, on behalf of and for the benefit of Catholic Charities, Houma-Thibodaux Diocese

LICENSE NO. _____

Failure to have the license number on the envelope will result in the Bid being returned unopened.

Bid documents will be posted on www.centralbidding.com. To view, download, and receive bid notices by e-mail, you will have to register with Central Auction House (CAH). Vendors/Contractors will have the option to submit their bids and bid bonds electronically or by paper copy. Contact Ted Fleming with Central Auction House at 1-866-570-9620 concerning any questions about this process.

PROJECT DESCRIPTION: The project consists of Hurricane Ida Damage Repairs, Assisi Bridge House, Diocese of Houma-Thibodaux, reroofing and miscellaneous exterior repairs. The estimated construction cost for the Base Bid for this project is \$105,000.00.

Prospective Contractors shall be licensed for **Building Construction or Roofing Construction** by the State of Louisiana and that license shall be in effect on the date of the bid.

Each proposal must be accompanied by a bid bond, a certified check, or cashier's check in an amount equal to at least five percent (5%) of the amount bid, made payable without condition to the Owner as a guarantee that the bidder, if awarded the contract, will promptly execute the contract documents. Failure to do so will result in the bid/bids being declared nonresponsive and shall be cause for rejection. **If a bid bond is provided it shall be on the attached form and only on the attached form and shall be dated on or before the bid date.** The bid security of all bidders, except the three lowest, will be returned promptly after the canvas of bids.

A non-mandatory pre-bid conference, at which the scope of the project, contract time and other requirements can be discussed with prospective bidders, will be held at the project site on Thursday, January 5, 2023. All bidders will be notified and are encouraged to attend.

Copies of the contract documents are on file for Hurricane Ida Damage Repairs, Assisi Bridge House, at the office of the Diocese of Houma-Thibodaux and the office of the Architect, Carl P. Blum AIA Architect, 900 David Drive, Morgan City, Louisiana, and are open for inspection without charge.

Contractors may obtain contract documents from the Architect by paying a deposit of Twenty Dollars (\$20.00). The full amount of the deposit, on the first set, will be refunded to each contractor who submits a bona fide bid, upon return of the documents in good condition within ten (10) days after the receipt of bids. Contractors and Material Dealers may obtain additional sets of plans and specifications by making a deposit in the amount named above. Upon return of these documents, in good condition, one half of the deposit will be refunded, the difference representing the cost of printing, assembling, and distributing the sets. No refund will be made on any set not returned in good condition within ten (10) days after the receipt of bids. Plans are available for electronic distribution through Central Bidding and Dropbox.

If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with LA R.S. 38:22:12(A)(1)(C) or LA R.S. 38:22:12(0).

A bid will be considered responsive if it conforms in all respects with the conditions and requirements of the Bidding Documents. In order to be considered responsive, the Louisiana Uniform Public Works Bid Form must: (a) be fully completed, signed and be responsive in all respects to the Bidding Documents; (b) be made on the Bid Forms provided and submitted intact, (c) submitted in ink.

No bid may be withdrawn after the scheduled closing time for receipt of bids for thirty (30) days.

To the extent permitted by applicable state and federal laws and regulations, the Roman Catholic Church for the Diocese of Houma-Thibodaux, on behalf of and for the benefit of Catholic Charities, Houma-Thibodaux Diocese reserves the right to reject any and/or proposals for just cause.

The Roman Catholic Church for the Diocese of Houma-Thibodaux, on behalf of and for the benefit of Catholic Charities, Houma-Thibodaux Diocese.

Advertise December 22, 2022, December 29, 2022, January 5, 2023



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**HURRICANE IDA DAMAGE REPAIRS CATHOLIC CHARITIES, DIOCESE
OF HOUMA-THIBODAux Assisi Bridge House**
Diocese of Houma-Thibodaux

Project documents obtained from www.CentralBidding.com
19-Jan-2023 11:22:31 AM

January 7, 2023

ADDENDUM NO. 2

To: Hurricane Ida Damage Repairs Assisi Bridge House

NOTICE TO BIDDERS:

This Addendum shall be considered part of the contract documents for the above referenced project as though it had been issued at the same time and shall be incorporated integrally herewith. Where provisions of the following supplementary data differ from those of the original contract, this addendum shall govern and take precedence.

Bidders are hereby notified that they shall make any necessary adjustments in their estimates based on this addendum. It will be construed that each Bidder's Proposal is submitted with full knowledge of all modifications and supplemental data specified herein. Bidder shall acknowledge receipt of this addendum in his bid.

Item No. 1: Project Manual

Section 07310: Fiberglass Shingles

2.1: Change the specified shingle from "GAF, Sierra Designer Shingle" to "GAF Timberline ASII.



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**HURRICANE IDA DAMAGE REPAIRS CATHOLIC CHARITIES, DIOCESE
OF HOUMA-THIBODAux Assisi Bridge House**
Diocese of Houma-Thibodaux

Project documents obtained from www.CentralBidding.com
19-Jan-2023 02:07:13 PM

January 19, 2023

ADDENDUM NO. 3

To: Hurricane Ida Damage Repairs Assisi Bridge House

NOTICE TO BIDDERS:

This Addendum shall be considered part of the contract documents for the above referenced project as though it had been issued at the same time and shall be incorporated integrally herewith. Where provisions of the following supplementary data differ from those of the original contract, this addendum shall govern and take precedence.

Bidders are hereby notified that they shall make any necessary adjustments in their estimates based on this addendum. It will be construed that each Bidder's Proposal is submitted with full knowledge of all modifications and supplemental data specified herein. Bidder shall acknowledge receipt of this addendum in his bid.

Item No. 1: Contractor shall be paid \$2.00 per square foot for the removal and replacement of damaged plywood decking after verification by the roofing inspector of the need to replace the material.

Item No. 2: Prior Approvals:

Certainteed: Landmark Shingle