



Brossett
Architect

PROJECT DESIGN TEAM:

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Project Manual

September 26, 2025

Lake Charles Event Center
ADA Railing and Seating
900 Lakeshore Drive
Lake Charles, LA 70601
Project No. CP 9778

City of Lake Charles
326 Pujo Street
Lake Charles, LA 70601

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Brossett Architect

The following specification sections have been prepared by Brossett Architect LLC by or under the direct supervision of David Brossett, AIA

Specification sections

Section 011000	Summary
Section 012000	Price and Payment Procedures
Section 013000	Administrative Requirements
Section 014216	Definitions & Standards
Section 014219	References
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Section 024119	Selective Structure Demolition
Section 055200	Metal Railings
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Section 133417	Aluminum Bleachers



ADVERTISEMENT FOR BIDS

Public notice is hereby given that sealed bids are to be received at www.bidexpress.com or by mail or hand delivered in the office of Clerk of Council of the City of Lake Charles, located on the 4th Floor of City Hall at 326 Pujo Street, 4th Floor, Lake Charles, Louisiana, 70601 until two forty five p.m. (2:45 p.m.) central standard time on the **2nd day of December 2025**, and will be publicly opened and read aloud in the City Council Chambers on the 1st Floor of City Hall at 326 Pujo Street, Lake Charles, Louisiana 70601 at three p.m. (3:00 p.m) central standard time. For the following Project:

**City of Lake Charles, Louisiana
Lake Charles Event Center ADA Railing and Seating
CP 9778**

All bids must be submitted on the proper bid form or electronic bid form. The Contractor shall display his Contractor's license number prominently on the outside of the envelope on paper bids. Bids received after the above specified time for opening shall not be considered and shall be returned unopened to the sender.

Contract Documents, including drawings and technical specifications, may be examined at the office of the Architect Brossett Architect, LLC, 414 Pujo Street, Lake Charles, LA phone: (337) 439-8400. Copies may be obtained at the office of the Architect, upon payment of \$0.00. An electronic original set of construction documents is available upon request to the Architect, at no cost. Plans and specifications will be available until twenty-four (24) hours before the bid opening. In accordance with LA R.S. 38:2212, deposits on the first set of documents furnished to bonafide prime bidders will be fully refunded upon return of the documents, in good condition, no later than ten (10) days after receipt of bids. For additional sets of documents, furnished to the bidder, the deposit less the actual cost of reproduction will be refunded upon return of the documents, in good condition, no later than ten (10) days after receipt of bids.

All bids shall be accompanied by a certified check, cashier's check, or bid bond payable to the City of Lake Charles, the amount of which shall be five percent (5%) of the base bid and all alternates. If a bid bond is used, it 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 at least an A- Rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by Louisiana residents. The bid bond shall be issued by a company licensed to do business in Louisiana and who is under contract with the surety company or bond issuer as a licensed agent in this state and residing in this state. The certified check, cashier's check or bid bond shall be given as a guarantee that the bidder shall execute the contract, should it be awarded to him, in conformity with the contract documents within fifteen (15) days of the Notice of Award.

No Bidder may withdraw his bid within forty-five (45) days after the actual date of the opening thereof; except as prescribed in LA R.S. 38:2215 A. Bids and Bid Bonds shall be submitted only on the forms provided with the specifications.

The successful bidder shall be required to furnish a Performance and Payment Bond in an amount equal to 100% of the Contract amount, shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list (Circular 570) or approved bonding

companies which is published annually in the Federal Register. The public shall incur no obligation to the Contractor until the contract between the City and the Contractor is fully executed.

Contractors or contracting firms doing work which is classed as "Hazardous Materials" or any sub classification, shall be properly licensed when the work to be performed is \$1.00 or more. Contractors or contracting firms submitting bids for work besides Hazardous Materials, shall be properly licensed for any work in the amount of \$50,000.00 or more. All such bidders shall certify that they are licensed Contractors under Chapter 24 of Title 37 of the Louisiana Revised Statutes.

As a requirement under LA R.S. 37:2163, this project is classified by the Architect. The Contractor shall reference Section 00200 – Instructions to Bidders Part 3.6.1 for the required licensure classification.

Bids will be evaluated by the City of Lake Charles based on the lowest responsible bid submitted which is also in compliance with the specifications. The City of Lake Charles reserves the right to reject any and all bids in accordance with the provisions of LA R.S. 38.2211, et seq. Bids in the amounts specified above which have not bid in accordance with the requirements, shall be rejected and shall not be read. Additional information relative to licensing may be obtained from the Louisiana State Licensing Board for Contractors, Baton Rouge, Louisiana.

Attention is called to the fact that the Contractor must ensure that employees and applicants for employment are not discriminated against because of race, creed, color, or national origin. The City of Lake Charles fully complies with Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act, and related statutes, executive orders, and regulations in all programs and activities. The City operates without regard to race, color, national origin, income, gender, age, and disability. Any person who believes him/herself or any specific class of persons, to be subjected to discrimination prohibited by Title VI/Americans with Disabilities Act may by him/herself or by representative file a written complaint with the City of Lake Charles. The City's Title VI Coordinator/ADA Coordinator may be reached by phone at (337) 491-1440, the Mayor's Action Line at (337) 491-1346, or contact the appropriate Department Head.

A pre-bid conference will be held at the Lake Charles Event Center, 900 Lakeshore Drive, Lake Charles LA, on Monday, November 24, 2025 at 1:30 p.m. Attendance at this conference is **NON-MANDATORY**. Bidders are advised that they will be required to state on the bid form that they have personally inspected and are familiar with the project site.

PUBLISH DATES:
November 7, 2025
November 14, 2025
November 21, 2025

CITY OF LAKE CHARLES, LOUISIANA

By: s/Marshall J. Simien, Jr.
Mayor

ATTEST:
s/Renee P. Deville
CLERK OF THE COUNCIL

SECTION 00200

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a "Sub-bidder", who submits a Bid to the Bidder. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) proposes to make an award. The term "Bidding Documents" includes the Advertisement for Bids, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids) and the Drawings.

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of Bidding Documents in the number and for the sum stated in the Advertisement for Bids may be obtained as stated in the Advertisement for Bids.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents by Bidders and their Sub-bidders.
- 2.3 Owner and Architect in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- 2.4 No Bidding Documents will be issued later than twenty-four (24) hours of the date set for receiving bids, as provided by Louisiana Revised Statutes.

3. QUALIFICATIONS OF BIDDERS

- 3.1 It is the intention of the Owner to award this contract to a Bidder competent to perform and complete the Work in a satisfactory manner and who proposed to employ Subcontractors, if any, competent to perform their portion of the Work in a satisfactory manner. Accordingly the apparent responsible low bidder shall fully complete and submit the Subcontractor List (Section 00435), provided herein, within ten (10) calendar days after the bid opening. Failure to submit this form within the specified time frame will result in the bidder being declared as non-responsive, in accordance with LA R.S. 38.2212(B)(3)(a).
- 3.2 The Owner shall consider the Bidder qualifications, Subcontractors, and suppliers in evaluating the Bidder's bid and shall have the right to reject any Bidder for any reason set forth in LA R.S. 38:2211, et seq.
- 3.3 Should the Owner request additional information about the Bidder and proposed Subcontractors, following the submission of the Subcontractor List (Section 00435), the Bidder shall submit within seven (7) days of Owner's request the specific additional information requested by the Owner to define in greater detail the Bidder's bid proposal for Owner's evaluation. Such information shall have the same legal significance as if submitted with the original bid and, if the bid is accepted, shall become legally binding on the Successful Bidder.
- 3.4 The following reasons may be considered as being sufficient for the disqualification of a Bidder

and the rejection of his Bid proposal or proposals; however, this list is not all inclusive:

- 3.4.1 More than one Bid received for the same work from an individual, firm or partnership, a corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidder is interested.
- 3.4.2 If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered. Participants in such collusion will receive no recognition as Bidders for any future work until any such participant shall have been reinstated as a qualified Bidder.
- 3.4.3 Default of any contract in force with the Owner at the time of Bid opening.
- 3.4.4 If the Bidder has withdrawn his bid from consideration after the bids were opened at a previous bid opening under this same project.
- 3.5 Should a prospective Bidder or low Bidder be rejected on the grounds that such a bidder is not a "responsible bidder" the following procedures shall be followed in accordance with LA R.S. 38:2212(X)(1):
 - 3.5.1 Give written notice of the proposed action to such bidder and include in the written notice all reasons for the proposed action.
 - 3.5.2 Give the bidder who is proposed to be disqualified the opportunity to be heard at an informal hearing at which such bidder is afforded the opportunity to refute the reasons for the proposed action.
 - 3.5.2.1 The informal hearing shall be conducted prior to the award of the public work.
 - 3.5.2.2 The informal hearing shall be a condition precedent to any action by the bidder adverse to the public entity, its representatives, employees, and designers.
 - 3.5.2.3 The informal hearing shall be conducted by the public entity not later than five (5) business days after the date of the notice of disqualification of such bidder. The public entity shall issue a ruling in writing and deliver it to the affected bidder not later than five (5) business days after the date of the informal hearing.
 - 3.5.2.4 No award of the contract for the public work shall be made by the public entity prior to the expiration of at least five working days following the date of issuance of the decision by the hearing official.
- 3.6 Bidders on projects in the amount of fifty thousand dollars (\$50,000) or more shall be required to have a Louisiana Contractor's license and classification applicable to the work in compliance with Louisiana State Licensing Board for Contractors and in compliance with Louisiana Revised Statutes. Any bid that does not require the contractor to hold an active license shall state the exemption on the bid envelope in accordance with (Act 422-R.S. 37:2165).
 - 3.6.1 The work covered by these bid documents has been classified by the Architect in accordance with LA R.S. 37:2156.1 and LA R.S. 37:2156.2 as: Building Construction.
 - 3.6.2 Following an initial contact to the Architect, any person may object to the above stated classification(s) by sending a certified letter to both the State of Louisiana Licensing Board of Contractors and to the Architect. The objection shall be received by State of Louisiana Licensing Board of Contractors and the Architect within ten (10) working days prior to the date on which bids are to be opened. The objection shall explicitly state the

reasons for the objection. The objection shall be submitted to a committee for determination. The Chairman of the Licensing Board shall appoint the committee, which shall consist of board members. The Committee shall have the power to approve the project classification or add an additional classification by vote of a majority of the members of the committee. The matter shall be resolved and the board shall notify the Architect within five (5) working days prior to the date on which bids are to be opened, unless all parties agree that a delay will not cause harm to others.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Architect of all conflicts, errors or discrepancies in the Contract Documents requiring correction, clarification, or interpretation.
- 4.2 Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site are based upon information and data furnished to Owner and Architect by Owners of such underground facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.
- 4.4 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.5 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the site to its former condition upon completion of such explorations.
- 4.6 The lands upon which the Work is to be performed, right-of-ways and servitudes for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- 4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail

to indicate and convey understanding of all terms and conditions of performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed to the Architect. Interpretations or clarifications considered necessary by Architect in response to such questions will be issued by Addenda mailed, faxed, or emailed to all parties recorded by Architect as having received the Bidding Documents. Questions received less than seven (7) working days prior to the date for opening of Bids may not be answered. Only answers to questions by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.
- 5.3 No addenda will be issued within seventy-two (72) hours of the advertised time for the opening of bids, excluding Saturdays, Sundays and any other legal holidays; without resulting in the extending the bid period for at least seven (7) but not more than twenty-one (21) working days, without the requirement of re-advertising as provided by LA R.S. 38:2212(O)(2)(b).

6. BID SECURITY

- 6.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or cashier's check or a Bid Bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions and Paragraph 6.3 below.
- 6.2 The Bid Security of the apparent Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Payment and Performance Bonds, whereupon the Bid Security will be returned. If the apparent Successful Bidder fails to execute and deliver the Agreement and furnish the required Bond, Affidavits and Insurance Certificate within fifteen (15) calendar days of the Notice of Award, Owner may annul the Notice of Award, and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the forty-sixth (46th) day after the Bid opening, whereupon Bid Security of such Bidders will be returned. The Owner and the Bidder may mutually agree to extend the forty-five (45) day period for holding the Bids and the Bid Security, as provided by Louisiana Revised Statutes. Bid Security of other Bidders will be returned approximately seven (7) days after the Bid opening.
- 6.3 In accordance with LA R.S. 38:2218.C, all Bid Guaranty Bonds shall be written by a surety or insurance agency currently on the U.S. Department of Treasury Financial Management Service list of approved companies, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide or by an insurance company in good standing licensed to write bonds either domiciled in Louisiana or owned by Louisiana residents.

7. CONTRACT TIME

- 7.1 The number of days within which, or the dates by which, the WORK is to be Substantially Completed, and also completed and ready for final payment (the Contract Time) are set forth in Article 3.1 of the Agreement, Section 00500.
- 7.2 This contract time shall be on a **calendar day or working day** basis as set forth in Article 3.1 of the

Agreement, Section 00500. In the case of a calendar day contract, the calendar days shall consist of the consecutive number of calendar days stated in the Agreement, Section 00500, including all Saturdays, Sundays, and Holidays.

- 7.3 In accordance with LA R.S. 38:2215(C) the Owner shall issue the Notice to Proceed no later than thirty (30) days following the date of execution of the contract by both parties, whichever date is later. However, the public Owner and the Contractor, upon mutual written consent of both parties, may agree to extend the deadline to issue the notice to proceed.
- 7.4 The WORK shall begin no later than ten (10) calendar days after the date to begin work as stipulated in the Notice to Proceed. Failure to start construction within the ten (10) day grace period and/or conduct the work in such a manner or with sufficient materials, equipment, and labor necessary to insure completion within the Contract time may be first cause for default of the Contract.

8. LIQUIDATED DAMAGES

- 8.1 In the event the Contractor fails to satisfactorily complete the entire work intended and provided for under this contract within the time as provided, liquidated damages shall be assessed against the Contractor by the Owner by deducting damages as follows:

Original Contract Amount (Dollars)		Daily Charge (Dollars)	
For More Than	To and Including	Calendar Day	Working Day
\$0	\$25,000	\$80	\$195
\$25,000	\$50,000	\$210	\$345
\$50,000	\$100,000	\$240	\$400
\$100,000	\$500,000	\$270	\$510
\$500,000	\$1,000,000	\$330	\$595
\$1,000,000	\$2,000,000	\$400	\$695
\$2,000,000	\$5,000,000	\$480	\$825
\$5,000,000	\$10,000,000	\$600	\$975
\$10,000,000	-----	\$630	\$1,115

9. SUBSTITUTE MATERIALS OR PRODUCTS – PRIOR APPROVALS

- 9.1 In unusual cases where a closed specification has been justified for prior acceptance by the Owner in conformance with LA R.S. 38:2291 and LA R.S. 38:2295. A and B, the naming of that product in the Drawings and Specifications will be followed by wording indicating that no substitution is permitted.
- 9.2 Otherwise, where the Drawings and Specifications identify a product by a single specific brand, make, manufacturer, or definite specification it is to establish the required quality standard for the product regarding style, type, character, materials of construction, function, accessories, dimensions, appearance and durability. Products which are determined to be equivalent by the Architect will be acceptable. Products which are specified by a specific brand, make or

manufacturer's name may also be specified by its applicable model or catalog number or other product designation.

- 9.3 If the Bidder desires to obtain approval of materials or equipment from other alternative suppliers or manufacturers to those identified in the Specifications or noted on the Drawings, a written request for a substitution shall be submitted to the Architect at least seven (7) working days prior to the Bid date as specified in LA R.S. 38:2295(C). Each such request shall include the name of the material or equipment for which it is to be substituted and complete description of the proposed substitute including drawings, cuts, performance and test data and other information necessary for an evaluation.
- 9.4 A statement setting forth any changes in other materials, equipment, or Work that incorporation of the substitute would require shall be included. Any proposed substitution shall include the cost of any necessary changes in the Project to substitute the proposed equipment, material or product for a complete installation. Basis of design of this Project is based upon the specified suppliers or manufacturers. Certain materials or equipment may meet the specification requirements with changes and/or modifications to their standard equipment and may include redesign of structures, hydraulics, processes, instrumentation and controls, electrical system and mechanical systems. In such a case, a substituted supplier or manufacturer will be accepted if such offered product is at least equivalent to the product specified, and the cost of any redesign is covered as specified. Should the Contractor propose furnishing substitute materials or equipment, the Contractor shall comply with the following:
- a. The Contractor shall reimburse the Architect through the Owner for any associated Architectural costs for redesign and/or construction drawings production generated by any dimensional, mechanical, electrical, instrumentation, civil/site work, architectural, and structural changes and/or requirements for Manufacturer/Supplier. The bid for such Substitute Manufacturer/Supplier shall also include any proof of the merit of the proposed substitute is upon the Bidder.
 - b. Reimbursement for Architecting redesign shall be based on the Architect's published hourly rates effective at the time of review or redesign plus any direct non-labor expenses such as travel, per diem, or reproduction services. Work necessary to furnish and install the equipment, including reimbursement described above and other modifications to the Work necessary to make the several parts fit together and perform as specified shall be at no additional cost to the Owner.
- 9.5 The Architect's decision of approval or disapproval of a proposed substitution shall be final. If Architect approves any proposed substitution, such approval will be set forth in an Addendum issued to all prospective Bidders, within three (3) days, exclusive of holidays and weekends, after the potential Bidder's submission of a substitute material. Bidders shall not rely upon approvals made in any other manner. If a substitute offered by the Contractor is not found by the Architect to be equal to the material specified, the Contractor shall furnish and install the material specified.
- 9.6 After the receipt of Bids, the Contract, if awarded, will be on the basis of material and product described in the Drawings or specified in the Specifications without consideration of possible substitute of "or equal" items except as specified in 9.3 above.

10. SUBCONTRACTORS

- 10.1 All Subcontractors being assigned a portion of the Work in the amount of fifty-thousand dollars (\$50,000) or more must possess a current Louisiana Contractor's license of the proper

classification, as provided by Louisiana Revised Statutes. Furthermore, any Subcontractor who enters into a subcontract in the which the Subcontractor is to provide labor only, and the Contractor is to provide the materials, that Subcontractor must possess a current Louisiana Contractor's license of the proper classification if the combined cost of the Subcontractor's labor and the materials provided by the Contractor is \$50,000 or more, even if the Subcontractor's labor cost is less than \$50,000 pursuant to LA R.S. 37:2150.1(3).

- 10.2 In accordance with Ordinance No. 12743 of the City of Lake Charles, Louisiana, the Bidder shall identify ALL Subcontractors which he proposes to employ on the Contract by NAME, ADDRESS, TELEPHONE, and SCOPE OF WORK. This information shall be provided in the Subcontractor List (Section 00435) which shall be submitted by the apparent low bidder within ten (10) days following the bid opening. If no Subcontractors are to be used on this project, the Bidder shall state this. The Contractor will be required to use all Subcontractors he identifies as listed on this form.
- 10.3 Should the Owner request additional information about the Bidder and proposed Subcontractors, following the submission of the Subcontractor List (Section 00435), the Bidder shall submit within seven (7) days of Owner's request the specific additional information requested by the Owner to define in greater detail the Bidder's bid proposal for Owner's evaluation. Such information shall have the same legal significance as if submitted with the original bid and, if the bid is accepted, shall become legally binding on the Successful Bidder.
- 10.4 If Owner or Architect after due investigation has reasonable objection to any proposed Subcontractor, supplier, other person or organization, either may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time. If the apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest responsible and responsive Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person, or organization listed and to whom Owner or Architect does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Architect subject to revocation of such acceptance after the "effective date of the Agreement" as provided in Paragraph 6.06 of the General Conditions.
- 10.5 No Contractor shall be required to employ any Subcontractor, Supplier, other person, or organization against whom he has reasonable objection.
- 10.6 Unless otherwise approved by the City Council, the total amount of subcontract work shall not exceed forty-nine percent (49%) of the Work.

11. BID FORM

- 11.1 The Bid Form (Section 00300) is included with the Bidding Documents; additional copies may be obtained from the Architect.
- 11.2 Bid Form shall be completed in ink or by typewriter. All blanks on the Bid Form must be completed.
- 11.3 Bids by corporations must be executed in the corporate name by a corporate officer accompanied by evidence of authority to sign in accordance with the Resolution form (Section 00485). The corporate address and state of incorporation must be shown where indicated on the bid form.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner whose

title must appear where indicated on the bid form, and the official address of the partnership must be shown below the signature.

- 11.5 All names must either be clearly written and legible or be typed or printed where indicated on the Bid Form.
- 11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in where indicated on the Bid Form).
- 11.7 The address and telephone number for communications regarding the Bid must be shown where indicated on the bid form.

12. SUBMISSION OF BIDS

- 12.1 Paper bids shall be submitted on forms provided by the Owner at or before the time and at the place indicated in the Advertisement for Bids in accordance with LA R.S. 38:2212(B)(6)(a). Both paper and electronic bids shall be subject to all requirements of the Contract Documents including the drawings, specifications, addenda, and these Instructions to Bidders. All bids must be regular in every respect and no interlineations, exclusions, or special conditions shall be made or included on the Bid Form by the Bidder.
- 12.2 If a bid is a paper bid, the bid, including the Bid Form, the Bid Security, and evidence of authority to sign the bid (if required) shall be enclosed in an opaque envelope. The envelope shall be sealed and clearly labeled with the name of the project, project number, name of bidder, bidder license number (where required), and the date and time of bid opening. All envelopes containing a Bid in the amount of fifty-thousand dollars (\$50,000) or more shall bear the BIDDER'S Louisiana Contractor's license number, as provided by Louisiana Revised Statutes. Any bid that does not require the Contractor to be licensed shall state the exemption on the bid envelope. If the Bid is submitted through the mail, the sealed envelope containing the bid shall be enclosed in a separate envelope addressed as specified in the Bid Form and sent by registered or certified mail with a return receipt requested. If the bid is submitted by hand the deliverer shall request a written receipt.
- 12.3 Electronic bids shall conform to the same requirements of a paper bid described, herein, and shall be encrypted prior to sending using the City's key. The encryption level will ensure security. The City's on-line provider shall follow the standards for the receipt of electronic bids adopted by the office of the Governor, Division of Administration, and the Office of Information Technology as provided for in LAC 4:XV.701.
- 12.4 Any Bids received after the bid submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder. The Owner may consider as irregular any Bid on which there is an alteration of or departure from the electronic bid form or the paper bid hereto attached and at its option may reject the same.

13. MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so; and, in case signed by a deputy or

subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modifications. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid Date and Time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

- 13.2 If, within forty-eight (48) hours of the Bid opening, exclusive of Saturdays, Sundays and legal holidays, any Bidder who files a duly signed, and sworn written notice with Owner to the satisfaction of Owner that there was a patently obvious mechanical, clerical or mathematical error in its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned as provided by LA R.S. 38:2214 [C]. Thereafter, the Bidder will be disqualified from future bidding and will not be permitted to provide any subcontract work on the Contract, for which the withdrawn bid was submitted, as provided by LA R.S. 38:2214 [D].

14. OPENING OF BIDS

- 14.1 Bids will be opened and (unless obviously nonresponsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.
- 14.2 For projects requiring licensing, any bid which does not show on the paper bid envelope or the electronic bid form, the Contractor's Louisiana Contractor's license number and contain the Contractor's license certification on the Bid Form, or any bid which does not state the exemption on the bid envelope or electronic bid form if the bid does not require the Contractor to hold a Louisiana Contractor's license shall be automatically rejected and returned to the bidder marked "Rejected," and shall not be read aloud.

15. BIDS TO REMAIN OPEN

- 15.1 As provided by LA R.S. 38:2215A., all Bids shall remain open for forty-five (45) calendar days after the day of the Bid opening, however as provided under LA R.S. 38:2215.D, these provisions are not applicable for projects requiring the sale of bonds or financed in whole or in part by federal or other funds which will not be readily available at the time bids are received.
- 15.1 Extensions of time when Bids shall remain open beyond the forty-five (45) calendar day period specified in LA R.S. 38:2215A may be made only by mutual agreement between the Owner and the lowest responsible bidder by one or more thirty (30) calendar day extensions.

16. NON-COLLUSION AFFIDAVIT

- 16.1 In accordance with the LA R.S. 38:2224, the apparent responsible low bidder shall execute and submit the Non-Collusion Affidavit (Section 00440) provided herein, within ten (10) calendar days after the bid opening, declaring that he has not entered into a collusive agreement with any other corporation, firm, nor person in preparation of his bid. Failure to submit this affidavit within the specified time frame will result in the bidder being declared as non-responsive.

17. FELONY CONVICTION/E-VERIFY AFFIDAVIT

- 17.1 In accordance with LA R.S. 38:2227 and LA R.S. 38:2212.10(C), the apparent responsible low bidder shall execute and submit the Felony Conviction and Employee Verification Affidavit (Section 00420) provided herein, within ten (10) calendar days after the bid opening, attesting that he has satisfied the requirements contained within said affidavit. Failure to submit this

affidavit within the specified time frame will result in the bidder being declared as non-responsive.

18. AFFIDAVIT OF COMPLIANCE WITH CLEAN AIR ACT AND WATER POLLUTION ACT

- 18.1 The apparent responsible low bidder shall execute and submit the Affidavit of Compliance with Clean Air Act and Water Pollution Act (Section 00425) provided herein, within ten (10) calendar days after the bid opening, attesting that he has satisfied the requirements contained within said affidavit. Failure to submit this affidavit within the specified time frame will result in the bidder being declared as non-responsive.

19. AWARD OF CONTRACT

- 19.1 For reasons of just cause, as provided by LA 38:2214 B, the Owner reserves the right to reject any and all Bids, to waive any informalities allowable by statute, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Bids which are unsigned or are not accompanied by the required bid security shall be irrevocably rejected. When one or more bids are rejected, the reason therefore shall be given. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced unit prices, or irregularities of any kind. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 19.2 In evaluating bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.
- 19.3 Owner will also consider the qualifications and experience of Subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work whose identity must be submitted as provided in Article 3 of these Instructions to Bidders.
- 19.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 19.5 If the contract is to be awarded, it will be awarded to the lowest responsible, responsive Bidder. Alternates, if accepted, shall be accepted in the order in which they are listed in the bid form. Determination of the low bidder shall be on the basis of the sum of the base bid and any alternates accepted. However, the Owner shall reserve the right to accept alternates in any order which does not affect determination of the low bidder.
- 19.6 If this contract should involve financial assistance with funds from other agencies, the Owner shall refer to the regulations of that agency concerning the determination of the Bidder to be awarded this contract.

20. CONTRACT SECURITY

- 20.1 Article 11.7 of the General Conditions sets forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must

be accompanied by the required Performance and Payment Bonds.

20.2 In addition to the requirements in Article 11.7 , in order to be acceptable to the Owner, a surety company issuing Bid Guaranty Bonds, or 100% Performance/Payment Bonds, called for in these Specifications, shall meet and comply with the following minimum standards:

20.2.1 Surety must be admitted to do business in the State of Louisiana and shall comply with the provisions of LA R.S. 38:2241. The Surety Company shall be listed by the U.S. Department of Treasury Financial Management Service (Circular 570 as amended) with an A-rating as provided under LA R.S. 38:2219.

20.2.2 Surety shall have been in business and have a record of successful continuous operations for at least five (5) years.

20.2.3 Attorneys-in-fact who sign bid bonds or performance/payment bonds must file with such bond a certified copy of their power of attorney to sign such bond.

20.2.4 Agents of surety companies must list their name, address and telephone number on all bonds.

20.2.5 Surety shall have at least the following minimum ratings:

<u>CONTRACT AMOUNT</u>	<u>BEST'S RATINGS</u>
up to \$2,500,000	Class IV A- or better
\$2,500,000 to \$5,000,000	Class V A- or better
Above \$5,000,000	Class V A- or better

20.2.6 The life of the bonds shall extend twelve (12) months beyond the date of final acceptance for warranty purposes and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of the Owner.

21. SIGNING OF AGREEMENT

21.1 When the Owner issues the Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement, as well as, all other Contract Documents attached. No more than fifteen (15) calendar days thereafter, the Contractor shall sign and deliver the required number of counterparts of the Agreement, additional Contract Documents, and the required Performance and Payment Bonds with insurance certificates to Owner.

21.2 Having satisfied all conditions of the award as set elsewhere in these documents, the successful bidder shall, within the period specified above, furnish bonds in the penal sum not less than the amount of the contract as awarded, as security for the faithful performance of the contract and for payment of all persons performing labor and furnishing materials in connection with this contract. Such bonds shall be in the form of the City of Lake Charles Performance and Payment Bonds and shall bear the same date as, or a date subsequent to that of the Agreement. The bonds shall be written by the Surety of Insurance Company satisfying all of the minimum standards set forth in Article 20 of The Instructions to Bidders.

21.3 The failure of the successful bidder to execute such agreement, additional contract documents, and to supply the required bonds within fifteen (15) calendar days after the Notice of Award is issued, or within such extended period as the Owner may grant, based on reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest bidder or re-advertise for bids, and may charge against the bidder the

difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the owner for a refund.

- 21.4 Within fifteen (15) calendar days thereafter, Owner shall deliver one (1) fully signed counterpart of the Agreement, as well as, all other Contract Documents to Contractor.

22. RETAINAGE

- 22.1 Retainage of 10% of the value of WORK completed and materials stored on-site shall be deducted from the Contractor's Application for Payment for contract prices up to \$500,000.00.
- 22.2 Retainage of 5% of the value of WORK completed and materials stored on-site shall be deducted from the Contractor's Application for Payment for contract prices of \$500,000 or more.

23. RELATED WORK UNDER SEPARATE CONTRACTS

- 23.1 The Bidder's attention may be directed to the fact that the Work to be done under this contract may be only part of a Project consisting of improvements under several different contracts, that contracts may be let for the other portions of the Project, and that the success of the Project may be dependent upon the completion of the Work under this contract and the work to be done by others.

24. TAXES

- 24.1 In accordance with applicable rules adopted and promulgated by the Louisiana Department of Revenue, the Owner will designate the Contractor and all Subcontractors as its agents for the purchase and lease of materials, supplies or equipment for this Project as per LA R.S. 47:301 (8)(c). The Contractor and all Subcontractors shall accept the agency designation. The designation and acceptance thereof shall be made on the form prescribed by the Louisiana State Department of Revenue which form shall be part of the contract between the Owner, and the Contractor. A copy of this form is included in Section 00445.
- 24.2 The agency relationship between the Owner and the Contractor and all Subcontractors shall relieve the Contractor and Subcontractors (1) from paying any state or local sales taxes or state or local use taxes on materials, supplies or equipment which is affixed to and/or made a part of the real estate of the project or work or which is permanently incorporated into the project or work and, (2) from paying any state or local use taxes on any materials, supplies or equipment which is leased and used exclusively for the project or work. Accordingly, in preparing their bids and computing costs, the Contractor and Subcontractors shall not consider sales and/or use taxes which would otherwise be due.
- 24.3 The Contractor and Subcontractor shall furnish a copy of such certificate to all vendors or suppliers of any of the materials, supplies or equipment described above.
- 24.4 The Contractor and Subcontractors shall make all purchases and leases on behalf of and as the agent of the Owner.
- 24.5 The Contractor shall be responsible for reviewing the pertinent State Statutes involving the sales and use taxes and complying with all requirements. Rules and regulations of the Louisiana Department of Revenue shall prevail over any conflicting provisions or specifications of the

Contract.

25. REQUIRED DISCLOSURE

- 25.1 At its sole discretion the Owner may reject any Bidder the Owner finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners, or Owners are found by the Owner to lack, honesty, integrity, or moral responsibility. The discretion of the Owner may be exercised based on the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Owner may reject the Bid based upon the exercise of its sole discretion, and Bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.
- 25.2 In accordance with LA R.S. 38:2212(B)(3)(a) within ten (10) days of its bid submission the Bidder shall disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in Louisiana or any other state or the United States against (I) Bidder, (ii) any business entity related to or affiliated with Bidder, or (iii) any present or former executive employee, officer, director, stockholder, partner, or Owner of Bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty percent (20%) or less of the outstanding shares of the Bidder whose stock is publicly owned and traded.
- 25.3 The apparent, responsible low bidder is required by the State of Louisiana Public Bid Law to furnish the following information or documentation within ten (10) calendar days after the date bids are opened; Felony Conviction and E-Verification Affidavit (Section 00420) the Non-Collusion Affidavit (Section 00440). If the apparent low bidder does not submit the proper information or documentation as required by the bidding documents within the ten (10) calendar day period, such bidder shall be declared non-responsive, and the public entity shall award the bid to the next lowest bidder, and afford the next lowest bidder not less than ten days from the date the apparent low bidder is declared non-responsive, to submit the proper information and documentation as required by the bidding documents, and may continue such process until the public entity either determines the low bidder or rejects all bids.

26. PROTESTS

- 26.1 Owner is responsible for resolution of protests of contract award, claims, disputes, alleged patent infringements, alleged license fees, and other related procurement matters in accordance with sound business judgment and good administrative practice. The following procedures shall be used for this purpose:
- 26.1.1 Any party with a direct financial interest adversely affected by Owner's procurement decision shall file a protest under this Article or be barred further relief.
- 26.1.2 A protest must (a) be in writing (oral protests shall not be permitted); (b) adequately state the basis of the protest and the relief requested; and (c) be received by Owner within seven (7) calendar days from the date the basis of the protest was, or should have been, known.
- 26.1.3 Owner shall take action on protests within forty-five (45) calendar days of the receipt thereof. Owner may defer the protested procurement upon receipt of a procedurally

adequate protest, provided that, in any event, award of a contract or subcontract or procurement of a sub-item may be permitted, at the Owner's sole discretion, where it will not materially affect resolution of the protest.

26.1.4 A protest shall be limited to (a) issues arising from the procurement provisions of the Contract and (b) state or local law. No protest may be filed with respect to basic project design.

26.1.5 The Owner's Attorney will establish procedures for resolution of protests. The Owner will rely for resolution of the protest, on decisions issued under Louisiana law, as well as decisions issued by other states, Federal courts, the U.S. Comptroller General, or other Federal agencies with extensive procurement expertise if Louisiana law is not clearly established.

27. OSHA REQUIREMENTS

27.1 Successful bidder shall comply with all applicable OSHA requirements.

28. CONSTRUCTION UTILITIES

28.1 Electric power required by the Bidder shall be secured by the Bidder and through his own arrangement with a Utility Company, or by other means.

28.2 Any water needed by the Bidder during construction will be shall be secured by him through his own arrangements. All water withdrawn from City of Lake Charles fire hydrants shall be metered. The Contractor shall obtain the water meter from the City of Lake Charles Water Division. The Contractor shall be responsible for all deposits, meter, and consumption charges. There will be no direct payment for this water usage, water deposit, or fee.

28.3 All sanitary facilities required during construction shall be provided by the Bidder and made satisfactory to the Architect and Public Health Authorities.

29. QUANTITIES OF ESTIMATE

29.1 Wherever the estimated quantities of work to be done and materials to be furnished on a unit price basis under this contract are shown in any of the documents, including the bid form, and the right is expressly reserved, except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

29.2 Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and review of the drawings and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

30. STATE PREFERENCE

30.1 Preference shall be given in accordance with the prevailing Statutes under Title 38, as follows:

30.1.1 Preference is hereby given to materials, supplies, and provisions, produced,

manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the State.

30.1.2 In the letting of contracts for public work by any entity, except contracts financed in whole or in part by contributors or loans from any agency of the United States government, preference shall be given to Louisiana resident Contractors over non-resident Contractors, in accordance with LA RS 38:2211 et seq.

30.1.3 Additionally, public works contracts shall comply with the City of Lake Charles Ordinance No. 7911 whereby no less than eighty percent (80%) of non-management persons employed and fulfilling public works contracts with the City of Lake Charles shall be residents of the State of Louisiana. Except for Public Works contracts that require specialized equipment or knowledge, including, but not limited to, pipe bursting and cured-in-place (CIPP) lining of underground stormwater or sewerage lines.

31. PRE-EMPLOYMENT DRUG SCREENING

31.1 The City of Lake Charles has passed Ordinance No. 12943 amending the Code of Ordinances requiring language regarding pre-employment drug screen tests to be added to all City of Lake Charles' advertisement for bids on building and construction projects.

31.1.1 By submittal of this bid proposal, Contractor hereby certifies that has in place and employs a pre-employment drug screen test for each employee of the Contractor and administers periodic, random drug screen testing for each such employee and agrees that it will not enter into any Subcontractor agreement, whether verbal or written, unless said Subcontractor has in place and employs pre-employment drug screen testing and periodic, random drug screen testing. All such pre-employment drug screen testing and random testing shall meet or exceed the standards of drug screen testing as promulgated by the Associated General Contractors of Louisiana.

32. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

32.1 Title VI Notice

32.1.1 The City of Lake Charles fully complies with Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act, and related statutes, executive orders, and regulations in all programs and activities. The City operates without regard to race, color, national origin, income, gender, age, and disability. Any person who believes him/herself or any specific class of persons, to be subjected to discrimination prohibited by Title VI/Americans with Disabilities Act may by him/herself or by representative file a written complaint with the City of Lake Charles. The City's Title VI Coordinator/ADA Coordinator may be reached by phone at (337) 491-1440, the Mayor's Action Line at (337) 491-1346, contacting the appropriate Department Head, or see the City of Lake Charles' website at www.cityoflakecharles.com. A complaint must be filed no later than 180 days after the date of the alleged discrimination has occurred.

32.1.2 City of Lake Charles meetings are conducted in accessible locations and materials can be provided in accessible formats. If you would like accessibility or language accommodation, please contact the Title VI Coordinator at (337) 491-1440 (phone) or (337) 491-1437 (fax) or the Mayor's Action Line at (337) 491-1346.

33. CITY OF LAKE CHARLES SMALL BUSINESS OPPORTUNITY PROGRAM (SBOP)

- 33.1 The City has gone on record to encourage general Contractors to provide opportunities for small businesses owned and operated by socially or economically disadvantaged persons to become involved as Subcontractors. To that end, the City requires all general Contractors to make good faith efforts to award at least 25 percent of the funds to be spent on their subcontracted work, in all City funded projects that are subject to the Louisiana public bid laws, to small businesses owned and operated by socially or economically disadvantaged persons as defined in Section 2-28(h) in the City of Lake Charles Code of Ordinances.
- 33.2 Those Contractors who actually have accomplished the goal of awarding 25 percent as set forth in section 2 above shall be entitled to a discount on the payment of the building permit fee associated with the project in an amount of ten percent with a maximum of \$2,000.00.
- 33.3 Small Business Opportunity Program Reporting Requirements
- 33.3.1 In accordance with Section 2-33 of the City of Lake Charles Code of Ordinances, the apparent low Prime Bidder is required to submit a completed City of Lake Charles SBOP Good Faith Compliance Form (Section 00430) within ten (10) days following the bid opening. Nothing herein shall be deemed to require that the General Contractor accept the bid of any Subcontractor.

NOTE: This form is in addition to the Subcontractors List (Section 00435) which is also to be submitted within 10 days of the bid opening.

34. GUIDANCE CONCERNING GOOD FAITH EFFORTS

- 34.1 Prime Bidders must have exerted efforts that were of an intense, aggressive, and sincere nature that goes far beyond any simple paperwork exercise to demonstrate a good faith effort in achieving the project goal. The most recent list of Disadvantaged Small Business Enterprises (DSBE) can be found under the Business tab at www.cityoflakecharles.com. Prime Bidders will take necessary affirmative effort steps to assure that Disadvantaged Small Business Enterprises are used when possible. Affirmative effort steps shall include:
- 34.1.1 Placing certified Disadvantaged Small Business Enterprises on solicitation lists;
- 34.1.2 Assuring that Disadvantaged Small Business Enterprises are solicited whenever they are potential sources;
- 34.1.3 Dividing the work, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Small Business Enterprises;
- 34.1.4 Establishing delivery schedules, where the requirement permits, which encourages participation by Disadvantaged Small Business Enterprises;
- 34.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- 34.1.6 Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative effort steps listed in this section;
- 34.1.7 Attending any pre-bid meetings at which DSBE's could be informed of contracting and subcontracting opportunities;
- 34.1.8 Advertising in general circulation, trade association, and disadvantaged focused media

concerning the subcontracting opportunities;

- 34.1.9 Providing written notice to all certified DSBE's who have capabilities pertinent to the work of the contract that their interest in the contract is being solicited. This notice shall be in sufficient time to allow the DSBE's to respond to the written solicitation;
- 34.1.10 Following up initial solicitations of interest by contacting DSBE's to determine with certainty if the DSBE's are interested;
- 34.1.11 Providing interested DSBE's with adequate information about the plans, specifications, and requirements of the contract;
- 34.1.12 Negotiating in good faith with interested DSBE's. The evidence of such negotiations should include the names, addresses, and telephone numbers of DSBE's that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and a statement as to why additional agreements could not be reached for DSBE's to perform the work;
- 34.1.13 Not rejecting DSBE's as unqualified without sound reasons based on thorough investigation of their capabilities;
- 34.1.14 Making efforts to assist interested DSBE's in obtaining bonding, lines of credit, or insuring as required by the recipient or Contractor;
- 34.1.15 Making efforts to assist interested DSBE's in obtaining necessary equipment, supplies, materials, or other related services; and
- 34.1.16 Effectively using the services of available community organizations; disadvantaged Contractors' groups; local, state, and federal Disadvantaged Small Business Enterprise assistance offices; and other organizations as allowed on a case by case basis to provide assistance in the recruitment and placement of DSBE's.

END OF SECTION

SECTION 00300
LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: City of Lake Charles
Office of the Clerk of Council, City Hall, 4th Floor
326 Pujo St.
Lake Charles, LA 70601
(BIDEXPRESS.COM TO SEND AN ELECTRONIC BID)

BID FOR: City of Lake Charles, Louisiana
Lake Charles Event Center ADA Railing and Seating
900 Lakeshore Drive, Lake Charles, LA 70601
Capital Project Number CP 9778

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:

Brossett Architect, LLC
(Owner to provide name of entity preparing bidding documents.)

and dated: September 2025

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

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

_____ Dollars (\$ _____)

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

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

_____ N/A _____ Dollars (\$ _____ N/A _____)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

_____ N/A _____ Dollars (\$ _____ N/A _____)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

_____ N/A _____ Dollars (\$ _____ N/A _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

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

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

SECTION 00410

BID BOND

(For a paper bid, one original required of all Bidders with Power of Attorney attached. For an electronic bid, an electronic bid bond will still be accepted if received prior to the bid opening)

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as PRINCIPAL, and _____ as Surety, are hereby held and firmly bound unto the CITY OF LAKE CHARLES, LOUISIANA, as OWNER in the penal sum of DOLLARS (\$ _____) for the payment of which sum well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the PRINCIPAL has submitted to the CITY OF LAKE CHARLES, LOUISIANA, a Bid, attached hereto and hereby made a part thereof, to enter into a contract in writing, for the construction of the following project:

Lake Charles Event Center ADA Railing and Seating

NOW THEREFORE,

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the PRINCIPAL shall execute and deliver a contract in the Form of Agreement attachment hereto (properly completed in accordance with said Bid) and shall furnish a Bond for faithful performance of said contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the PRINCIPAL and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL (BIDDER)	SURETY
ADDRESS: _____ _____	ADDRESS: _____ _____
BY: _____ AUTHORIZED OFFICER-OWNER-PARTNER	BY: _____ AGENT OR ATTORNEY-IN-FACT (SEAL)
TITLE: _____	TITLE: _____
SIGNATURE: _____	SIGNATURE: _____
WITNESS _____	WITNESS _____

IMPORTANT: Bid Guaranty Bonds: In accordance with LA R.S. 38:2218.C, all Bid Guaranty Bonds shall be written by a surety or insurance agency currently on the U.S. Department of Treasury Financial Management Service list of approved companies, with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide or by an insurance company in good standing licensed to write bonds either domiciled in Louisiana or owned by Louisiana residents.

SECTION 00420

FELONY CONVICTION AND EMPLOYEE VERIFICATION AFFIDAVIT

This document must be executed and furnished by the **lowest responsive bidder** no later than ten (10) calendar days after the Bid Opening. Failure to submit within the specified timeframe will result in the bidder being declared as non-responsive.

Name of Project: Lake Charles Event Center ADA Railing and Seating

By signing this document in accordance with LA R.S. 38:2227, the appearer, as a bidder on the above project, does hereby attest that:

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

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

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

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

By signing this document in accordance with LA R.S. 38:2212.10, the appearer, as a bidder on the above project, does hereby attest that:

- A. The private employer is registered and participates in a status verification system (E-Verify) to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.

- B. The private employer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. The private employer shall require all Subcontractors to submit to the employer a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making false attestation shall be responsible to the public entity for the cost of rebidding, additional costs due to increased cost of bids and any and all delay costs due to the rebid or cancellation of the contract.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

Subscribed and sworn to before me

WITNESSES

This ____ day of _____, 20 ____

(NOTARY PUBLIC)

My commission expires _____

SEAL

END OF SECTION

SECTION 00425

AFFIDAVIT OF COMPLIANCE WITH CLEAN AIR ACT AND WATER POLLUTION ACT

This document must be executed and furnished by the **lowest responsive Bidder** no later than ten (10) calendar days after the Bid Opening. Failure to submit within the specified timeframe will result in the Bidder being declared as non-responsive.

STATE OF LOUISIANA

PARISH OF CALCASIEU

BE IT KNOWN _____ being first
duly

(Name of Authorized Representative of Bidder)

sworn, deposes and says that:

(1) He is the _____, of _____,
(Title) (Firm Name)

the Bidder, that has submitted the accompanying Bid for the Construction of the

Lake Charles Event Center ADA Railing and Seating,
(Project Name)

, a public project of the City of Lake Charles, Louisiana;

- (2) He certifies that he will comply with all of the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857 et. seq.) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318), relating to inspection, monitoring, entry, reports, and information, as well as all requirements, regulations, and/or guidelines issued under the above Sections;
- (3) He further certifies that he nor any of his non-exempt subcontractors will not use any facility in the performance of any non-exempt Contract which is listed on the List of Violating Facilities issued by the Environmental Protection Agency;
- (4) He further agrees that prompt notice will be given to the Agency or Agencies involved in this Contract of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized for this Contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities; and
- (5) He further agrees to include or cause to be included the criteria and requirements of paragraphs 2 through 4 of this Section in every non-exempt subcontract and

further that he will take such action as the proper Agency may direct as a means of enforcing such provisions.

WITNESSES:

BIDDER:

BY: _____

TITLE: _____

Subscribed and sworn to before me

This ____ day of _____, 20 ____

(NOTARY PUBLIC)

My commission expires _____

SEAL

END OF SECTION

SECTION 00430

CITY OF LAKE CHARLES SMALL BUSINESS OPPORTUNITY PROGRAM (SBOP) GOOD FAITH COMPLIANCE FORM

This form is to be submitted by the lowest responsive Bidder within 10 days of bid opening. All Good Faith Effort forms **MUST BE COMPLETE AND IN COMPLIANCE** by the 10th day **IN ORDER FOR THE BID TO BE CONSIDERED RESPONSIVE**. Bid Opening Day counts as Day 1.

Project No: CP 9778

Project Title: Lake Charles Event Center ADA Railing and Seating

The total amount of subcontracted work for this project is valued at approximately \$ _____
which is approximately _____% of the total project.

BIDDER (FIRM): _____

Contact Person: _____ Telephone: _____

Address: _____ City: _____

State _____ Zip _____ E-Mail: _____

By: _____, _____ / _____ / _____
(Signature) (Title) (Date)

The City of Lake Charles has gone on record to encourage general Contractors to provide opportunities for disadvantaged small business enterprises (DSBE) to become involved as Subcontractors as specifically stated in City Ordinance Section 2-33. Accordingly, this form is required of the lowest responsive Bidder to document his or her specific plan to provide such opportunities.

The City requires all general Contractors to make good faith efforts to award at least 25% of their subcontracted work in all City funded projects to DSBE.

If the lowest responsive Bidder does not plan to provide DSBE opportunities on this project, please explain why.

If the lowest responsive Bidder plans to provide DSBE opportunities on this project, please list on the following page(s).

1. The lowest responsive Bidder plans to engage the following DSBE firm as a Subcontractor

Name of DSBE Firm: _____

DSBE Firm Owner or Contact: _____

Telephone: _____ **Fax:** _____ **E-Mail:** _____

SCOPE OF WORK: Describe the work to be performed by the DSBE firm.

The estimated dollar value of the scope of work is \$_____ which is approximately _____% of the amount to be spent on subcontracted work for this project.

DSBE AFFIRMATION

The above-named DSBE affirms that it can perform the scope of work required in a thorough and competent manner to the satisfaction of the lowest responsive Bidder and as per the specifications for the estimated dollar value as stated above.

By: _____, _____, ____/____/_____
(Signature) (Title) (Date)

2. The lowest responsive Bidder plans to engage the following DSBE firm as a Subcontractor

Name of DSBE Firm: _____

DSBE Firm Owner or Contact: _____

Telephone: _____ **Fax:** _____ **E-Mail:** _____

SCOPE OF WORK: Describe the work to be performed by the DSBE firm.

The estimated dollar value of the scope of work is \$_____ which is approximately _____% of the amount to be spent on subcontracted work for this project.

DSBE AFFIRMATION

The above-named DSBE affirms that it can perform the scope of work required in a thorough and competent manner to the satisfaction of the lowest responsive Bidder and as per the specifications for the estimated dollar value as stated above.

By: _____, _____, ____/____/_____
(Signature) (Title) (Date)

If more space is needed, please make more copies of this page.

The City of Lake Charles considers the actions listed below evidence of the good faith efforts to award at least 25% of their subcontracted work to DSBE. **Please mark appropriate boxes.**

YES	NO	EVIDENCE OF GOOD FAITH EFFORTS
		PRE-BID MEETING(S): The bidder attended the pre-bid meeting if held.
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DSBE firms in order to increase the likelihood of meeting the SBOP goals (including breaking down contracts into smaller units to facilitate DSBE participation).
		SBOP LIST(S): The bidder utilized the City's Small Business and Disadvantaged Small Business Enterprise List or lists of certified DSBE firms found at www.cityoflakecharles.com .
		FOLLOW-UP: The bidder followed-up initial indications of interest by DSBE firms by contacting those DSBE firms to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation, public journals, and/or trade association publications concerning subcontracting opportunities, and allowed DSBE firms reasonable time to respond.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DSBE firms and did not reject DSBE firms as unqualified without sound business reasons based on a thorough investigation of their capabilities.
		INFORMATION: The bidder provided interested DSBE firms with adequate information about the plans, specifications, and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder took the necessary steps to provide written notice in a manner reasonably calculated to inform DSBE firms of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder used the services of the City's SBOP office, available community organizations, small and/or disadvantaged business assistance offices and other organizations that provide assistance in the recruitment and placement of DSBE firms.
		CONTRACT RECORDS: The bidder has maintained the following records for each DSBE firm that has made bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder or Subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DSBE was unqualified to perform the job.

Please list the DSBE contacts made and the results of said contact.

Name of DSBE Firm: _____

DSBE Firm Owner or Contact: _____

Telephone: _____

E-Mail: _____

Type of work solicited for this project:

Results of Bidder's contact with the DSBE firm:

SBOP Office Use Only:

Name of DSBE Firm: _____

DSBE Firm Owner or Contact: _____

Telephone: _____ **E-Mail:** _____

Type of work solicited for this project:

Results of Bidder's contact with the DSBE firm:

SBOP Office Use Only:

Name of DSBE Firm: _____

DSBE Firm Owner or Contact: _____

Telephone: _____ **E-Mail:** _____

Type of work solicited for this project:

Results of Bidder's contact with the DSBE firm:

SBOP Office Use Only:

Name of DSBE Firm: _____

DSBE Firm Owner or Contact: _____

Telephone: _____ **E-Mail:** _____

Type of work solicited for this project:

Results of Bidder's contact with the DSBE firm:

SBOP Office Use Only:

If more space is needed, please make more copies of this page.

SECTION 00435

SUBCONTRACTOR LIST

(Required from Apparent Low Bidder within 10 Days of Receipt of Bids)

Capital Project No.: **CP 9778** _____

In accordance with Ordinance No. 12743 of the City of Lake Charles, Louisiana, the following is a list of Subcontractors proposed to be used on above listed Project or Capital Project No., including the category or scope of work, which each Subcontractor will be performing. **Any disadvantaged small business enterprise (DSBE) should be identified as such next to their name.** *If no Subcontractors are to be used on this project, the bidder shall so indicate by insertion of the phrase **"No Subcontractors will be used on this project"** written or typed across this submittal.*

The Contractor will be required to use all Subcontractors listed on this form in the identified scope of work. Listing Subcontractors with a duplicate category or scope of work will not be permitted.

The obligation to submit the names of Subcontractors on the Subcontractor's Submittal form is not applicable for subcontracts amounting to less than Five Thousand Dollars (\$5,000.00), or less than one percent (1%) of the total amount bid.

SUB'S NAME, ADDRESS AND TELEPHONE

CATEGORY OR SCOPE OF WORK

1) _____

2) _____

3) _____

4) _____

Signed: _____

Title: _____

SECTION 00440

NON-COLLUSION AFFIDAVIT

This document must be executed and furnished by the **lowest responsive Bidder** no later than ten (10) calendar days after the Bid Opening. Failure to submit within the specified timeframe will result in the Bidder being declared as non-responsive.

STATE OF LOUISIANA

PARISH OF CALCASIEU

BE IT KNOWN _____ being first duly
(Name of Authorized Representative of Bidder)

sworn, deposes and says that:

(1) He is the _____, of _____,
(Title) (Firm Name)

the Bidder, that has submitted the accompanying Bid for the Construction of the

Lake Charles Event Center ADA Railing and Seating,
(Project Name)

, a public project of the City of Lake Charles, Louisiana;

- (2) He is fully informed respecting the preparation and contents of the Bid and of all pertinent circumstances respecting the Bid;
- (3) The Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract or Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any Bidder, firm, or person to fix the price or prices in the Bid or the Bid of any other Bidder; or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or

any other of its agents, representatives, Owners, employees, or parties in interest, including this affidavit;

- (6) That he has employed no one person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by him whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price to be received by him as paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him;

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

WITNESSES:

BIDDER:

BY: _____

TITLE: _____

Subscribed and sworn to before me

This ____ day of _____, 20 ____

(NOTARY PUBLIC)

My commission expires _____

SEAL

END OF SECTION



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

City of Lake Charles (LA), an agency of the United States government, or an agency, board, commission, or instrumentality of the State of Louisiana or its political subdivisions, including parishes, municipalities and school boards, does hereby designate the following contractor as its agent for the purpose of making sales tax exempt purchases on behalf of the governmental body:

Name of Contractor		
Address		
City	State	ZIP

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

Construction Project	Contract Number
----------------------	-----------------

This designation and acceptance of agency is effective for the period

Beginning Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)
-----------------------------	-----------------------

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

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

Designation of Agency			Acceptance of Agency		
Signature of Authorized Designator		Date (mm/dd/yyyy)	Signature of Contractor or Subcontractor Authorized Acceptor		Date (mm/dd/yyyy)
Name of Authorized Designator Emily K. McDaniel, Director of Finance			Name of Contractor's or Subcontractor's Acceptor		
Name of Governmental Entity City of Lake Charles			Name of Contractor		
Address 326 Pujo Street, 6th Floor			Address		
City Lake Charles	State LA	ZIP 70601	City	State	ZIP

This designation of agency form, when properly executed by both the contractor and the governmental entity, shall serve as evidence of the sales tax exempt status that has been conferred onto the contractor. No other exemption certificate form is necessary to claim exemption from sales taxes. The agency agreement evidenced by this sales tax exemption certificate must be implemented at the time of contract execution with the governmental entity. The contract between the governmental entity and his agent must contain provisions to authenticate the conferment of agency.

SECTION 00450

CITY OF LAKE CHARLES NOTICE OF AWARD

Project: Lake Charles Event Center ADA Railing and Seating	
Owner: City of Lake Charles, LA	Owner's Contract No.: CP 9778
Architect: Brossett Architect, LLC	Architect's Project No.: 25014BA
Bidder:	
Bidder's Address:	

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is _____ Dollars (\$_____).

PDF or Hard copies of the proposed Contract Documents (except Technical Specifications and Drawings) accompany this Notice of Award.

Three (3) sets of the Drawings and Specifications will be delivered separately or otherwise made available to you with, or prior to, your Notice to Proceed.

You must comply with the following conditions precedent within fifteen (15) working days of the date you receive this Notice of Award.

1. Deliver to the Architect seven (7) fully executed counterparts of ALL Contract Documents signed in ink.
2. Executed the Agreement and the Surety Bonds as specified in Article 19 of the Instructions to Bidders and Article 11 of the General Conditions.
3. Other conditions precedent:
Insurance Certificate per the General Conditions and Other Required Documents per Specifications Including but May Not be Limited to the following:
 - Section 00485 Corporate Resolution (When Applicable)
 - Section 00500 Agreement (DO NOT DATE)
 - Section 00610 Contractor's Performance Bond (DO NOT DATE)
 - Section 00615 Contractor's Payment Bond (DO NOT DATE)
 - Provide Certifications of Insurance as specified (Article 11 of the General Conditions)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within fifteen (15) calendar days after you comply with the above conditions, the Owner will return to you one fully executed counterpart of the Contract Documents.

City of Lake Charles, Louisiana

Owner

By:

Authorized Signature

Title

Date

SECTION 00485

CORPORATE RESOLUTION

Excerpt from minutes of meeting of the board of directors of _____
_____, incorporated.

At the meeting of directors of _____,
Incorporated, duly noticed and held on _____, 20____,
A quorum being there present, on motion duly made and seconded. It was:

Resolved that _____, be and is hereby appointed, constituted and designated as agent and attorney-in-fact of the corporation with full power and authority to act on behalf of this corporation in all negotiations, bidding, concerns and transactions with The City of Lake Charles or any of its agencies, departments, employees or agents, including but not limited to the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefor all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this corporation hereby ratifying, approving, confirming and accepting each and every such act performed by said agent and attorney-in-fact.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the board of directors of said corporation, and the same has not be revoked or rescinded.

SECRETARY-TREASURER

DATE

END OF SECTION

SECTION 00500
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between the CITY OF LAKE CHARLES, LOUISIANA hereinafter called the OWNER, and _____, hereinafter called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the Lake Charles Event Center ADA Railing and Seating, #CP 9778. The Work includes, but is not limited to:

- Provide and install a new platform on the second level coliseum seating to provide wheelchair accessible seating and provide and install handrails at the third level of the coliseum and other work as may be shown on drawings.

ARTICLE 2. ARCHITECT

- 2.1 The Project has been designed by Brossett Architect, LLC who is hereinafter called ARCHITECT and who will assume all duties and responsibilities and have the rights and authority assigned to ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.
- 2.2 The Architect's Contact Information is as follows:
David Brossett, AIA
Brossett Architect, LLC
414 Pujo Street, Lake Charles, LA
337-439-8400

ARTICLE 3. CONTRACT TIME

- 3.1 Time is of the Essence
- A. All time limit Milestones, if any, Substantial Completion, and completion and readiness for final payments as stated in the Contract Documents are of the essence of the Contract.
- 3.2 Days to Achieve Substantial Completion and Final Acceptance
- A. The CONTRACTOR shall be substantially complete with the Work within 180 calendar days after the date when the Contract Time commences to run as provided in Article 8 of the General Conditions of the Construction Contract (Section 00700), complete and ready for final

acceptance in accordance with Section 9.10 of the General Conditions within 225 calendar days after the date when the Contract Time commences to run.

3.3 Liquidated Damages

- A. OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.2 above plus any extensions thereof allowed in accordance with Article 7 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of \$XXX for each calendar day that expires after the Contract Time specified in Paragraph 3.2 for substantial completion until the Work is substantially complete; and \$XXX for each calendar day that expires after the time specified in Paragraph 3.2 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, architectural services, and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the CONTRACTOR by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the CONTRACTOR by the OWNER for completion of all work hereunder is:

_____ Dollars (\$_____)

and all extra work in connection therewith, in accordance with the plans and specifications made part of this this Contract Document.

ARTICLE 5. PAYMENT PROCEDURES

5.1 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the General Conditions. Applications for Payment will be processed by ARCHITECT as provided in the General Conditions.

5.2 Progress Payments and Retainage

- A. OWNER shall make progress payments which exceed \$5,000 on account of the Contract price on the basis of CONTRACTOR's Applications for Payment, as recommended by ARCHITECT, on or about the thirtieth (30th) day following receipt by the OWNER. Applications for Payments less than \$5,000 shall be accumulated until the next payment period or until final payment.

- B. Progress payments will be based upon estimated quantities of completed contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work on the last day of each month or other mutually agreed regular monthly date ending the progress payment period.
- C. Prior to final completion and acceptance of all Work covered by the Contract Documents, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ARCHITECT may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Article 15 of the General Conditions. Retainage indicated below does not include withholdings for known incomplete work. Such withholdings are not included in calculating the retainage but are additional monies withheld:
 - 1. For Contract Prices of \$500,000 or less, 90% of Work completed and/or cost of materials and equipment not incorporated in the Work (with the balance of 10% being retainage).
 - 2. For Contract Prices in excess of \$500,000, 95% of Work completed and/or cost of materials and equipment not incorporated in the Work (with the balance of 5% being retainage).
- D. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to CONTRACTOR to the applicable percent based on the preceding Paragraph 6.02.C of the Work completed, less such amounts as ARCHITECT shall determine in accordance with Paragraph 9.8 of the General Conditions and less the value of ARCHITECT's estimate of the Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. When substantial completion is granted by the OWNER, the Certificate of Substantial Completion is then filed with the Recorder of Mortgages of the City of Lake Charles. This begins the lien period which shall not be less than forty-five (45) days as prescribed for Public Works by Louisiana Revised Statutes 38:2242.

5.3 Final Acceptance and Final Payment

- A. Upon the final completion of all Work, the CONTRACTOR may request a final inspection and may make a final Application for Payment as provided by Article 9.10 of the General Conditions, upon the OWNER's certificate of final acceptance.
- B. At the expiration of the lien period it is the CONTRACTOR's responsibility to obtain a certificate from the Recorder of Mortgages of the City of Lake Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the OWNER for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

- 6.1 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in as containing reliable "technical data."
- E. CONTRACTOR has considered the information known to CONTRACTOR; information commonly known to CONTRACTORS doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) CONTRACTOR's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 6.1.D above, CONTRACTOR does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work

ARTICLE 7. CONTRACT DOCUMENTS

- 7.1 The following Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- A. This Agreement (Pages 00500-1 to 00500-9, inclusive).
- B. CONTRACTOR'S Performance Bond (Pages 00610-1 to 00610-2, inclusive).
- C. CONTRACTOR's Payment Bond (Pages 00615-1 to 00615-3, inclusive) and Insurance Certificates.
- D. Addenda (Nos. _____ through _____, inclusive).
- E. Specifications and Drawings, as listed in the table of contents of the Project Manual and bearing the general title, "**Lake Charles Event Center ADA Railing and Seating**".
- F. General Conditions (pages 00700-1 through 00700-65, inclusive).
- G. Exhibits to this Agreement (enumerated as follows)
 - 1. CONTRACTOR's Bid Form (Pages 00300- 1 to 00300- 1, inclusive).
 - 2. Felony Conviction and Employee Verification Affidavit (00420)
 - 3. Affidavit of Compliance with Clean Air Act and Water Pollution Act (00425)
 - 4. City of Lake Charles SBOP Good Faith Compliance Form (00430)
 - 5. SubCONTRACTOR List (00435)
 - 6. Non-Collusion Affidavit (00440)
 - 7. Sales Tax Exemption Certificate (00445)
 - 8. Corporate Resolution (00485)
- H. The following may be delivered or issued on or after the Effective Date of the Agreement:
 - 1. Notice to Proceed (00640)
 - 2. Change Orders (00650)
 - 3. Work Change Directives (00660)
 - 4. Field Orders (00670)

7.2 There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided in Article 7 of the General Conditions.

ARTICLE 8. MISCELLANEOUS

8.1 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions.

8.2 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the OWNER may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without CONTRACTOR's consent and without recourse.

8.3 Successors and Assigns

- A. Owner and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.5 CONTRACTOR'S Certifications

- A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.5:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.6 Remedies for Dispute Resolution

- A. In the event of dispute arising between the parties, both parties shall have all rights granted by the general laws of The State of Louisiana. It is hereby further agreed upon and understood by the parties hereto that any and all disputes that may arise in litigation shall be litigated in the 14th Judicial District Court for the Parish of Calcasieu or United States District Court Western District of Louisiana if jurisdiction is proper.

8.7 Relationship between the parties

- A. The CONTRACTOR is engaged by the Owner for the purposes set forth in this agreement. The relationship between the CONTRACTOR and the Owner shall be, and only be, that of an independent CONTRACTOR and the owner shall not be construed to be an employee, agent, partner of, or in joint venture with, the Owner.

8.8 Acknowledgement of Exclusion from Worker’s Compensation Coverage

- A. The OWNER and the CONTRACTOR expressly agree that the CONTRACTOR is an independent CONTRACTOR as identified in R.S 23:1021(7) and, as such, expressly agree that the OWNER shall not be liable to the CONTRACTOR or to anyone employed by the CONTRACTOR for any benefits or coverage as provided by the Worker’s Compensation Law of the State of Louisiana.

8.9 Acknowledgement of Exclusion from Unemployment Compensation Coverage

- A. The OWNER and the CONTRACTOR expressly declare and acknowledge that the CONTRACTOR is an independent CONTRACTOR, as such, is being engaged by the OWNER under this agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:
 1. The CONTRACTOR has been and will be free from any control or direction by the Owner over the performance of the services covered by this agreement;
 2. The services to be rendered by the CONTRACTOR are outside the normal course and scope of the OWNER’s usual business; and
 3. The CONTRACTOR is customarily engaged in an independent established trade, occupation, profession, or business.
- B. Consequently, neither the CONTRACTOR nor anyone employed or contracted by the CONTRACTOR shall be considered an employee of the Owner for the purpose of

unemployment compensation coverage.

8.10 Employment of Owner Personnel

- A. The CONTRACTOR certifies that it has not employed and will not employ any person to engage in the performance of this agreement who is, presently, or at the time of such employment, and employee of the OWNER.

8.11 Legal Compliance

- A. The OWNER and CONTRACTOR shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this agreement.

8.12 Covenants against Contingency Fees

- A. The CONTRACTOR warrants that it has not employed or retained any entity or person, other than bona fide employees working solely for the CONTRACTOR, to solicit or secure this agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the Owner shall have the right to annul this agreement without liability or, in the OWNER's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

8.13 Non-Discrimination Clause

- A. The CONTRACTOR agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and CONTRACTOR agrees to abide by the requirements of the American Disabilities Act of 1990, as amended. CONTRACTOR agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. The CONTRACTOR acknowledges and agrees that any act of unlawful discrimination committed by the CONTRACTOR, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or have been identified by OWNER and CONTRACTOR on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

By: Honorable Mayor Marshall J. Simien, Jr.

By: _____

Title: Mayor of the City of Lake Charles
[CORPORATE SEAL]

Title: _____
[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

P.O. Box 900
Lake Charles, Louisiana 70602-0900

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(Where applicable)

Agent for Service or process:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Honorable Mayor Marshall J. Simien, Jr.

Name: _____

Title: Mayor of the City of Lake Charles

Title: _____

Address: P.O. Box 900
Lake Charles, LA 70602-0900

Address: _____

Phone: (337) 491-1201

Phone: _____

E-mail: _____

END OF SECTION

SECTION 00610

CONTRACTOR'S PERFORMANCE BOND

KNOW ALL PERSONS BY THIS INSTRUMENT, that we _____
as Principal, hereinafter referred to as CONTRACTOR, and the
_____, Surety Company, authorized to do
business in the State of Louisiana, as Surety, are held and firmly bound unto the City of Lake Charles,
Louisiana, hereinafter referred to as the OWNER, organized and existing under the laws of the State of
Louisiana in the penal sum of _____ DOLLARS
(\$ _____), in lawful money of the United States, for the payment of which well and
truly be made, the said principal and the said surety do hereby bind ourselves, our heirs, administrators,
and assigns, jointly and severally, by these present as follows:

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR by an instrument in writing
attached hereto and entered into on the _____ day of _____, 20____ has agreed
with said OWNER to construct: Lake Charles Event Center ADA Railing and Seating

NOW, THEREFORE, if said CONTRACTOR shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the
SURETY and during the one(1) year guaranty period and the CONTRACTOR shall satisfy all claims and
demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all
costs and damages which may suffer by reason of failure to do so, and shall reimburse and repay the
OWNER all outlay and expense which the OWNER may incur in making good any default, then this
obligation shall be void, otherwise to remain in full force and effect,

PROVIDED, FURTHER, That the said SURETY for value received hereby stipulates and agrees that no
change, extension of time, alterations, or addition to the terms of that contract, or the WORK to be
performed thereunder, or the SPECIFICATIONS, accompanying the same, shall in anyway affect its
obligation on this BOND, and it does hereby waive notice of any change, extension of time, alteration or
addition to the terms of the CONTRACTOR, or to the WORK, or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed automatically and
immediately, without formal and separate amendments hereto, upon amendment to the Contract not
increasing the contract price more than twenty (20) percent, so as to bind the CONTRACTOR and the
SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment",
wherever used in this BOND, and whether referring to this BOND, the Contract of the Loan Documents
shall include any alteration, addition, extension, or modification of character whatsoever:

The Date of this Performance Bond Shall be:

The _____ day of _____ 20____. (Not Earlier than Contract Date)

Surety and Contractor, intending to be legally bound hereby, subject to the terms of printed hereon, do each cause this Performance Bond to be duly executed on behalf by its authorized officer, agent, or representative.

ATTESTS: As to Principal

PRINCIPAL (SEAL)

(WITNESS)

(ADDRESS)

(WITNESS)

By _____

ATTESTS: As to Surety

SURETY (SEAL)

(WITNESS)

(ADDRESS)

(WITNESS)

By _____
ATTORNEY-IN-FACT

NOTE: Date of Bond shall not be prior to date of Contract.
If CONTRACTOR is a partnership, all partners should execute BOND.

END OF SECTION

SECTION 00615

CONTRACTOR'S PAYMENT BOND

KNOW ALL PERSONS BY THIS INSTRUMENT, that we _____
as Principal, hereinafter referred to as CONTRACTOR, and the
_____, SURETY Company, authorized to do
business in the State of Louisiana, as SURETY, are held and firmly bound unto the City of Lake Charles,
Louisiana, hereinafter referred to as the OWNER, organized and existing under the laws of the State of
Louisiana and unto all persons, firms, and corporations who or which may furnish labor, or who furnishes
materials to perform as described under the contract to their successors and assigns in the total aggregate
penal sum _____ DOLLARS
(\$ _____), in lawful money of the United States, for the payment of which well and
truly be made, the said principal and the said SURETY do hereby bind ourselves, our heirs, administrators,
and assigns, jointly and severally, by these present as follows:

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR by an instrument in writing
attached hereto and entered into on the _____ day of _____, 20____ has agreed
with said OWNER to construct: Lake Charles Event Center ADA Railing and Seating

NOW, THEREFORE, if said CONTRACTOR shall promptly make payment to all persons, firms, and
corporations furnishing materials for or performing labor in the prosecution of the work provided for in
such contract and any authorized extensions or modification thereof, including all amounts due for
materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used in
connection with the construction of such work, and for all labor cost incurred in such work including that
by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by
operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and
effect,

PROVIDED, FURTHER, That the said SURETY for value received hereby stipulates and agrees that no
change, extension of time, alterations, or addition to the terms of that contract, or the work to be
performed thereunder, or the Specifications, accompanying the same, shall in anyway affect its obligation
on this BOND, and it does hereby;

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the CONTRACTOR, shall
have given written notice to any two of the following: The CONTRACTOR, the OWNER, or
the SURETY above named within ninety (90) days after such claimant did or performed
the last of the work or labor, or furnished the last of the materials for which said claim is

made; starting with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the states in which the aforesaid project is located, save that such service need not be made by a public officer.

- b) After the expiration of one (1) year following the date of which CONTRACTOR ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract price more than twenty (20) percent, so as to bind the CONTRACTOR and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract of the Loan Documents shall include any alteration, addition, extension, or modification of character whatsoever:

In faith whereof, we have subscribed this obligation at _____ .

WITNESS OUR HANDS AND SEALS, this _____ day of _____ 20____.

ATTESTS: As to Principal

PRINCIPAL (SEAL)

(WITNESS)

(ADDRESS)

(WITNESS)

By _____

ATTESTS: As to Surety

SURETY (SEAL)

(WITNESS)

(ADDRESS)

(WITNESS)

By _____

ATTORNEY-IN-FACT

NOTE: Date of Bond shall not be prior to date of Contract.
If CONTRACTOR is a partnership, all partners should execute BOND.

END OF SECTION

SECTION 00640

CITY OF LAKE CHARLES NOTICE TO PROCEED

Project: Lake Charles Event Center ADA Railing and Seating

Owner: City of Lake Charles, LA

Owner's Contract No.: CP 9778

Architect: Brossett Architect, LLC

Architect's Project No.: 25014BA

Contractor:

Contractor's Address:

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. Work on the project shall begin no later than ten (10) calendar days after the date stipulated in this Notice to Proceed. In accordance with Article 3 of the Agreement, the date of substantial completion is _____, _____, and the date of readiness for final payment is _____, _____.

Before you may start any Work at the Site, Paragraph 11.1.2 of the General Conditions provides that you and OWNER must each deliver to the other (with copies to Architect and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

CITY OF LAKE CHARLES, LOUISIANA
OWNER

AUTHORIZED SIGNATURE

TITLE

DATE

SECTION 00650
CHANGE ORDER

Owner:	City of Lake Charles, LA	Change Order No.:	<u>1</u>
Project Name:	Lake Charles Event Center ADA Railing and Seating	City Project No.	CP 9778
Contractor:		Contract Date:	
Architect:	Brossett Architect, LLC	Notice to Proceed Date	

The contract is changed as follows:

Original Contract Value:	\$	1,000.00
Change Order Request :	\$	-
<u>Percent Increase:</u>	<u>0.000%</u>	
Cumulative Cost of Previous Change Orders	\$	-
Cumulative Cost of Change Orders to Date:	\$	-
<u>Percent Increase (Cumulative):</u>	<u>0.000%</u>	
Contract Value including all Changed Orders to date:	\$	1,000.00
 Original Substantial Completion Date		0-Jan-00
days per original contract:		100
previous Change Orders increase contract days by:		0
this Change Order increases contract days by:		0
Substantial Completion Date with all approved Change Orders:		0-Jan-00

RECOMMENDED:

ACCEPTED:

Architect (Firm Name)

Contractor (Firm Name)

Address

Address

City, State & Zip

City, State & Zip

By (Type/Print)

By (Type/Print)

By (Authorized Signature)

By (Authorized Signature)

Date

Date

CITY OF LAKE CHARLES
P.O. BOX 900
LAKE CHARLES, LA 70602

APPROVED BY: City of Lake Charles
OWNER

CITY OF LAKE CHARLES FINANCE DIRECTOR

By (Authorized Signature)

By (Signature)

By (Type/Print)

Emily K. McDaniel

By (Type/Print)

Date

Date

CHANGE ORDER

Owner:	City of Lake Charles, LA	Change Order No.:	<u>1</u>
Project Name:	Lake Charles Event Center ADA Railing and Seating	City Project No.	<u>CP 9778</u>
Contractor:	0	Contract Date:	<u>1/0/00</u>
Architect:	Brossett Architect, LLC	Notice to Proceed Date	<u>1/0/00</u>

This document shall become an amendment to the contract, and all provisions of the contract will apply thereto.

You are hereby directed to make and comply with the following changes in the Contract Documents:

Contract completion time is increased by: 0 CALENDAR DAYS

Item No.	DESCRIPTION and EXPLANATION of Change(s): (Quantities, Units, Unit Prices, Change in Completion Schedule, Etc.)	Change in Project Funds
----------	--	-------------------------

Description

For the lump sum amount of \$100.00
Add 1 @ \$100.00/lump sum \$ -

Explanation

Attachments (list documents supporting change):

TOTAL Amount Added This Change Order \$ -

SECTION 00660

FIELD ORDER

FIELD ORDER NO: _____

Date of Issuance: _____ Effective Date: _____

Project: Lake Charles Event Center ADA Railing and Seating

Owner: City of Lake Charles	Owner's Contract No.: CP 9778
Architect's Firm: Brossett Architect, LLC	Architect's Project No.: 25014BA
Contractor:	Date of Contract:

Attention:

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 4.2.10.11 , for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Architect immediately and before proceeding with this Work.

Reference: _____
(Specification Section(s)) (Drawing(s) / Detail(s))

Description:

Attachments:

	Architect:
--	------------

Receipt Acknowledged by Contractor:	Date:
-------------------------------------	-------

SECTION 00670

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Lake Charles Event Center ADA Railing and Seating	
Owner: City of Lake Charles, Louisiana	Owner's Contract No.: CP 9778
Architect's Firm: Brossett Architect, LLC	Architect's Project No.: 25014BA
Contractor:	Date of Contract:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and Architect, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

Substantial Completion Inspection Punch List

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Recommended by Architect

Date

Accepted by Contractor

Date

Accepted by Owner

Date

END OF SECTION



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

CoLC contract
Lake Charles

THE OWNER:
(Name, legal status and address)

City of Lake Charles 329 Pujo Street
Lake Charles, LA 70601

THE ARCHITECT:
(Name, legal status and address)

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ADDITIONS AND DELETIONS:

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

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

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

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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. The Contract Documents shall include the bidding documents as listed in the instructions to bidders and any modifications made thereto by addenda.

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or

unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The 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.

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

§ 3.4.2 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.

(Paragraph deleted)

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains unmarked burial or archaeological sites, burial artifacts, or wetlands, which are not indicated in the Contract Documents, the Contractor shall follow all procedures mandated by State and Federal law, including but not limited to La.R.S. 8:671 et seq., La.R.S. 49:214.1 et seq., and Sections 401 & 404 of the Federal Clean Water Act.

§ 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. Allowances shall be in accordance with La.R.S. 38:2212K.

§ 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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 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 be unreasonably withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. For Projects with a Contract Sum greater than \$1,000,000, the Contractor shall include with the schedule, for the Owner's and Architect's information, a network analysis to identify those tasks which are on the critical path, i.e. where any delay in the completion of these tasks will lengthen the Project timescale, unless action is taken. A revised schedule shall be submitted with each Application and Certificate for Payment. No payment will be made until this schedule is received.

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

§ 3.10.4 Submittal by the Contractor of a schedule or other documentation showing a completion date for its Work prior to the completion date stated in the contract shall not impose any obligation or responsibility on the Owner or Architect for the earlier completion date.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities

for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings,

Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall release, protect, defend, 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 and court costs, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The term Architect, when used in the Contract Documents, shall mean the prime designer (architect, engineer or landscape architect), or its authorized representative, lawfully licensed to practice architecture, engineering or landscape architecture in the State of Louisiana, identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number.

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

§ 4.2 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 final payment is due, and with the Owner's concurrence, from time to time during the one year period for correction of Work described in Section 12.2. 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 and to keep the Owner informed about the progress and quality of the portion of the Work completed to endeavor to guard the Owner against defects and deficiencies in the Work,, 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. There will be no restriction on the Owner having a representative. The duties and responsibilities of the PR are limited to those of Architect in Architect's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

- .1 Architect shall furnish a Project Representative ("PR"), assistants and other field staff to assist Architect in observing progress and quality of the work of Contractor. Though more extensive on-site observations of the Work in progress and field checks of materials and equipment by the PR and assistants, Architect shall endeavor to provide further protection for Owner against defects and deficiencies in the work of Contractor. However, Architect shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall Architect have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules,

regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- .2 APR is Architect's agent at the Site, will act as directed by and under the supervision of Architect, and will confer with Architect regarding PR's actions. PR's dealings in matters pertaining to the on-site Work shall in general be with Architect and Contractor, keeping Owner advised as necessary. PR's dealing with Subcontractors shall only be through or with the full knowledge and approval of Contractor. PR shall generally communicate with Owner with the knowledge of and under the direction of Architect.
- .3 Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Architect concerning acceptability.
- .4 Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- .5 Liaison:
 1. Serve as Architect's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist Architect in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- .6 Shop Drawings and Samples:
 1. Record date of receipt of Shop Drawings and Samples.
 2. Receive Samples, which are furnished at the site by Contractor, and notify Architect of availability of Samples for examination.
 3. Advise Architect and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Architect.
- .7 Review of Work, Rejection of Defective Work, Inspections and Tests:
 1. Conduct on-site observations of the Work in progress to assist Architect in determining if the Work is in general proceeding in accordance with the Contract Documents.
 2. Report to Architect whenever PR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Architect of Work that PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 3. Verify that tests, equipment, and system start-ups operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Architect appropriate details relative to the test procedures and start-ups.
 4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Architect.
- .8 Interpretation of Contract Documents: Report to Architect when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor Clarifications and interpretations as issued by Architect.
- .9 Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with PR's recommendations to Architect. Transmit to Contractor in writing decisions as issued by Architect.
- .10 Records:

1. Maintain at the job Site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Architect's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
2. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Architect.
3. Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.

.11 Reports:

1. Furnish to Architect periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
2. Consult with Architect in advance of scheduled major tests, inspections or start of important phases of the Work.
3. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to Architect Change Orders, Work Change Directives, and Field Orders.
4. Report immediately to Architect and Owner the occurrence of any accident.

.12 Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Architect, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the Site but not incorporated in the Work.

.13 Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Architect for review and forwarding to Owner prior to final payment for the Work.

.14 Completion:

1. Before Architect issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
2. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
3. Conduct a final inspection in the company of Architect, Owner and Contractor and prepare a final list of items to be completed or corrected.
4. Observe whether all items on final list have been completed or corrected and make recommendations to Architect concerning acceptance and issuance of the Notice of Acceptability of the Work.

.15 Limitations on authority of PR.

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Architect.
2. Shall not exceed limitations of Architect's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or Contractor's superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize Owner to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Architect.

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

§ 4.2.12 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 no agreement is made concerning the time within which response required of the Architect shall be furnished in compliance with this Section 4.2.14, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them. 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, shall furnish at the pre-construction conference, to the Owner and the Architect, in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. No Contractor payments shall be made until this information is received.

§ 5.2.2 The Contractor shall be solely responsible for selection and performance of all Subcontractors. The Contractor shall not be entitled to claims for additional Contract Time and/or an increase in the Contract Sum due to a problem with performance or non-performance of a Subcontractor.

§ 5.2.3 The Contractor shall notify the Owner when a Subcontractor is to be changed and substituted with another Subcontractor.

(Paragraph deleted)

§ 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.

(Paragraphs deleted)

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.

§ 7.1.4 As part of the pre-construction conference submittals, the Contractor is to submit the following prior to the commencement of Work:

- .1 Fixed job site overhead cost itemized with documentation to support daily rates.
- .2 Bond premium rate with supporting information from the Contractor's carrier.
- .3 Labor burden by trade for both Subcontractors and the Contractor.
- .4 Internal rate charges for all significant Contractor-owned equipment.

§ 7.2 Change Orders

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

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

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

§ 7.2.3 "Overhead and Profit"

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

The credit to the Owner resulting from a change in the Work shall be the sum of those items above, except credit will

not be required for overhead and profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit will only be computed on the net extra cost to the Contractor.

§ 7.2.4 The cost to the Owner resulting from a change in the Work shall be the sum of: "Cost of the Work" (as defined at Section 7.2.2) and "Overhead and Profit" (as defined at Section 7.2.3), and shall be computed as follows:

- .1 When all of the Work is general Contract Work; 15% markup on the Cost of the Work.
- .2 When the Work is all Subcontract Work; 15% markup on the Cost of the Work for Subcontractor's Overhead and Profit, plus 10% markup on the Cost of the Work, not including the Subcontractor's Overhead and Profit markup, for the Contractor's Overhead and Profit.
- .3 When the Work is a combination of general Contract Work and Subcontract Work; that portion of the direct cost that is general Contract Work shall be computed per Section 7.2.4.1 and that portion of the direct cost that is Subcontractor work shall be computed per Section 7.2.4.2. Bond premiums may be included, but after markup is added to the Cost of the Work.
- .4 Subcontractor cost shall consist of the items in Section 7.2.2 above plus Overhead and Profit as defined in Section 7.2.3.

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

- .1 A detailed itemized list of labor, material and equipment costs for the Contractor's Work including quantities and unit costs for each item of labor, material and equipment.
- .2 An itemized list of labor, material and equipment costs for each Subcontractor's and/or Sub-Subcontractor's Work including quantities and unit costs for each item of labor, material, and equipment.

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

§ 7.2.7 The Contractor will be due extended fixed job-site overhead for time delays only when complete stoppage of Work occurs causing a Contract completion extension, and the Contractor is unable to mitigate financial damages through replacement Work. Such stoppage must be due to acts or omissions solely attributable to the Owner. In all cases the Contractor is to notify the designer in writing as required by this contract. Reasonable proof may be required by the Architect that alternate Work could not be performed. Reasonable proof may be required by the Architect that the stoppage affected the completion date.

§ 7.2.8 Cost of the Work, whether Contract cost or Subcontract Cost, shall not apply to the following:

- .1 Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.
- .2 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.
- .3 Overhead and general expenses of any kind or the cost of any item not specifically and expressly included above in Cost of the Work.
- .4 Cost of supervision not specifically required by the Change Order.

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

§ 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 but not to exceed a specified amount.

§ 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, 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, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision 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 costs of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the

Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

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

§ 8.2 Progress and Completion

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

§ 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 litigation ; 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 recommend, subject to the Owner's approval of Change Order. If the Claim is not made within the limits of Article 15, all right for future Claims for that month are waived.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

At the pre-construction conference, the Contractor shall submit to the Owner and the Architect a schedule of values prepared as follows:

§ 9.2.1 The attached Schedule of Values Format shall be used. If applicable, the Cost of Work for each section listed under each division, shall be given. The cost for each section shall include labor, materials, Overhead and Profit.

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

§ 9.3 Applications for Payment

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

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

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

§ 9.3.1.3 No payment will be made until the revised schedule required by Section 3.10.1 is received. The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five day lien period and submission to the Architect of a clear lien certificate and invoice for retainage.

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

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

§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect.

However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

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

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

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

§ 9.5.3 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.

(Paragraph deleted)

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment within twenty (20) days except for Projects funded fully or in part by a Federal reimbursement program. For such Projects the Owner will make payment in a timely manner consistent with reimbursement.

§ 9.6.2 The Contractor shall pay each Subcontractor after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. La.R.S. 9:2784 (A) and (C) requires a Contractor or Subcontractor to make payment due to each Subcontractor and supplier within fourteen (14) consecutive days of the receipt of payment from the Owner. If not paid within such 14-day period, a penalty in the amount of 1/2 of 1% of the amount due, per day, shall be paid by the Contractor or Subcontractor to the applicable Subcontractor and/or supplier, up to a maximum of 15% of the outstanding balance due, from the expiration date until paid. The Contractor or Subcontractor, whichever is applicable, is solely responsible for payment of such penalty.

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

§ 9.6.5 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 release, protect, defend, hold harmless 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.

Reserved

(Paragraphs deleted)

§ 9.8 Substantial Completion

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

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

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

§ 9.8.4 When the Architect determines that the Project is substantially complete, he shall prepare a "punch list" of exceptions and the dollar value related thereto. The monetary value assigned to this list will be the sum of the cost estimate for each particular item of Work the Architect develops based on the mobilization, labor, material and equipment costs of correcting the item and shall be retained from the monies owed the Contractor, above and beyond

the standard lien retainage. The cost of these items shall be prepared in the same format as the schedule of values. At the end of the forty-five (45) day lien period, payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the Contractor until all punch list items are completed and are accepted by the Architect. If the dollar value of the punch list exceeds the amount of funds, less the retainage amount, in the remaining balance of the Contract, then the Project shall not be accepted as substantially complete. If funds remaining are less than that required to complete the Work, the Contractor shall pay the difference.

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

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

§ 9.8.7 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Architect or Owner, the Owner may, at its option, contract to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract Sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future contracts. If the Surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the Surety.

§ 9.9 Partial Occupancy or Use

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

§ 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. If the Architect does not find the Work acceptable under the Contract Documents, the Architect shall make one additional inspection. If the Work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid \$150.00/hour for their time at the project site, for each additional inspection, to be withheld from the unpaid funds remaining in the Contract Sum. The payment shall be made by the Owner and deducted from the construction contract funds. 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 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 the health and safety of persons or property or their protection from damage, injury, or loss.

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. The Contract Time shall be extended appropriately.

§ 10.3.3 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.

§ 10.3.4 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.

§ 10.3.5 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.

(Paragraph deleted)

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 All policies and certificates of insurance of the Contractor (and any Subcontractor(s)) shall contain the following clauses:

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

§ 11.1.1.2 The Owner shall be named as an additional insured as regards negligence by the Contractor (or applicable Subcontractor) (ISO Forms CG 1010, current form approved for use in Louisiana).

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

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

§ 11.1.2 INSURANCE:

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

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

Insurance coverage specified in the GENERAL CONDITIONS (AIA Document A 201, 2017 Edition) to be provided by the Contractor, and any other insurance described below shall be furnished with the following minimum limits:

§ 11.1.2.1 Workers' Compensation - Statutory - in compliance with the Workers' Compensation Law of the State where the Work is performed. Employer's liability insurance with a \$1,000,000 per occurrence limit when Work is to be over water and involves maritime exposures.

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

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

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

COMBINED SINGLE LIMIT (CSL) - AMOUNT OF INSURANCE REQUIRED

Type of Construction	Projects Under \$100,000	Projects \$100,001 - \$1,000,000	Projects Over \$1,000,000
New Buildings:			
-Each Occurrence/ Minimum Limit	\$500,000	\$1,000,000	\$3,000,000
-Aggregate (Applicable to this Contract ONLY)	\$500,000	\$1,000,000	\$3,000,000
Renovations:			
-Each Occurrence/ Minimum Limit	\$500,000*** (Depends On Building Value)	\$1,000,000*** (Depends On Building Value)	\$3,000,000*** (Depends On Building Value)
-Aggregate (Applicable to this Contract ONLY)	\$500,000*** (Depends On Building Value)	\$1,000,000*** (Depends On Building Value)	\$3,000,000*** (Depends On Building Value)

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

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

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

§ 11.1.2.4 An Umbrella Policy may be used to meet minimum requirements.

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

§ 11.1.4 All policies of insurance shall be approved by the contracting Owner prior to the inception of any Work.

§ 11.1.5 Other insurance required is as follows:

§ 11.1.5.1 Owner's Protective Liability Insurance shall be furnished by the Contractor and name the Owner as the Insured.

Projects Under	Projects \$100,001-	Projects Over
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User Notes:

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\$100,000	\$1,000,000	\$1,000,000	
CSL - Each Occurrence	\$500,000	\$1,000,000	\$3,000,000

§ 11.1.5.2 Asbestos Abatement Liability
(required when asbestos abatement is included in the Work)

The Contractor or Subcontractor who will be doing the asbestos abatement as outlined in this Contract shall obtain and maintain such liability coverage for the asbestos abatement hazard and exposure with minimum limits of \$1,000,000 per occurrence for the duration of the Project. The policy shall name the Owner as an additional insured for the Project. The policy shall be written on an "occurrence" form without a sunset clause. Claims-made coverage is unacceptable. The insurance company shall have an A.M. Best rating of at least A-:VI or better.

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

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

§ 11.1.7 RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR Neither the acceptance of the completed Work nor payment therefore shall release the Contractor/Subcontractor from its obligations from the insurance requirements or indemnification obligations hereunder.

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

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

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

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

§ 11.1.7.4 All policies and certificates of insurance shall be approved by the contracting agency prior to the inception of any Work.

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

§ 11.1.8 SUBCONTRACTORS

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

§ 11.1.9 CERTIFICATE OF INSURANCE

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

- .1 If the Contractor is a general contractor, then so state.
- .2 If the Contractor is a specialty contractor, then so state and provide the list of specialties for which the Contractor is insured.

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

§ 11.1.10 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. Owner's insurance policies, if any, operate separately and independently from policies required to be provided by the Contractor, and Contractor cannot rely upon Owner's insurance policies for any of Contractor's obligations to the Owner, Architect, or third parties.

(Paragraphs deleted)

§ 11.3 Insurance Requirements for Subcontractors

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

§ 11.3.1 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

§ 11.3.2 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

(Paragraphs deleted)

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

(Paragraph deleted)

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

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

§ 11.3.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

§ 11.3.4 OTHER INSURANCE PROVISIONS

The insurance policies to be carried by the Contractor hereunder are to contain, or be endorsed to contain, the following provisions:

§ 11.3.4.1 General Liability and Automobile Liability Coverages

- .1 The Owner, its officers, officials, employees, and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers.
It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the Owner.
- .2 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, officials, employees, or volunteers.
- .3 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

§ 11.3.4.3 All Coverages

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

§ 11.3.5 ACCEPTABILITY OF INSURERS

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

§ 11.3.6 VERIFICATION OF COVERAGE

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

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

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

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

§ 11.4 Property Insurance

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

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

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

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

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the Owner or any commercial property insurance policy purchased by the Owner, this company agrees to follow the following procedure to establish coverage and/or the amount of loss:

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

§ 11.5 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.

§11.6 Adjustment and Settlement of Insured Loss

§ 11.6.1 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 11.6.2. 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.

§ 11.6.2 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.

§ 11.7 Performance and Payment Bond

§ 11.7.1 RECORDATION OF CONTRACT AND BOND [La.R.S. 38:2241A(2)]

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

§ 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. 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.

(Paragraph deleted)

§ 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 nearest Judicial Court to the Owner's office of governance shall have sole jurisdiction and venue in any action brought under this Contract.

§ 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. The Contractor shall make arrangements for such tests, inspections and approvals with the testing laboratory provided by the Owner, and the Owner shall bear all related costs of tests, inspections and approvals. 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.

§ 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.

(Paragraphs deleted)

§ 13.4.7 The Contractor shall make arrangements for all materials testing, inspections, and approvals with the third party testing laboratory as provided in Section 13.4.1 and the Owner shall bear all related costs of all required cost of tests, inspections, and approvals required by the contract documents.

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

§ 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 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
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents; or
- .5 failure to complete the punch list within the lien period as provided in 9.8.7.

§ 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. Termination by the Owner shall not suspend assessment of liquidated damages against the Surety.

§ 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.

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

§ 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. 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.

A "Reservation of Rights" and similar stipulations shall not be recognized under this Contract as having any effect. A party must make a claim as defined herein within the time limits provided.

§ 15.1.3 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 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, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the Contract Time due to weather shall not be cause for an increase in the Contract Sum.

§ 15.1.7 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.

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

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect shall always serve as the Initial Decision Maker. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to litigation 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. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties.

§ 15.2.6 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.

(Paragraph deleted)

§ 15.2.7 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.

(Paragraphs deleted)

ARTICLE 16 PROJECT REPRESENTATIVE

§ 16.1 If the Owner determines that a Project Representative is to be assigned to the Project, the duties, responsibilities, and limitations of authority of the assigned Representative are as noted in Exhibit A attached hereto.



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CoLC contract
Lake Charles

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City of Lake Charles
329 Pujo Street
Lake Charles, LA 70601

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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.~~ The Contract Documents shall include the bidding documents as listed in the instructions to bidders and any modifications made thereto by addenda.

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~~§ 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.~~ publication.

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§ 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. 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.

§ 3.4.3 ~~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.~~

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§ 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~~ unmarked burial or archaeological sites, burial artifacts, or wetlands, which are 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: follow all procedures mandated by State and Federal law, including but not limited to La.R.S. 8:671 et seq., La.R.S. 49:214.1 et seq., and Sections 401 & 404 of the Federal Clean Water Act.~~

...

§ 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. Allowances shall be in accordance with La.R.S. 38:2212K.

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§ 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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

...

§ 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 ~~be~~ unreasonably be withheld or delayed.

...

§ 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. For Projects with a Contract Sum greater than \$1,000,000, the Contractor shall include with the schedule, for the Owner's and Architect's information, a

network analysis to identify those tasks which are on the critical path, i.e. where any delay in the completion of these tasks will lengthen the Project timescale, unless action is taken. A revised schedule shall be submitted with each Application and Certificate for Payment. No payment will be made until this schedule is received.

...

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. If the Work is not on schedule, as determined by the Architect, and the Contractor fails to take action to bring the Work on schedule, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. Such default may be considered grounds for termination by the Owner for cause in accordance with Section 14.2.

§ 3.10.4 Submittal by the Contractor of a schedule or other documentation showing a completion date for its Work prior to the completion date stated in the contract shall not impose any obligation or responsibility on the Owner or Architect for the earlier completion date.

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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall release, protect, defend, 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, fees and court costs, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

...

§ 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. term Architect, when used in the Contract Documents, shall mean the prime designer (architect, engineer or landscape architect), or its authorized representative, lawfully licensed to practice architecture, engineering or landscape architecture in the State of Louisiana, identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number.

...

§ 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 final payment is due, and with the Owner's concurrence, from time to time during the one year period for correction of Work described in Section 12.2.~~ 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 and to keep the Owner informed about the progress and quality of the portion of the Work ~~completed, completed to endeavor to guard the Owner against defects and deficiencies in the Work,~~ 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.

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§ 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. There will be no restriction on the Owner having a representative. The duties and responsibilities of the PR are limited to those of Architect in Architect's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

- .1 Architect shall furnish a Project Representative ("PR"), assistants and other field staff to assist Architect in observing progress and quality of the work of Contractor. Though more extensive on-site observations of the Work in progress and field checks of materials and equipment by the PR and assistants, Architect shall endeavor to provide further protection for Owner against defects and deficiencies in the work of Contractor. However, Architect shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall Architect have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- .2 APR is Architect's agent at the Site, will act as directed by and under the supervision of Architect, and will confer with Architect regarding PR's actions. PR's dealings in matters pertaining to the on-site Work shall in general be with Architect and Contractor, keeping Owner advised as necessary. PR's dealing with Subcontractors shall only be through or with the full knowledge and approval of Contractor. PR shall generally communicate with Owner with the knowledge of and under the direction of Architect.
- .3 Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Architect concerning acceptability.
- .4 Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- .5 Liaison:
 1. Serve as Architect's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist Architect in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- .6 Shop Drawings and Samples:
 1. Record date of receipt of Shop Drawings and Samples.
 2. Receive Samples, which are furnished at the site by Contractor, and notify Architect of availability of Samples for examination.
 3. Advise Architect and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Architect.
- .7 Review of Work, Rejection of Defective Work, Inspections and Tests:
 1. Conduct on-site observations of the Work in progress to assist Architect in determining if the Work is in general proceeding in accordance with the Contract Documents.
 2. Report to Architect whenever PR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Architect of Work that PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 3. Verify that tests, equipment, and system start-ups operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Architect appropriate details relative to the test procedures

and start-ups.

4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Architect.

.8 Interpretation of Contract Documents: Report to Architect when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor Clarifications and interpretations as issued by Architect.

.9 Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with PR's recommendations to Architect. Transmit to Contractor in writing decisions as issued by Architect.

.10 Records:

1. Maintain at the job Site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Architect's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.

2. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Architect.

3. Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.

.11 Reports:

1. Furnish to Architect periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

2. Consult with Architect in advance of scheduled major tests, inspections or start of important phases of the Work.

3. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to Architect Change Orders, Work Change Directives, and Field Orders.

4. Report immediately to Architect and Owner the occurrence of any accident.

.12 Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Architect, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the Site but not incorporated in the Work.

.13 Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Architect for review and forwarding to Owner prior to final payment for the Work.

.14 Completion:

1. Before Architect issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

2. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

3. Conduct a final inspection in the company of Architect, Owner and Contractor and prepare a final list of items to be completed or corrected.

4. Observe whether all items on final list have been completed or corrected and make recommendations to Architect concerning acceptance and issuance of the Notice of Acceptability of the Work.

.15 Limitations on authority of PR.

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Architect.
2. Shall not exceed limitations of Architect's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize Owner to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Architect.

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

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§ 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 no agreement is made concerning the time within which response required of the Architect shall be furnished in compliance with this Section 4.2.14, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 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 shall furnish at the pre-construction conference, to the Owner and the Architect, in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design. 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.~~ design) proposed for each of the principal portions of the Work. No Contractor payments shall be made until this information is received.

§ 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.~~ be solely responsible for selection and performance of all Subcontractors. The Contractor shall not be entitled to claims for additional Contract Time and/or an increase in the Contract Sum due to a problem with performance or non-performance of a Subcontractor.

§ 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. The Contractor shall notify the Owner when a Subcontractor is to be changed and substituted with another Subcontractor.

§ 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.

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§ 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.

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§ 7.1.4 As part of the pre-construction conference submittals, the Contractor is to submit the following prior to the commencement of Work:

- .1 Fixed job site overhead cost itemized with documentation to support daily rates.
- .2 Bond premium rate with supporting information from the Contractor's carrier.
- .3 Labor burden by trade for both Subcontractors and the Contractor.
- .4 Internal rate charges for all significant Contractor-owned equipment.

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

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

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

§ 7.2.3 "Overhead and Profit"

.1 The change in the Work; The Contractor and Subcontractor shall be due job-site and home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 25% of the direct cost of any portion of Work;

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

§ 7.2.4 The cost to the Owner resulting from a change in the Work shall be the sum of: "Cost of the Work" (as defined at Section 7.2.2) and "Overhead and Profit" (as defined at Section 7.2.3), and shall be computed as follows:

- .1 When all of the Work is general Contract Work; 15% markup on the Cost of the Work.
- .2 The amount of the adjustment, if any, in the Contract Sum; and When the Work is all Subcontract Work; 15% markup on the Cost of the Work for Subcontractor's Overhead and Profit, plus 10% markup on the Cost of the Work, not including the Subcontractor's Overhead and Profit markup, for the Contractor's Overhead and Profit.
- .3 When the Work is a combination of general Contract Work and Subcontract Work; that portion of the direct cost that is general Contract Work shall be computed per Section 7.2.4.1 and that portion of the direct cost that is Subcontractor work shall be computed per Section 7.2.4.2. Bond premiums may be included, but after markup is added to the Cost of the Work.
- .4 Subcontractor cost shall consist of the items in Section 7.2.2 above plus Overhead and Profit as defined in Section 7.2.3.

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

- .1 A detailed itemized list of labor, material and equipment costs for the Contractor's Work including quantities and unit costs for each item of labor, material and equipment.
- .2 An itemized list of labor, material and equipment costs for each Subcontractor's and/or Sub-Subcontractor's Work including quantities and unit costs for each item of labor, material, and equipment.

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

§ 7.2.7 The Contractor will be due extended fixed job-site overhead for time delays only when complete stoppage of Work occurs causing a Contract completion extension, and the Contractor is unable to mitigate financial damages through replacement Work. Such stoppage must be due to acts or omissions solely attributable to the Owner. In all cases the Contractor is to notify the designer in writing as required by this contract. Reasonable proof may be required by the Architect that alternate Work could not be performed. Reasonable proof may be required by the Architect that the stoppage affected the completion date.

§ 7.2.8 Cost of the Work, whether Contract cost or Subcontract Cost, shall not apply to the following:

- .1 Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.
- .2 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.
- .3 The extent of the adjustment, if any, in the Contract Time. Overhead and general expenses of any kind or the cost of any item not specifically and expressly included above in Cost of the Work.
- .4 Cost of supervision not specifically required by the Change Order.

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

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§ 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, accordingly but not to exceed a specified amount.

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- .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;
- ...
- .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.
- ...

§ 7.3.9 Pending final determination of the total ~~cost~~ costs 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.~~ amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

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

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

...

§ 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; litigation ; 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-recommend,~~ subject to the Owner's approval of Change Order. If the Claim is not made within the limits of Article 15, all right for future Claims for that month are waived.

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~~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. At the pre-construction conference, the Contractor shall submit to the Owner and the Architect a schedule of values prepared as follows:

§ 9.2.1 The attached Schedule of Values Format shall be used. If applicable, the Cost of Work for each section listed under each division, shall be given. The cost for each section shall include labor, materials, Overhead and Profit.

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

...

§ 9.3.1 At least ten days before the date established for each progress payment, ~~Monthly~~, 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 Application & Certificate for Payment on the AIA Document G702-1992, accompanied by AIA Document G703-1992, and supported by any additional data substantiating the Contractor's right to payment 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. as the Owner or the Architect may require. Application for Payment shall be submitted on or about the first of each month for the value of labor and materials incorporated into the Work and of materials, suitably stored, at the site as of the twenty-fifth day of the preceding month, less normal retainage as follows, per LaR.S.38:2248:

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

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

§ 9.3.1.3 No payment will be made until the revised schedule required by Section 3.10.1 is received. The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five day lien period and submission to the Architect of a clear lien certificate and invoice for retainage.

§ 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 ~~Payments for materials or equipment stored on the site shall be conditioned upon compliance by the Contractor with submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site including applicable insurance.~~

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

~~§ 9.5.4 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.~~

~~§ 9.6.1 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 within twenty (20) days except for Projects funded fully or in part by a Federal reimbursement program. For such Projects the Owner will make payment in a timely manner consistent with reimbursement.~~

~~§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days Subcontractor after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. La.R.S. 9:2784 (A) and (C) requires a Contractor or Subcontractor to make payment due to each Subcontractor and supplier within fourteen (14) consecutive days of the receipt of payment from the Owner. If not paid within such 14-day period, a penalty in the amount of 1/2 of 1% of the amount due, per day, shall be paid by the Contractor or Subcontractor to the applicable Subcontractor and/or supplier, up to a maximum of 15% of the outstanding balance due, from the expiration date until paid. The Contractor or Subcontractor, whichever is applicable, is solely responsible for payment of such penalty.~~

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

...

~~§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend, release, protect, defend, hold harmless 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.~~

Reserved

~~§ 9.7 Failure of Payment~~

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

~~§ 9.8.1 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. The Architect shall determine if the Project has reached the stage of Substantial Completion in accordance with this Subparagraph.

§ 9.8.2 When the Contractor considers that the ~~Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete,~~ Work is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.~~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,~~ is substantially complete. A prerequisite to the work being accepted as substantially complete is the Owner's receipt of the executed roofing Contractor's and roofing manufacturer's guarantees, where roofing Work is part of the Contract. Prior to inspection by the Architect, the Contractor shall notify the Architect that the Project is ready for inspection by the State Fire Marshal's office. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work ~~or designated portion thereof~~ for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, acceptance of the Work as substantially complete, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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

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

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

§ 9.8.7 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the

punch list, through no fault of the Architect or Owner, the Owner may, at its option, contract to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract Sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future contracts. If the Surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the Surety.

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§ 9.9.1 Partial Occupancy is the stage in the progress of the Work when a designated portion of the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the designated portion of the Work for its intended use. The Owner may occupy or use any ~~completed or partially completed portion of the Work at any stage when such portion is substantially completed~~ portion of the Work so designated by separate agreement with the Contractor, ~~provided such occupancy or use is consented to by the insurer~~ Contractor 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.~~ Work. Such occupancy or use may commence provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, 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 the designated~~ portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under ~~Section 9.8.2- Subparagraph 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.~~

...

§ 9.10.1 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. If the Architect does not find the Work acceptable under the Contract Documents, the Architect shall make one additional inspection. If the Work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid \$150.00/hour for their time at the project site, for each additional inspection, to be withheld from the unpaid funds remaining in the Contract Sum. The payment shall be made by the Owner and deducted from the construction contract funds. 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, effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no 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.

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

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§ 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 the health and safety of persons or property or their protection from damage, injury, or loss.

...

§ 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), (PCB) or lead, encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

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

§ 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. 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.~~

§ 10.3.4 ~~The Owner shall not be responsible under this Section 10.3 for 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 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 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.~~

§ 10.3.5 ~~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.~~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.

§ 10.3.6 ~~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.~~

~~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 notify the Owner and Architect immediately of the emergency, simultaneously acting at its discretion to prevent damage, injury, or loss. Any additional compensation or extension of time claimed by the Contractor on account of an emergency Work shall be determined as provided in Article 15 and Article 7.7.~~

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§ 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.~~All policies and certificates of insurance of the Contractor (and any Subcontractor(s)) shall contain the following clauses:

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

§ 11.1.1.2 The Owner shall be named as an additional insured as regards negligence by the Contractor (or applicable Subcontractor) (ISO Forms CG 1010, current form approved for use in Louisiana).

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

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

§ 11.1.2 ~~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.~~INSURANCE:

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

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

Insurance coverage specified in the GENERAL CONDITIONS (AIA Document A 201, 2017 Edition) to be provided by the Contractor, and any other insurance described below shall be furnished with the following minimum limits:

§ 11.1.2.1 Workers' Compensation - Statutory - in compliance with the Workers' Compensation Law of the State where the Work is performed. Employer's liability insurance with a \$1,000,000 per occurrence limit when Work is to be over water and involves maritime exposures.

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

1 Premises - Operations; 5 Personal Injury;

2 Broad Form Contractual Liability; 6 Broad Form Property Damage;

3 Products and Completed Operations; 7 Explosion, Collapse, and Underground (XCU) Coverage

4 Use of Contractors & Subcontractors;

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

COMBINED SINGLE LIMIT (CSL) - AMOUNT OF INSURANCE REQUIRED

Type of	Projects Under	Projects \$100,001 -	Projects Over
Construction	\$100,000	\$1,000,000	\$1,000,000
<u>New Buildings:</u>			
-Each Occurrence/ Minimum Limit	\$500,000	\$1,000,000	\$3,000,000
-Aggregate (Applicable to this Contract ONLY)	\$500,000	\$1,000,000	\$3,000,000
<u>Renovations:</u>			
-Each Occurrence/ Minimum Limit	\$500,000*** (Depends On Building Value)	\$1,000,000*** (Depends On Building Value)	\$3,000,000*** (Depends On Building Value)
-Aggregate (Applicable to this Contract ONLY)	\$500,000*** (Depends On Building Value)	\$1,000,000*** (Depends On Building Value)	\$3,000,000*** (Depends On Building Value)

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

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

.1 Owned automobiles;

.2 Hired automobiles;

.3 Non-owned automobiles.

§ 11.1.2.4 An Umbrella Policy may be used to meet minimum requirements.

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

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

§ 11.1.5 Other insurance required is as follows:

§ 11.1.5.1 Owner's Protective Liability Insurance shall be furnished by the Contractor and name the Owner as the Insured.

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

§ 11.1.5.2 Asbestos Abatement Liability
(required when asbestos abatement is included in the Work)

The Contractor or Subcontractor who will be doing the asbestos abatement as outlined in this Contract shall obtain and maintain such liability coverage for the asbestos abatement hazard and exposure with minimum limits of \$1,000,000 per occurrence for the duration of the Project. The policy shall name the Owner as an additional insured for the Project. The policy shall be written on an "occurrence" form without a sunset clause. Claims-made coverage is unacceptable. The insurance company shall have an A.M. Best rating of at least A-:VI or better.

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

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

§ 11.1.7 RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR Neither the acceptance of the completed Work nor payment therefore shall release the Contractor/Subcontractor from its obligations from the insurance requirements or indemnification obligations hereunder.

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

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

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

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

§ 11.1.7.4 All policies and certificates of insurance shall be approved by the contracting agency prior to the inception of any Work.

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

§ 11.1.8 SUBCONTRACTORS

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

§ 11.1.9 CERTIFICATE OF INSURANCE

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

- .1 If the Contractor is a general contractor, then so state.
- .2 If the Contractor is a specialty contractor, then so state and provide the list of specialties for which the Contractor is insured.

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

§ 11.1.10 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.

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§ 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. Owner's insurance policies, if any, operate separately and independently from policies required to be provided by the Contractor, and Contractor cannot rely upon Owner's insurance policies for any of Contractor's obligations to the Owner, Architect, or third parties.

§ 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 Insurance Requirements for Subcontractors

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

§ 11.3.1 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.MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

§ 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.MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

§ 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.

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

§ 11.5.2 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.

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

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

§ 11.3.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

§ 11.3.4 OTHER INSURANCE PROVISIONS

The insurance policies to be carried by the Contractor hereunder are to contain, or be endorsed to contain, the following provisions:

§ 11.3.4.1 General Liability and Automobile Liability Coverages

- .1 The Owner, its officers, officials, employees, and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the Owner.
- .2 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, officials, employees, or volunteers.
- .3 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

§ 11.3.4.3 All Coverages

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

§ 11.3.5 ACCEPTABILITY OF INSURERS

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

§ 11.3.6 VERIFICATION OF COVERAGE

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

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

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

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

§ 11.4 Property Insurance

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

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

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

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

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the Owner or any commercial property insurance policy purchased by the Owner, this company agrees to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If

the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company (or ORM) agree that the decision of the appraisers and the umpire if involved, will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

§ 11.5 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.

§11.6 Adjustment and Settlement of Insured Loss

§ 11.6.1 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 11.6.2. 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.

§ 11.6.2 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.

§ 11.7 Performance and Payment Bond

§ 11.7.1 RECORDATION OF CONTRACT AND BOND [La.R.S. 38:2241A(2)]

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

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

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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.

...

§ 13.2.1 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 Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

...

§ 13.3.3 The nearest Judicial Court to the Owner's office of governance shall have sole jurisdiction and venue in any action brought under this Contract.

~~§ 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 inspections and approvals with the testing laboratory provided by the Owner, and the Owner 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.~~

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~~§ 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.~~

§ 13.4.7 The Contractor shall make arrangements for all materials testing, inspections, and approvals with the third party testing laboratory as provided in Section 13.4.1 and the Owner shall bear all related costs of all required cost of tests, inspections, and approvals required by the contract documents.

...

- ~~.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. Documents~~

...

~~§ 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, executed and costs incurred by reason of such termination.~~

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- ~~.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or authority~~
- ~~.4 otherwise is guilty of substantial breach of a provision of the Contract Documents. Documents; or~~
- ~~.5 failure to complete the punch list within the lien period as provided in 9.8.7.~~

...

§ 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. Termination by the Owner shall not suspend assessment of liquidated damages against the Surety.

...

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

...

§ 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

...

§ 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;~~ subcontracts; and the termination fee, if any, set forth in the Agreement.

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A "Reservation of Rights" and similar stipulations shall not be recognized under this Contract as having any effect. A party must make a claim as defined herein within the time limits provided.

...

§ 15.1.4.1 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.

...

§ 15.1.6.2 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 the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the Contract Time due to weather shall not be cause for an increase in the Contract Sum.~~

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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.~~ profit.

...

§ 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~~ shall always serve as the Initial Decision Maker, ~~unless otherwise indicated in the Agreement.~~ Maker. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to ~~mediation-litigation~~ 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.

...

§ 15.2.5 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 parties.

§ 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. 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.

§ 15.2.6.1 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. 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.

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry

Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

ARTICLE 16 PROJECT REPRESENTATIVE

§ 16.1 If the Owner determines that a Project Representative is to be assigned to the Project, the duties, responsibilities, and limitations of authority of the assigned Representative are as noted in Exhibit A attached hereto.

§ 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 14:34:48 ET on 04/23/2024 under Order No. 2114517836 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SECTION 011000 SUMMARY

PART 1 - GENERAL

1.1 PROJECT INFORMATION

- A. Project: Lake Charles Event Center ADA Railing and Seating, #CP 9778.
 - 1. Project Location: 900 Lakeshore Drive, Lake Charles, LA 70601.
- B. Owner: City of Lake Charles, 326 Pujo Street, Lake Charles, LA.
- C. Architect: Brossett Architect, LLC, 414 Pujo Street, Lake Charles, LA 70601.
- D. The Work consists of site work, new construction and improvements.
 - 1. The work includes general construction and finishes.
- E. Extra payment will not be authorized for relocation, removal, and/or temporary removal and reinstallation of any existing or newly installed construction (ducts, conduit, piping, wiring, fixtures, equipment, finishes, etc.) necessary to properly complete the Work, which could have been anticipated by careful examination of the project site, areas of work and the Contract Documents, including visual examination inside access panels, above suspended ceilings, inside millwork cabinets, etc. Such work shall be performed, without additional cost to the Owner.
- F. The Contract Documents are intended to produce a piece of work complete in every respect and the Contractor shall furnish all things necessary to complete the Work within the meaning and intent of said documents. It shall be the responsibility of the Contractor and his respective Subcontractors to provide and coordinate everything necessary to complete the Work as enumerated in these bid documents and provide all necessary plumbing, data and electrical connections, etc. required for complete and proper operation of all work provided whether noted or not.

1.2 TRANSMITTAL OF ELECTRONIC DRAWING FILES

- A. Electronic copies of drawing files may be transmitted to the contractor for convenience and use in the preparation of shop drawings.
- B. Contractor will be required to sign a contract for transmittal of the electronic files. A service fee of \$100 (One-Hundred Dollars) per sheet shall be remitted to Architect prior to delivery of the electronic files.

1.3 WORK RESTRICTIONS

- A. Contractor's Use of Premises: During construction, Contractor will have limited use of building area space indicated. Contractor's use of premises is also limited by Owner's right to perform work or employ other contractors on portions of Project and as follows:
1. Owner will occupy premises during construction. Perform construction only during normal working hours 8 AM to 4 PM Monday thru Friday, (other than holidays), unless otherwise agreed to in advance by Owner. Clean up work areas and return to usable condition at the end of each work period.
 2. Partial Owner Occupancy: In accordance with the General Conditions, the Owner has the right to occupy completed portions of the Work prior to substantial completion of the total Work.
 3. Owner Occupancy: The Owner will continue to occupy the site and portions of the existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage.
 4. Limits: Limit site disturbance, including earthwork and clearing of vegetation, to 5 feet beyond building perimeter; 5 feet beyond surface walkways, patios, surface parking, and utilities less than 12 inches in diameter; 5 feet beyond primary roadway curbs and main utility branch trenches; and 5 feet beyond constructed areas with permeable surfaces (such as pervious paving areas, stormwater detention facilities, and playing fields) that require additional staging areas to limit compaction in the constructed area.
 5. Driveways, Walkways, and Entrances: Keep driveways, parking, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 6. Contractor shall maintain all areas of the Project Construction Site in a clean state throughout the Construction Project. No trash shall be allowed to accumulate on site outside of container for trash, including all discarded building materials. Project site shall be cleared as needed and once a week at a minimum.
- B. Facility to remain open for public use during construction. Maintain care as required for safety of Owner and public.
- C. **<Insert any special provisions or restrictions, such as environmental regulations, rules governing work in or adjacent to occupied spaces, etc.>.**

1.4 EXAMINATION OF SITE

- A. By executing the Contract, the Contractor represents that he has
1. Visited the site and performed due diligence and examination of all areas of the work.
 2. Made due allowances for any and all difficulties and contingencies that may be encountered.
 3. Thoroughly compared Bid Documents with work in place;
 4. Visited the area of work and informed himself of existing conditions, and;

5. Notified the Architect of ambiguities, inconsistencies and errors discovered within the Bid Documents, the existing conditions and any other project conditions. The Architect shall be the sole decision maker regarding inconsistencies and interpretations within the Bid Documents.

B. In accordance with the General Conditions, each Subcontractor shall similarly represent that he has fulfilled the same responsibilities to the Contractor.

C. Failure to visit the site and perform attendant responsibilities listed above shall not relieve the Contractor or any Subcontractor from their obligations, and no extra payment will be authorized for work related to conditions which can be determined by examination of the site and the Contract Documents.

1.5 SPECIAL PROVISIONS

A. Retainage per RS 38:2248 shall be 10% for projects < \$500,000 actual construction cost & 5% projects ≥ \$500,000 actual construction cost.

B. No interest charges shall be added to cost from the Contractor for any payments due.

C. Insurance Requirements to be per Insurance requirements included in the Project Manual.

D. This project to be tax exempt and shall comply with all requirements of the Designation of Agency

E. Tests & Inspections- The Contractor shall make arrangements for any such tests, inspections and approvals required using third-party Testing Laboratory. Contractor shall bear all related costs of tests, inspections and approvals, whether indicated as his responsibility or not.

F. Attach a corporate resolution or other written evidence of the authority of the person signing the Bid to the actual bid submitted as. Per La R.S. 38:2212.

G. Where AIA-A201 3.18 language conflicts with the contractual language, the contractual language shall govern.

H. Completed, signed and executed contracts shall be returned with bonds and COI attached to the Architect within 2 weeks after submission to the Contractor. Contracts will be summarily executed and filed by the Owner.

I. Notice to Proceed shall be issued by the Architect within 2 weeks of filing of the Contract unless otherwise agreed to by all parties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART 1- GENERAL

1.1 ALTERNATES

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the alternate into the Work. No other adjustments will be made to the Contract Sum.
- B. Notification: Immediately following award of contract, prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- C. Schedule: A "Schedule of Alternates" is included at the end of this section. Specification sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the work described under each alternate.
- D. As part of each alternate include miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
- E. Coordination: Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each accepted alternate is complete and fully integrated into the project.

1.2 SUBSTITUTION PROCEDURES

- A. Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor after award of the Contract will not be approved.
 - 1. Do not submit unapproved substitutions on Shop Drawings or other submittals.

1.3 CONTRACT MODIFICATION PROCEDURES

- A. Architect will issue supplemental instructions in writing authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.6 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work.
 - 1. Proposal Requests are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Unless otherwise indicated in the proposal request, within seven (7) calendar days of receipt of the proposal request, submit to the Architect for the Owner's review an estimate of cost necessary to execute the proposed change. Include an itemized list of Work to be performed and labor and material unit costs. Where requested, furnish data to substantiate costs and quantities. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts.
 - 3. Include a statement indicating the effect the proposed change in the Work will have on the Contract time and schedule.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
 - 1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract time.
 - 2. Include an itemized list of work to be performed and labor and material unit costs. Where requested, furnish data to substantiate costs and quantities. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts.
 - 3. All requests for additional days due to inclement weather shall be submitted monthly. Requests shall include backup documentation and hard copies shall be submitted within 5 calendar days of end of month to be considered as a request for a change.
- C. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor for all changes to the Contract Sum or the Contract Time.
- D. Architect may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- E. Submit change order proposals in the form and detail as requested by the Architect and these Contract Documents.

- F. Upon Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner and Contractor on the change order form, as provided in the Conditions of the Contract.
- G. The Contractor should initiate no work included on a Change Order without written approval from the Owner.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Architect may issue a Construction Change Directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The Construction Change Directive will contain a complete description of the change in the work and designate the method to be followed to determine change in the Contract Sum and/or Contract time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract and permit preparation of a Change Order.

1.8 SCHEDULE OF VALUES

- A. Prepare the schedule of values, as required by the General Conditions, in conjunction with the preparation of the progress schedule. Deliver in duplicate to the Architect. Coordinate preparation of schedule of values and progress schedule. Correlate line items with other administrative schedules and the forms required for the work, including the progress schedule, payment request form, listing of subcontractors, schedule of allowances, schedule of alternates, listing of products and principal suppliers and fabricators, and the schedule of submittals. Provide breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Break down principal subcontract amounts into several line items. Round off to the nearest whole dollar, but with the total equal to the Contract Sum. Submit on AIA Form G703.
 - 1. Material/Fabrication Values: For each unit of work where payment requests will be made on account of materials or equipment purchased, fabricated, or delivered, but not yet installed, show the "initial value" for payment request and "value added" for subsequent stage or stages of completion on that unit of work.
 - 2. Time Coordination: In coordination of initial submittals and other administrative "start-up" activities, submit the schedule of values to the Architect at the earliest feasible date, but in no case later than 14 days after the Notice to Proceed.
 - 3. Listing: Arrange schedule with columns to indicate the generic name of item, related specification sections, the subcontractor, the supplier, manufacturer, or fabricator, change orders (numbers) which have affected the value, the dollar

- value of the item, and the percentage of the Contract Sum to nearest one-hundredth percent and adjusted to total 100 percent.
4. Margins of Cost: Show line items of indirect costs, and margins on actual costs, only to the extent such items will be individually listed in payment requests. In general, each item in the schedule of values and in payment requests shall be established to be complete with its total expenses and proportionate share of the general overhead and profit margin. Except as otherwise indicated, those major cost items that are not directly the cost of actual work-in-place, such as distinct temporary facilities, may be either shown as line items in the schedule of values or may be distributed as general overhead expense, at Contractor's option.
 5. Schedule Updating: Update and resubmit schedule of values when change orders affect the listing and when the actual performance of the work involves necessary changes of substance to the values previously listed.

1.9 PAYMENT REQUESTS

- A. Except as otherwise indicated, the progress payment cycle is to be regular. Each application must be consistent with previous applications and payments. Certain applications for payment, such as the initial application, application at substantial completion, and final payment application involve additional requirements.
- B. Payment Application Forms: AIA Document G702 and Continuation Sheets; available from "Publications, a Division of The AIA Service Corporation", 1735 New York Ave. NW., Washington, DC, 20006.
- C. Application Preparation: Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by authorized persons. Incomplete applications will be returned by Architect without action. Entries must match current data of schedule of values and progress schedule and report. Listing must include amounts of change orders issued prior to last day of the "period of construction" covered by application. Attach updated Construction Schedule to each Application for Payment. Attach Contractor and Subcontractor/Supplier Partial Lien Waiver to each Application for Payment.
- D. Initial Payment Application: The principal administrative actions and submittals which must precede or coincide with submittal of Contractor's first payment application can be summarized as follows, but not necessarily by way of limitation:
 1. Listing of subcontractors and principal suppliers and fabricators.
 2. Schedule of values.
 3. Listing of Contractor's staff assignments and principal consultants.
 4. Copies of acquired building permits and similar authorizations and licenses from governing authorities for current performance of the work.
 5. Data needed to acquire Owner's insurance coverages.
- E. Application at Time of Substantial Completion: Following issuance of Architect's final "certificate of substantial completion," and also in part as applicable to prior certificates on portions of completed work as designated, a "special" payment application may be prepared and submitted by Contractor. The principal administrative actions and

submittals which must proceed or coincide with such special applications can be summarized as follows, but not necessarily by way of limitation:

1. Occupancy permits and similar approvals or certifications by governing authorities and franchised services, assuring Owner's full access and use of completed work.
2. Warranties, (guarantees), maintenance agreements and similar provisions of contract documents.
3. Advice to Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.
4. Application for reduction (if any) of retainage and consent of surety.
5. Listing of Contractor's incomplete work, recognized as exceptions to Architect's certificate of substantial completion.

F. Final Payment Application: The administrative actions and submittals which must precede or coincide with submittal of Contractor's final payment application can be summarized as follows, but not necessarily by way of limitation:

1. Completion of project closeout requirements.
2. Completion of items specified for completion beyond time of substantial completion (regardless of whether special payment application was previously made).
3. Assurance, satisfactory to Owner, that unsettled claims will be settled and that work not actually completed and accepted will be completed without undue delay.
4. Transmittal of required project construction records to Owner.
5. Proof, satisfactory to Owner, that taxes, fees and similar obligations of Contractor have been paid.
6. Removal of temporary facilities, services, surplus materials, rubbish and similar elements.
7. Consent of surety for final payment.
8. Cancellation of contract and furnish a no lien certificate.

G. Application Transmittal: Submit two executed copies of each payment application. Transmit each with a transmittal form listing those attachments, and recording appropriate information related to application in a manner acceptable to Architect. Transmit to Architect by means ensuring receipt within 24 hours.

PART 2- PRODUCTS (Not Used)

PART 3- EXECUTION

3.1 SCHEDULE OF ALLOWANCES

A. SCHEDULE OF ALTERNATES

A. No alternates this project as of first day of advertisement for bids.

END OF SECTION 012000

Lake Charles Event Center ADA Railing and Seating, #CP9778
Lake Charles, LA

CONTRACTOR'S AFFIDAVIT AND PARTIAL WAIVER OF LIEN

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be a credible person and officer of _____ (hereunder called Contractor) and who, being duly sworn, upon his oath declares and acknowledges as follows:

1. I am the duly authorized agent for the said Contractor, which has authorized me to make this affidavit, to enter into the agreements and to grant the lien waivers herein set forth, on its behalf and as its acts and deeds, and all of the facts and recitations herein are true and correct.

2. Pursuant to an Agreement dated _____, between _____ (the CONTRACTOR) and **City of Lake Charles** (the Owner), which contract is recorded with the Clerk of Court for the Parish of Calcasieu as _____, the Contractor has supplied materials and performed labor in connection with the Agreement for construction of Project _____.

3. The Contractor is now requesting payment in the amount of \$_____, Payment Application Number _____ for all materials supplied and labor performed to the date of the period identified in the payment application in connection with the construction of the Project, and pledges to release these funds to settle individual accounts which have been billed to Contractor for the applicable payment period minus any applicable retainage.

4. The Contractor has actual knowledge that all bills owed by the Contractor to others for materials supplied or labor performed in connection with the improvements associated with all previous payments issued by Owner to Contractor have been fully paid and satisfied by Contractor. The Contractor does further warrant that should any claim or lien be filed for material supplied or labor performed by virtue of the Contractor's participation in the construction of said Project and Agreement, the Contractor will immediately furnish a bond for release of each such lien and obtain settlement of any such liens. Should the Contractor be unable to obtain such release, the Contractor agrees to fully indemnify and hold harmless the Owner for any and all costs they may incur by reason of such liens.

On this ____ DAY OF _____, 20____, before me, a Notary Public in and for the (Parish,State), personally appeared _____, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same for the purposes therein contained.

BY: _____
Subcontractor/Supplier

NOTARY PUBLIC

Notary printed/stamped name and identification number

Lake Charles Event Center ADA Railing and Seating, #CP9778
Lake Charles, LA

SUBCONTRACTOR/SUPPLIER AFFIDAVIT AND PARTIAL WAIVER OF LIEN

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be a credible person and officer of _____(hereunder called Subcontractor/ Supplier) and who, being duly sworn, upon his oath declares and acknowledges as follows:

1. I am the duly authorized agent for the said Subcontractor/Supplier, which has authorized me to make this affidavit, to grant the lien waivers herein set forth, on its behalf and as its acts and deeds, and all of the facts and recitations herein are true and correct.
2. Pursuant to an agreement dated _____, between _____(the Contractor) and **City of Lake Charles** (the Owner) for the Project _____, the Subcontractor/Supplier has supplied materials and/or performed labor in connection with this contract.
3. As a Subcontractor/Supplier, the undersigned acknowledges the receipt of all payments from the Contractor through Contractor's Payment Application Number _____ except for applicable retainage and releases and waives any claim to any funds previously paid by Contractor which to date hereof total \$_____.
4. Subcontractor/Supplier further certifies that all bills owed by Subcontractor/Supplier to other for materials supplied or labor performed in connection with the improvements associated with previous payments have been fully paid and satisfied.

On this ____ DAY OF _____, 20____, before me, a Notary Public in and for the (Parish,State), personally appeared _____, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same for the purposes therein contained.

BY: _____
Subcontractor/Supplier

NOTARY PUBLIC

Notary printed/stamped name and identification number

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work.
 - 1. Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. In addition to these limitations and requirements administer allocation of available space equitably among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
- B. Minimum administrative and supervisory requirements necessary for coordination of work on the project include but are not necessarily limited to the following categories:
 - 1. Coordination and meetings.
 - 2. Administrative and supervisory personnel.
 - 3. Records or reports.
 - 4. Limitations for use of site.
 - 5. Special reports.
 - 6. General installation provisions.
 - 7. Cleaning and protection.
 - 8. Conservation and salvage.
- C. Coordinate both the timing and the listing of reports and other activities required by provisions of this section and other sections, so as to provide consistency and logical coordination between the reports. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Make appropriate distribution of each report and updated report to all parties involved in the work including the Architect and Owner. In particular provide close coordination of the progress schedule, schedule of values, listing of subcontracts, schedule of submittals, progress reports, and payment requests.
- D. All requests for information involving a clarification to resolve questions and/or conflicts in the plans and specification shall be submitted on the attached Request for Information form. Any change to the project/contract as a result of this information will be addresses under a separate cover as required. All requests for information not submitted on the required form may or may not be responded to be the Architect and shall have no influence on the project scope or time frame. If a Request for Information form is not attached hereto, this form shall be obtained form the Architect prior to the first submittal for application for payment.

1. Requests for Information (RFIs): On discovery of the need for additional information or interpretation of the Contract Documents, contractor shall prepare and submit an RFI.
 - E. Submit initial progress schedule in duplicate. After review by the Architect revise and resubmit as required. Submit revised schedule with each application for payment, reflecting changes since previous submittal. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Show projected percentage of completion for each item of Work as of the time of each application for payment.
 1. Comply with Progress Schedule for submittals related to work progress. Coordinate submittal of related items. Show submittal dates required for shop drawings, product data, and product delivery dates.
 - F. Schedule and conduct progress meetings at Project site at biweekly regular intervals. Notify Owner and Architect of meeting dates and times. Require attendance of each subcontractor or other entity concerned with current progress or involved in planning, coordination, or performance of future activities.
 1. In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, hold a general progress meeting each month with time coordinated with preparation of payment request. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting. Review each entity's present and future needs including interface requirements, time, sequences, deliveries, access, site utilization, temporary facilities and services, hours of work, hazards and risks, housekeeping, change orders, and documentation of information for payment requests. Discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule. Determine how behind-schedule work will be expedited, and secure commitments from entities involved in doing so. Discuss whether schedule revisions are required to ensure that current work and subsequent work will be completed within Contract Time. Review everything of significance which could affect progress of the work.
 2. Architect will record minutes and distribute to everyone in attendance, including Owner.
- 1.2 RECORDS/REPORTS
- A. Working from lines and levels established by the property survey, establish and maintain bench marks and markers to set lines and levels for the work at each story of construction and elsewhere as needed to properly locate each element of the project. Calculate and measure required dimensions as shown within recognized tolerances. Drawings shall not be scaled to determine dimensions. Advise entities performing work, of marked lines and levels provided for their use.

- B. Submit special reports directly to the Owner within one day of an occurrence. Submit a copy of the report to the Architect and other entities that are affected by the occurrence.
- C. Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, prepare and submit a special report listing chain of events, persons participating, response by the Contractor's personnel, an evaluation of the results or effects and similar pertinent information. Advise the Owner in advance when such events are known or predictable.
- D. Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

1.3 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. General: This section specifies procedural requirements for non-administrative submittals including shop drawings, product data, samples and other miscellaneous work-related submittals. Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents.
 - 1. Refer to other Division-1 sections and other contract documents for specifications on administrative, non-work-related submittals. Such submittals include, but are not limited to the following items:
 - a. Permits.
 - b. Payment applications.
 - c. Performance and payment bonds.
 - d. Insurance certificates.
 - e. Inspection and test reports.
 - f. Schedule of values.
 - g. Progress reports.
 - h. Listing of subcontractors
- B. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 1. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 2. Submit one hard copy and one digital copy of each action submittal.
 - 3. Submit one hard copy and one digital copy of each informational submittal.
 - 4. Architect will return submittals, without review, discard submittals received from sources other than Contractor.
- C. Shop drawings are technical drawings and data that have been specially prepared for

this project, including but not limited to the following items:

1. Fabrication and installation drawings.
2. Setting diagrams.
3. Shopwork manufacturing instructions.
4. Templates.
5. Patterns.
6. Coordination drawings (for use on-site).
7. Schedules.
8. Design mix formulas.
9. Contractor's engineering calculations.
10. Standard information prepared without specific reference to a project is not considered to be shop drawings.

D. Product data includes standard printed information on manufactured products that has not been specially-prepared for this project, including but not limited to the following items:

1. Manufacturer's product specifications and installation instructions.
2. Standard color charts.
3. Catalog cuts.
4. Roughing-in diagram and templates.
5. Standard wiring diagrams.
6. Printed performance curves.
7. Operational range diagrams.
8. Mill reports.
9. Standard product operating and maintenance manuals.

E. Samples are physical examples of work, including but not limited to the following items:

1. Partial sections of manufactured or fabricated work.
2. Small cuts or containers of materials.
3. Complete units of repetitively-used materials.
4. Swatches showing color, texture and pattern.
5. Color range sets.
6. Units of work to be used for independent inspection and testing.
7. Mock-ups are special forms of samples, which are too large or otherwise inconvenient for handling in the manner specified for transmittal of sample submittals.

F. Miscellaneous submittals are work-related, non-administrative submittals that do not fit in the three previous categories, including, but not limited to the following:

1. Specially-prepared and standard printed warranties.
2. Maintenance agreements.
3. Workmanship bonds.
4. Testing and certification reports.
5. Record drawings.
6. Field measurement data.
7. Operating and maintenance manuals.

8. Keys and other security protection devices.
 9. Maintenance tools and spare parts.
 10. Overrun stock.
- G. Place a permanent label or title block on each submittal for identification. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review. Include the following information on the label:
1. Project name.
 2. Date.
 3. Name and address of Contractor.
 4. Name and address of subcontractor or supplier.
 5. Number and title of appropriate Specification Section.
- H. Identify deviations from the Contract Documents on submittals.
- I. Contractor's Construction Schedule Submittal Procedure: Submit six (6) copies of schedule within fourteen (14) days after date established for Notice to Proceed.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. Product Data: Mark each copy to show applicable products and options. Include the following:
1. Manufacturer's written recommendations, product specifications, and installation instructions.
 2. Wiring diagrams showing factory-installed wiring.
 3. Printed performance curves and operational range diagrams.
 4. Testing by recognized testing agency.
 5. Compliance with specified standards and requirements.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Submit on sheets at least 8-1/2 by 11 inches but no larger than 11 by 17 inches. Include the following:
1. Dimensions and identification of products.
 2. Fabrication and installation drawings and roughing-in and setting diagrams.
 3. Wiring diagrams showing field-installed wiring.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture and for a comparison of these characteristics between submittal and actual component as delivered and installed. Include name of manufacturer and product name on label.

1. If variation is inherent in material or product, submit at least three Insert number sets of paired units that show variations.

2.2 INFORMATIONAL SUBMITTALS

- A. Qualification Data: Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

2.3 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit one hard copy and one digital copy of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Chart Schedule: Submit a comprehensive, fully developed, horizontal chart-type schedule within fourteen (14) days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

- A. Refer to the General Conditions for basic procedures for submittal handling:

- B. Coordinate the preparation and processing of submittals with the performance of the work. Coordinate each separate submittal with other submittals and related activities such as testing, purchasing, fabrication, delivery and similar activities that require sequential activity.
 - 1. Coordinate the submittal of different units of interrelated work so that one submittal will not be delayed by the Architect's need to review a related submittal. The Architect reserves the right to withhold action on any submittal requiring coordination with other submittals until related submittals are forthcoming.
- C. Prepare and transmit each submittal to the Architect sufficiently in advance of the scheduled performance of related work and other applicable activities. Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the Architect's need to review submittals concurrently for coordination.
 - 1. Allow sufficient time so that the installation will not be delayed as a result of the time required to properly process submittals, including time for resubmittal, if necessary.
 - 2. Advise the Architect on each submittal, as to whether processing time is critical to the progress of the work, and if the work would be expedited if processing time could be shortened.
 - a. Allow three weeks for the Architect's initial processing of each submittal. Allow a longer time period where processing must be delayed for coordination with subsequent submittals.
 - b. Allow three weeks for reprocessing each submittal.
 - c. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Architect sufficiently in advance of the work.
- D. Mark each submittal with a permanent label for identification. Provide the following information on the label for proper processing and recording of action taken.
 - 1. Project name.
 - 2. Date.
 - 3. Name, address and telephone number, including area code, of Architect.
 - 4. Name, address and telephone number, including area code, of Contractor.
 - 5. Name, address and telephone number, including area code, of Subcontractor.
 - 6. Name, address and telephone number, including area code, of supplier.
 - 7. Name of manufacturer.
 - 8. Number and title of appropriate specification section.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Similar definitive information as necessary.
 - 11. Provide a space on the label for the Contractor's review and approval markings.
- E. Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect and to other destinations as indicated, by use of a transmittal form. Submittals received from sources other than the Contractor will not be acted upon.
 - 1. Transmittal Form: Prepare a draft of a transmittal form and submit it to the Archi-

test for acceptance. Provide on the form places for the following information:

- a. Project name.
 - b. Date.
 - c. To.
 - d. From.
 - e. Submittal purpose and description.
 - f. Submittal and transmittal distribution record.
 - g. Signature of transmitter.
 - h. Contractor's certification stating that the information submitted complies with the requirements of the Contract Documents, with a place for the Contractor's signature.
2. Record relevant information and requests for data on the transmittal form. On the transmittal form, or on a separate sheet attached to the form, record deviations from the requirements of the Contract Documents, if any, and including minor variations and limitations.

3.2 SPECIFIC SUBMITTAL REQUIREMENTS

- A. Specific submittal requirements for individual units of work are specified in the applicable specification section. Except as otherwise indicated in the individual specification sections, comply with the requirements specified herein for each type of submittal.
1. Where it is necessary to provide intermediate submittals between the initial and final submittals, provide and process intermediate submittals in the same manner as for initial submittals.
- B. Information required on shop drawings includes, dimensions, identification of specific products and materials which are included in the work, compliance with specified standards and notations of coordination requirements with other work. Provide special notation of dimensions that have been established by field measurement. Highlight, encircle or otherwise indicate deviations from the contract documents on the shop drawings.
1. Provide coordination drawings where required for the integration of the work, including work first shown in detail on shop drawings or product data. Show sequencing and relationship of separate units of work which must interface in a restricted manner to fit in the space provided, or function as indicated. Coordination drawings are considered shop drawings and must be definitive in nature.
 2. Do not permit shop drawing copies without an appropriate final "Action" by the Architect to be used in connection with the work.
 3. Submit newly prepared information, drawn to accurate scale on sheets not less than 8-1/2" x 11"; except for actual pattern or template type drawings, the maximum sheet size shall not exceed 24" x 36". Indicate the name of the firm that prepared each shop drawing and provide appropriate project identification in the title block. Provide a space not less than 20 sq. in. beside the title block for marking the record of the review process.

- a. Do not reproduce contract documents or copy standard printed information as the basis of shop drawings.
- 4. Provide 2 prints plus 2 additional prints where they are required for maintenance manuals. 4 prints will be retained; One of the prints returned is to be marked up and maintained by the Contractor as a "As Built Document".
- C. General information required specifically as product data includes manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any), special notation of dimensions which have been verified by way of field measurement, and special coordination requirements for interfacing the material, product or system with other work.
 - 1. Collect required product data into a single submittal for each unit of work or system. Mark each copy to show which choices and options are applicable to the project. Where product data has been printed to include information on several similar products, some of which are not required for use on the project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable.
 - a. Where product data must be specially prepared for required products, materials or systems, because standard printed data is not suitable for use, submit data as "shop drawings" and not as "product data".
 - 3. Product data submittal is required for information and record and to determine that the products, materials and systems comply with the provisions of the contract documents. Therefore, the initial submittal is also the final submittal, except where the Architect observes that there is non-compliance with the provisions of the contract documents and returns the submittal promptly to the Contractor marked with the appropriate "Action".
 - a. Provide a preliminary double-copy submittal where required, for selection of options by the Architect.
 - b. Except as otherwise indicated in individual sections of these specifications, submit one hard copy and one digital copy of each required product data submittal, plus additional copies where required for maintenance manuals. The Architect will retain two copies, and will return the other with "Action" and corrections or modifications as required.
 - c. Do not submit product data or allow its use on the project, until compliance with the requirements of the contract documents has been confirmed by the Contractor.
 - d. Furnish copies of product data to subcontractors, suppliers, fabricators, manufacturers, installers, governing authorities and others as required for proper performance of the work. Show distribution on transmittal forms.
 - e. Do not proceed with installation of materials, products and systems until a copy of product data applicable to the installation is in the possession of the installer. Do not permit the use of unmarked copies of product data in connection with the performance of the work.

- D. Submit samples for the Architect's visual review of general generic kind, color, pattern, and texture, and for a final check of the coordination of these characteristics with other related elements of the work. Samples are also submitted for quality control comparison of these characteristics between the final sample submittal and the actual work as it is delivered and installed.
1. Refer to individual work sections of these specifications for additional sample requirements, which may be intended for examination or testing of additional characteristics. Compliance with other required characteristics is the exclusive responsibility of the Contractor; such compliance is not considered in the Architect's review on sample submittals.
 2. Documentation required specifically for sample submittals includes a generic description of the sample, the sample source or the product name or manufacturer, compliance with governing regulations and recognized standards. In addition, indicate limitations in terms of availability, sizes, delivery time, and similar limiting characteristics.
 3. Where possible provide samples that are physically identical with the proposed material or product to be incorporated in the work; provide full scale, fully fabricated samples cured and finished in the manner specified. Where variations in color, pattern, or texture are inherent in the material or product represented by the sample, submit multiple units of the sample (not less than 3 units), which show the approximate limits of variations. Where samples are specified for the Architect's selection of color, texture or pattern, submit a full set of available choices for the material or product. Mount, display, or package samples in the manner specified to facilitate the review of indicated qualities. Prepare samples to match the Architect's sample where so indicated.
 - a. Refer to individual sections of these specifications for samples which, because of their relatively high cost or other special considerations, are intended to be returned to the Contractor for incorporation in the work. Such samples must be in an undamaged condition at the time of use. On the transmittal form to the Architect, indicate such special requests regarding the disposition of sample submittals.
 4. At the Contractor's option, and depending upon the nature of the anticipated response from the Architect, the initial submittal of samples may be either a preliminary submittal or a final submittal.
 - a. Preliminary submittal, of a single set of samples, is required where requirements indicate the Architect's selection of color, pattern, texture or similar characteristics from a manufacturer's range of standard choices is necessary. Preliminary submittals will be reviewed and returned with the Architect's "Action".
 - b. Submit 2 sets of samples in the final submittal, one set will be returned.
 - c. Maintain the final submittal sets of samples, as returned by the Architect, at the project site, available for quality control comparisons throughout the course of performing the work. In addition, final submittal sets may be used to obtain final acceptance of the work associated with each set. Prepare and dis-

- tribute additional sets of samples to subcontractors, suppliers, fabricators, manufacturers, installers, governing authorities, and others as required for proper performance of the work. Show final distribution on transmittal forms.
- d. Mock-Ups and similar samples specified in individual work sections are special types of samples. Comply with sample submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

E. Miscellaneous Submittals

1. Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication or workmanship control testing at the point of production. Process inspection and test reports accordingly.
2. Refer to section "Products and Substitutions" for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreements. In addition to copies desired for the Contractor's use, furnish 2 executed copies of such warranties, bonds or agreements. Provide 3 additional copies where required for maintenance manuals.
3. Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Architect's use. Where workmanship, whether at the project site or elsewhere is governed by a standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.
4. Refer to section "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items.
 - a. Furnish set of original documents as maintained on the project site. Along with original marked-up record drawings provide 3 photographic copies of marked-up drawings, which, at the Contractor's option, may be reduced to not less than half size.
 - b. Operating and Maintenance Data: Furnish 3 bound copies of operating data and maintenance manuals.
 - c. Refer to individual sections of these specifications for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys and similar physical units to be submitted.

- F. Provide additional distribution of submittals to subcontractors, suppliers, fabricators, installers, governing authorities, and others as necessary for the proper performance of the work. Include such additional copies of submittals in the transmittal to the Architect where the submittals are required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

3.3 ARCHITECT'S ACTION

- A. Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Architect will review each submittal, mark with

appropriate "Action", and where possible return within 3 weeks of receipt. Where the submittal must be held for coordination the Architect will so advise the Contractor without delay.

1. The Architect will review each submittal and return a uniform, self-explanatory action, appropriately marked and executed to indicate whether the submittal is for unrestricted use, approved as noted (or make corrections noted), must be revised and resubmitted (use not permitted) or without action (as explained in the transmittal form). Submittals indicated as "make corrections noted" will not be reviewed if resubmitted.

3.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule with Application for payment before each regularly scheduled progress meeting.
 1. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribute copies of approved schedule to Owner, Architect, subcontractors, testing and inspecting agencies, and parties identified by Contractor with a need-to-know schedule responsibility. When revisions are made, distribute updated schedules to the same parties.

3.5 GENERAL INSTALLATION PROVISIONS

- A. Pre-Installation Conferences: Hold a pre-installation meeting at the project site well before installation of each unit of work which requires coordination with other work. Installer and representatives of the manufacturers and fabricators who are involved in or affected by that unit of work, and with its coordination or integration with other work that has preceded or will follow shall attend this meeting. Advise the Architect of scheduled meeting dates.
 1. At each meeting review progress of other work and preparations for the particular work under consideration, including specific requirements for the following:
 - a. Contract documents.
 - b. Options.
 - c. Related change orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Shop drawings, product data, and quality control samples.
 - g. Possible conflicts and compatibility problems.
 - h. Time schedules.
 - i. Weather limitations.
 - j. Manufacturer's recommendations.
 - k. Compatibility of materials.

- l. Acceptability of substrates.
 - m. Temporary facilities.
 - n. Space and access limitations.
 - o. Governing regulations.
 - p. Inspection and testing requirements.
 - q. Required performance results.
 - r. Recording requirements
 - 2. Record significant discussions of each conference, and record agreements and disagreements, along with the final plan of action. Distribute the record of meeting promptly to everyone concerned, including the Owner and Architect.
 - 3. Do not proceed with the work if the pre-installation conference cannot be concluded successfully. Initiate whatever actions are necessary to resolve impediments to performance of the work, and reconvene pre-installation conference at earliest date feasible.
- B. Installer's Inspection of Conditions: Require the Installer of each major unit of work to inspect the substrate to receive work and conditions under which the work is to be performed. The Installer shall report all unsatisfactory conditions in writing to the Contractor. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
- C. Manufacturer's Instructions: Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the contract documents.
- D. Inspect each item of materials or equipment immediately prior to installation. Reject damaged and defective items.
- E. Provide attachment and connection devices and methods for securing work. Secure work true to line and level, and within recognized industry tolerances. Allow expansion and building movement. Provide uniform joint width in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable visual-effect choices to the Architect for final decision.
- F. Recheck measurements and dimensions of the work, as an integral step of starting each installation.
- G. Install each unit-of-work during weather conditions and project status which will ensure the best possible results in coordination with the entire work. Isolate each unit of work from incompatible work, as necessary to prevent deterioration.
- H. Coordinate enclosure of the work with required inspections and tests, so as to minimize the necessity of uncovering work for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated, mount individual units of work at A.D.A.A.G. standard mounting heights for the particular applications indicated. Refer questionable mounting height choices to the Architect for final decision.

3.6 CLEANING AND PROTECTION

- A. During handling and installation of work at the project site, clean and protect work in progress and adjoining work on a basis of continuous maintenance. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at time of substantial completion.
- B. Clean and perform maintenance on installed work as frequently as necessarily through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures of Work: To the extent possible through reasonable control and protection methods, the Contractor shall supervise performance of work in a manner and by means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Such exposures include, where applicable, but not by way of limitation the following:
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Excessively high or low temperatures.
 - 4. Thermal shock.
 - 5. Excessively high or low humidity.
 - 6. Air contamination or pollution.
 - 7. Water or ice.
 - 8. Solvents.
 - 9. Chemicals.
 - 10. Light.
 - 11. Radiation.
 - 12. Puncture.
 - 13. Abrasion.
 - 14. Heavy traffic.
 - 15. Soiling.
 - 16. Bacteria.
 - 17. Insect infestation.
 - 18. Combustion.
 - 19. Electrical current.
 - 20. High speed operation, improper lubrication, unusual wear or other misuse.
 - 21. Incompatible interface.
 - 22. Destructive testing.
 - 23. Misalignment.
 - 24. Excessive weathering.
 - 25. Unprotected storage.
 - 26. Improper shipping or handling.
 - 27. Theft
 - 28. Vandalism

3.7 CONSERVATION AND SALVAGE

- A. It is a requirement for supervision and administration of the work that construction operations be carried out with the maximum possible consideration given to conservation of energy, water and materials. In addition maximum consideration shall be given to salvaging materials and equipment involved in performance of the work but not incorporated therein. Refer to other sections for required disposition of salvage materials which are the Owner's property.

END OF SECTION 013000

SECTION 014216 - DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

- A. General: This section specifies procedural and administrative requirements for compliance with governing regulations and codes and standards imposed upon the Work. These requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes and standards.
 - 1. The term, "Regulations", is defined to include laws, statutes, ordinances and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the work regardless of whether they are lawfully imposed by governing authority or not.
- B. Governing Regulations: Refer to General and Supplementary Conditions for requirements related to compliance with governing regulations.

1.3 DEFINITIONS

- A. General Explanation: Certain terms used in contract documents are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive, but are general for the Work to the extent that they are not stated more explicitly in another element of the contract documents.
- B. General Requirements: The provisions or requirements of other Division-1 sections apply to entire work of the Contract and, where so indicated, to other elements which are included in the project.
- C. Indicated: The term, "indicated", is a cross-reference to graphic representations, notes or schedules on the drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader locate the cross-reference, and no limitation of location is intended except as specifically noted.
- D. Directed, Requested, Etc.: Terms such as "directed", "requested", "authorized", "selected",

"approved", "required", "accepted", and "permitted" mean "directed by the Architect", "requested by the Architect", and similar phrases. However, no such implied meaning will be interpreted to extend the Architect's responsibility into the Contractor's area of construction supervision.

- E. Approve: Where used in conjunction with the Architect's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the term "approved" will be held to limitations of the Architect's/Engineer's responsibilities and duties as specified in General and Supplementary Conditions. In no case will the Architect's approval be interpreted as a release of the Contractor from responsibilities to fulfill requirements of contract documents or acceptance of the work unless otherwise provided by requirements of the contract documents.
- F. Project Site: The term, "project site", is defined as the space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing other work as part of the project. The extent of the project site is shown on the drawings, and may or may not be identical with the description of the land upon which the project is to be built.
- G. Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations".
- H. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations".
- I. Provide: The term "provide" or "new" means "to furnish and install, complete and ready for intended use".
- J. Installer: The "installer" is "the entity" (person or firm) engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a requirement that installers are experienced in the operations they are engaged to perform.
- K. Testing Laboratories: A "testing laboratory" is defined as an entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.
- L. Stipulated Damages: Where the words "liquidated damages" may be found throughout the project manual, it shall be used interchangeably with "stipulated damages". It is to acknowledge that the Contractor's failure to achieve substantial completion of the work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that stipulated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that stipulated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the

Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of stipulated damages for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such stipulated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.

- M. $\pm$: All dimensions noted with a plus/minus notation or symbol shall be a maximum 1/8" larger or 1/8" smaller than the dimension indicated.
- N. Digital copy: Where a digital copy is requested or allowed the digital submittal shall be a digital pdf version of the document submitted via email to the Project Architect and not require log-in or registration of any kind to receive the digital version.

1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where more explicit or stringent requirements are written into the contract documents, applicable construction industry standards have the same force and effect as if bound into or copied directly into the contract documents. Such industry standards are made a part of the contract documents by reference.
- B. Individual specification sections indicate which codes and standards the Contractor must keep available at the project site for reference.
 - 1. Referenced standards (standards referenced directly in the contract documents) take precedence over non-referenced standards that are recognized in the industry for applicability to the Work.
 - 2. Unreferenced Standards: Except as otherwise limited by the contract documents, standards not referenced but recognized in the construction industry as having direct applicability to the Work and will be enforced for the performance of the Work. The decision as to whether an industry code or standard is applicable, or as to which of several standards are applicable, is the sole responsibility of the Architect/ Engineer.
- C. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.
 - 1. Updated Standards: At the request of the Architect, Contractor or governing authority, submit a change order proposal where an applicable industry code or standard has been revised and reissued after the date of the contract documents and before the performance of the work affected. The Architect will decide whether to issue the change order to proceed with the updated standard.
- D. Conflicting Requirements: Where compliance with two or more standards is specified, and where these standards establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the contract documents specifically indicate otherwise. Refer requirements that are different,

but apparently equal, and uncertainties as to which quality level is more stringent to the Architect for a decision before proceeding.

1. Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified is intended to be the minimum to be provided or performed. Unless otherwise indicated, the actual work may either comply exactly, within specified tolerances, with the minimum quantity or quality specified, or may exceed that minimum within reasonable limits. In complying with these requirements, the indicated numeric values are either minimum or maximum values, as noted, or as appropriate for the context of the requirements. Refer instances of uncertainty to the Architect for decision before proceeding.
- E. Copies of Standards: The contract documents require that each entity performing work be experienced in that part of the work being performed. Each entity is also required to be familiar with industry standards applicable to that part of the work. Copies of applicable standards are not bound with the contract documents.
1. Where copies of standards are needed for proper performance of the Work, the Contractor is required to obtain such copies directly from the publication source.
 2. Although copies of standards needed for enforcement of the requirements may be required submittals, the Architect reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- F. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The acronyms or abbreviations as referenced in contract documents are defined to mean the associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of contract documents.
- G. Federal Government Agencies: Names and titles of federal government standard or specification producing agencies are frequently abbreviated. The acronyms or abbreviations as referenced in the contract documents indicate the names of standard or specification producing agencies of the federal government. Names and addresses are subject to change but are believed to be, but are not assured to be, accurate and up-to-date as of the date of the contract documents.

1.5 GOVERNING REGULATIONS/AUTHORITIES

- A. General: The procedure followed by the Architect has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing contract documents; recognizing that such information may or may not be of significance in relation to the Contractor's responsibilities for performing the Work. Contact governing authorities directly for necessary information and decisions having a bearing on performance of the Work.
1. Copies of Correspondence: During the preparation of the contract documents, the Architect may have maintained a file of correspondence with governing authorities.

This file is available at the Architect's office for reference by bidders/contractors. The Architect will provide, if requested, copies of such applicable correspondence at the cost of reproduction.

- B. Trade Union Jurisdictions: The Contractor shall maintain, and shall require prime subcontractors to maintain, complete current information on jurisdictional matters, regulations actions and pending actions, as applicable to the Work. Discuss new developments at appropriate project meetings at the earliest feasible dates. Record information of relevance along with the actions agreed upon. The manner in which contract documents have been organized and subdivided is not intended to be an indication of jurisdictional or trade union agreements. Assign and subcontract the work, and employ tradesmen and laborers, in a manner which will not unduly risk jurisdictional disputes of a kind which could result in conflicts, delays, claims and losses in the performance of the Work.
- C. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 014216

SECTION 014219 - REFERENCES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- B. Abbreviations and Acronyms: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ABAA	Air Barrier Association of America
ABMA	American Bearing Manufacturers Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AHA	American Hardboard Association (Now part of CPA)

AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)
ALSC	American Lumber Standard Committee, Incorporated
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	Architectural Precast Association
APA	APA - The Engineered Wood Association
APA EWS	APA - The Engineered Wood Association; Engineered Wood Systems (See APA - The Engineered Wood Association)
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASCE	American Society of Civil Engineers
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	ASME International (American Society of Mechanical Engineers International)
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International

	(American Society for Testing and Materials International)
AWCI	Association of the Wall and Ceiling Industry
AWCMA	American Window Covering Manufacturers Association (Now WCMA)
AWI	Architectural Woodwork Institute
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association)
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
BICSI	BICSI, Inc.
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
BWF	Badminton World Federation (Formerly: IBF - International Badminton Federation)
CCC	Carpet Cushion Council
CDA	Copper Development Association
CEA	Canadian Electricity Association
CEA	Consumer Electronics Association
CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CIMA	Cellulose Insulation Manufacturers Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute

CRRC	Cool Roof Rating Council
CPA	Composite Panel Association
CPPA	Corrugated Polyethylene Pipe Association
CRI	Carpet and Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CSA	CSA International (Formerly: IAS - International Approval Services)
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)
DHI	Door and Hardware Institute
EIA	Electronic Industries Alliance
EIMA	EIFS Industry Members Association
EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association (Electrostatic Discharge Association)
ETL SEMCO	Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA)
FIBA	Federation Internationale de Basketball (The International Basketball Federation)
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation)
FM Approvals	FM Approvals LLC

FM Global	FM Global (Formerly: FMG - FM Global)
FMRC	Factory Mutual Research (Now FM Global)
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.
FSA	Fluid Sealing Association
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
GRI	(Part of GSI)
GS	Green Seal
GSI	Geosynthetic Institute
HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)
HPVA	Hardwood Plywood & Veneer Association
HPW	H. P. White Laboratory, Inc.
IAS	International Approval Services (Now CSA International)
IBF	International Badminton Federation (Now BWF)
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America

IENT	Institute of Environmental Sciences and Technology
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance
ILI	Indiana Limestone Institute of America, Inc.
ISO	International Organization for Standardization Available from ANSI
ISSFA	International Solid Surface Fabricators Association
ITS	Intertek Testing Service NA (Now ETL SEMCO)
ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LMA	Laminating Materials Association (Now part of CPA)
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association
MFMA	Maple Flooring Manufacturers Association, Inc.
MFMA	Metal Framing Manufacturers Association, Inc.
MH	Material Handling (Now MHIA)
MHIA	Material Handling Industry of America
MIA	Marble Institute of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association

NAGWS	National Association for Girls and Women in Sport
NAIMA	North American Insulation Manufacturers Association
NBGQA	National Building Granite Quarries Association, Inc.
NCAA	National Collegiate Athletic Association (The)
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute
NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NELMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFHS	National Federation of State High School Associations
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association)
NOMMA	National Ornamental & Miscellaneous Metals Association
NRCA	National Roofing Contractors Association
ARMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)

NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)
NWWDA	National Wood Window and Door Association (Now WDMA)
OPL	Omega Point Laboratories, Inc. (Now ITS)
PCI	Precast/Prestressed Concrete Institute
PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America)
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
SAE	SAE International
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SGCC	Safety Glazing Certification Council
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)

SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SMPTE	Society of Motion Picture and Television Engineers
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)
SPIB	Southern Pine Inspection Bureau (The)
SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TCA	Tile Council of America, Inc. (Now TCNA)
TCNA	Tile Council of North America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society
TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute
UL	Underwriters Laboratories Inc.
UNI	Uni-Bell PVC Pipe Association
USAV	USA Volleyball

USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.
WASTEC	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association)
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California)
WIC	Woodwork Institute of California (Now WI)
WMMPA	Wood Moulding & Millwork Producers Association
WSRCA	Western States Roofing Contractors Association
WWPA	Western Wood Products Association

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014219

SECTION 014500 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Testing and inspecting services shall be performed by independent testing agencies.
 - 2. Except as otherwise indicated, engage inspection and test service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which are recognized in the industry as specialized in the types of inspections and tests to be performed.
- B. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements, comply with the most stringent requirement. Refer uncertainties to Architect for a decision.
- C. Definitions: The requirements of this section relate primarily to customized fabrication and installation procedures, not to the production of standard products. Quality control services include inspections and tests and related actions including reports, performed by independent agencies and governing authorities, as well as directly by the Contractor. These services do not include Contract enforcement activities performed directly by the Architect.
 - 1. Specific quality control requirements for individual units of work are specified in the sections of these specifications that specify the individual element of the work. These requirements, including inspections and tests, cover both production of standard products, and fabrication of customized work. These requirements also cover quality control of the installation procedures.
 - 2. Inspections, tests and related actions specified in this section and elsewhere in the contract documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the contract documents.
 - 3. Requirements for the Contractor to provide quality control services as required by the Architect, the Owner, governing authorities or other authorized entities are not limited by the provisions of this section.
- D. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum. The actual installation may exceed the minimum within reasonable limits. Indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision.

- E. Refer to Division-1 section on "Submittals" for the general requirements on submittals. Submit a certified written report of each inspection, test or similar service, directly to the Architect, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
- F. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 6. Names of individuals making tests and inspections.
 - 7. Description of the Work and test and inspection method.
 - 8. Complete test or inspection data, test and inspection results, an interpretation of test results, and comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 9. Name and signature of laboratory inspector.
 - 10. Recommendations on retesting and reinspecting.
- G. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, notices, receipts for fee payments, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
- H. Testing Agency Qualifications: An independent agency with the experience and capability to conduct testing and inspecting indicated; and where required by authorities having jurisdiction, that is acceptable to authorities.
- I. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- J. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Promptly notify Architect and Contractor of irregularities or deficiencies in the Work observed during performance of its services.
 - 2. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 - 3. Do not perform any duties of Contractor.

- K. Associated Services: Cooperate with testing agencies and provide reasonable auxiliary services as requested. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Security and protection for samples and for testing and inspecting equipment.
- L. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- M. Special Tests and Inspections: **Engage** a qualified **testing agency** to conduct special tests and inspections required by authorities having jurisdiction.
- N. Special Tests and Inspections: Engage a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections.

1.2 RESPONSIBILITIES

- A. Contractor Responsibilities: Including where they are specifically indicated as being the Owner's responsibility, or where they are to be provided by another identified entity, inspections, tests, and similar quality control services are under the Contractor's responsibility; these services also include those specified to be performed by an independent agency and not directly by the Contractor. Costs for these services shall be included in the Contract Sum. The Contractor shall employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified.
1. The Contractor will engage and pay for the services of an independent agency to perform inspections and tests that are specified as the Owner's responsibility.
- B. Retest Responsibility: Where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance of related work with the requirements of the contract documents, then retests are the responsibility of the Contractor, regardless of whether the original test was the Contractor's responsibility. Retesting of work revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original work.
- C. Responsibility for Associated Services: The Contractor is required to cooperate with the independent agencies performing required inspections, tests and similar services. Provide such auxiliary services as are reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:
1. Providing access to the work.

2. Taking samples or assistance with taking samples.
 3. Delivery of samples to test laboratories.
 4. Security and protection of samples and test equipment at the project site.
- D. Coordination: The Contractor and each independent agency engaged to perform inspections, tests and similar services for the project shall coordinate the sequence of their activities so as to accommodate required services with a minimum of delay in the progress of the work. In addition the Contractor and each independent testing agency shall coordinate their work so as to avoid the necessity of removing and replacing work to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities.
- E. Manufacturer's Field Services: When specified in respective sections, require supplier and/or manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable and to make appropriate recommendations. Representative shall submit written report to Architect listing observations and recommendations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. Upon completion of inspection, testing, sample-taking and similar services performed on the work, repair damaged work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes. Comply with the contract document requirements for "Cutting and Patching". Protect work exposed by or for quality control service activities, and protect repaired work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION 014500

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. This section specifies administrative and procedural requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, and project security and protection.
- B. Use Charges: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated.
- C. Temporary utility services required for use at the project site include but are not limited to the following:
 - 1. Water service and distribution.
 - 2. Temporary electric power and light.
 - 3. Telephone service.
 - 4. Storm and sanitary sewer.
- D. Provide adequate utility capacity at each stage of construction. Prior to availability of temporary utilities at the site, provide trucked-in services for start-up of construction operations.
 - 1. Obtain and pay for temporary easements required to bring temporary utilities to the project site, where the Owner's permanent easement cannot be utilized for that purpose
- E. Water and Electric Power: Available from Owner's existing system without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- F. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- G. Temporary construction and support facilities required for the project include but are not limited to the following:
 - 1. Temporary enclosures.
 - 2. First aid station.
 - 3. Project identification, bulletin boards and signs.
 - 4. Construction aids and miscellaneous general services and facilities.
 - 5. Alternate temporary services and facilities, equivalent to those specified, may be used, subject to acceptance by the Architect.

- H. Security and protection facilities and services required for the project include but are not limited to the following:
1. Barricades, warning signs, lights.
 2. Sidewalk bridge or enclosure fence for the site storage areas.
 3. Alternate security and protection methods or facilities, equivalent to those specified, may be used, subject to acceptance by the Architect.

1.2 QUALITY ASSURANCE

- A. Regulations: Comply with requirements of local laws and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities, including but not limited to the following:
1. Building Codes, including local requirements for permits, testing and inspection.
 2. Health and safety regulations.
 3. Utility company regulations and recommendations governing temporary utility services
 4. Environmental protection regulations governing use of water and energy, and the control of dust, noise and other nuisances.
 5. In addition, comply with "Environmental Impact" commitments the Owner or previous Owners of the site may have made to secure approval to proceed with construction of the project.
- B. Standards: Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and the NECA National Joint Guideline NJG-6 "Temporary Job Utilities and Services".
1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", as prepared jointly by AGC and ASC for industry recommendations.
- C. Inspections: Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.

1.3 SUBMITTALS

- A. Reports and Permits: During progress of the work, submit copies of reports and permits required by governing authorities, or necessary for installation and efficient operation of temporary services and facilities.
1. Submit copies of reports of tests, inspections, meter readings and similar procedures performed on temporary utilities before, during and after performance of the work. Submit copies of permits, easements and similar documentation necessary for the installation, use and operation of temporary utility services. Reports and

permits required for the use of temporary utility services and their use include but are not limited to the following:

- a. Temporary heat.
- b. Ventilation.
- c. Temporary electric power and light.

1.4 JOB CONDITIONS

- A. General: Provide each temporary service and facility ready for use at each location when the service or facility is first needed to avoid delay in performance of the work. Maintain, expand as required and modify temporary services and facilities as needed throughout the progress of the Work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.
 - 1. With the establishment of the job progress schedule, establish a schedule for the implementation and termination of service for each temporary utility. At the earliest feasible time, and when acceptable to the Owner and Architect, change over from the use of temporary utility service to the use of the permanent service, to enable removal of the temporary utility and to eliminate possible interference with completion of the work.
- B. Conditions of Use: Operate temporary services and facilities in a safe and efficient manner. Do not overload temporary services or facilities, and do not permit them to interfere with the progress of the work. Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the site.
 - 1. Temporary Utilities: Do not permit the freezing of pipes, flooding or the contamination of water sources.
 - 2. Temporary Construction and Support Facilities: Maintain temporary facilities in such a manner as to prevent discomfort to users. Take necessary fire prevention measures. Maintain temporary support facilities in a sanitary manner so as to avoid health problems and other deleterious effects.
 - 3. Security and Protection: Maintain site security and protection facilities in a safe, lawful and publicly acceptable manner. Take necessary measures to prevent erosion of the site.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. General: Provide new materials and equipment for temporary services and facilities; used materials and equipment that are undamaged and in serviceable condition may be used, if acceptable to the Architect. Provide only materials and equipment that are

recognized as being suitable for the intended use, by compliance with appropriate standards.

- B. Temporary Utilities: Where the local utility company provides only a portion of the temporary utility, provide the remainder with matching, compatible materials and equipment. Comply with the utility company's recommendations
 - 1. Water Hoses: Where shut-off nozzles are used at the water hose discharge, provide heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system.
 - a. Where non-potable water is used, provide warning signs on the discharge end of each length of hose.
 - 2. Electrical Service: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service, including those requirements included in Division-16 sections.
 - a. Voltage Differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets.
 - b. Electrical Power Cords: Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.
 - c. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage indicated or required for adequate illumination. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide exterior fixtures where fixtures are exposed to the weather or moisture.
- C. Chain-Link Fencing: Minimum 2-inch, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts and top and bottom rails.

2.2 TEMPORARY FACILITIES

- A. Provide support facilities as necessary for construction operations. Store combustible materials apart from building.
 - 1. Temporary Offices and Similar Construction: For temporary offices, fabrication shops, storage sheds and similar construction, provide either standard prefabricated or mobile units or the equivalent job-built construction. Provide insulated, weathertight units, heated or air-conditioned where indicated, lockable entrances, operable windows, roofing, foundations adequate for normal loading, including wind loads, serviceable finishes, and mechanical and electrical equipment necessary to achieve ambient conditions indicated.

- a. Fire-Resistance: Provide fire-resistant construction for offices, shops, and sheds located within the construction work area, or within 50 feet of building lines. Provide UL labeled Class "A" fire treated lumber and plywood for framing, sheathing and siding, and UL Class "A" asphalt shingle or rollroofing. Provide gypsum board (drywall) interior walls.
- B. Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with a flame-spread rating of 15 or less. For temporary enclosures where work is being or will be performed, provide translucent tarpaulins made of nylon reinforced laminated polyethylene to admit the maximum amount of daylight and reduce the need for temporary lighting.
- C. First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.
- D. Drinking Water: Provide potable water approved by local health authorities. Where well water must be used, comply with local health authorities recommendations for type and frequency of testing water for portability.
- E. Fire Extinguishers: Provide type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

2.4 PROJECT SIGN

- A. Prepare one (1) project sign, 4'X8'X3/4" exterior grade B-B plywood. Install sign in location and with graphic content as directed by the Architect. Support sign on 4x4 treated wood or galv. steel posts imbedded 3'-0" deep in concrete. Do not permit installation of unauthorized signage. Lettering shall be vinyl letters ranging from 1 1/2" to 3 1/2". Engage an experienced sign painter to apply graphics. Sign shall be fully painted (all sides and edges) with primer and exterior enamel. Graphics shall be cut out vinyl characters for exterior use and applied to both sides as per layout. Verify layout with Architect.

PART 3 - EXECUTION

3.1 INSTALLATION GENERAL

- A. General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.
 - 1. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. General: Install water service and distribution piping of sizes and pressures adequate for construction purposes during the construction period and until permanent service is in use, including but not limited to the following uses.
 - 1. Construction processes.
 - 2. Fire protection.
 - 3. Drinking water.
 - 4. Sanitary facilities.
 - 5. Cleaning.
 - 6. Where the available supply of potable water is inadequate, provide non-potable water for purposes other than drinking and washing. Provide warning signs at each outlet of non-potable water.
 - 7. Obtain water service from the nearby water main of the local water authority, as permitted by the governing authority. Pay water service use charges, whether metered or otherwise, for all water used by entities authorized to be at or to perform work at the project site. Exercise control over usage in an effort to conserve water.
 - 8. Sterilization: Except piping of non-potable water, sterilize temporary water piping prior to use.
- C. Sanitary Facilities: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained daily in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Temporary Electric Power Service: Provide a weatherproof, grounded temporary electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work during the construction period. Whenever an overhead floor or roof deck has been installed, install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every area of work.

1. Temporary Service: Install service and grounding in compliance with the National Electric Code (NFPA 70). Include necessary meters, transformers, overload protected disconnect and main distribution switch gear.
 - a. Install electric power service underground or overhead and comply with governing regulations.
 - b. Connect temporary service to the local electric power company main in the manner directed by company officials. Pay use charges whether metered or otherwise, for electricity used by all entities authorized to be at or to perform the work at the project site. Exercise control over power usage in an effort to conserve energy.
 - c. Provide overload-protected disconnect switch for each temporary circuit and each temporary lighting circuit, located at the power distribution center.
 - d. For power hand tools and task lighting, provide temporary 4-gang outlets at each floor level, spaced so that a 100 foot extension cord can reach each area of work. Provide a separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit).

3.3 SUPPORT FACILITIES INSTALLATION

- A. Install project identification and other signs in locations approved by Architect to inform the public and persons seeking entrance to Project.
- B. Provide a reasonably neat and uniform appearance in temporary construction and support facilities acceptable to the Architect and the Owner.
 1. Locate field offices, storage and fabrication sheds and other support facilities for easy access to the Work. Position offices so that windows give the best possible view of construction activities.
 2. Except as otherwise indicated, make the change-over from use of temporary services and facilities to use of permanent services and facilities at the earliest feasible date at each portion of the building, to minimize hazards and interferences with performance of the Work.
 3. Maintain field office storage and fabrication sheds, temporary sanitary facilities, waste collection and disposal systems, and project identification and temporary signs until near substantial completion. Immediately prior to substantial completion remove these facilities. Personnel remaining at the site beyond substantial completion will be permitted to use certain permanent facilities, under restricted use conditions acceptable to the Owner.
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- D. Use of Owner's existing elevators will not be permitted.

- E. Do not permit installation of unauthorized signs that are visible outside the site.
- F. Establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Enforce requirements strictly. Do not hold collected materials at the site longer than 7 days during normal weather or 3 days when the daily temperature is expected to rise above 80 deg F (27 deg C). Handle waste materials that are hazardous, dangerous, or unsanitary separately from other inert waste by containerizing appropriately. Dispose of waste material in a lawful manner.
 - 1. Burying or burning of waste materials on the site will not be permitted.
 - 2. Washing waste materials down sewers or into waterways will not be permitted.
 - 3. Provide rodent proof containers located on each floor level of construction work, to encourage depositing of garbage and similar wastes by construction personnel.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Furnish and install site storage enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
- B. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- C. Comply with recognized standards and code requirements for the erection of substantial, structurally adequate barricades where needed to prevent accidents and losses. Paint with appropriate colors, graphics and warning signs to inform personnel at the site and the public, of the hazard being protected against. Provide lighting where appropriate and needed, including flashing red lights where appropriate.
- D. Provide general protection facilities, operate temporary facilities, conduct construction activities, and enforce strict discipline for personnel on the site in ways and by methods that comply with environmental regulations, and that minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result from the performance of work at the site. Avoid the use of tools and equipment which produce harmful noise. Restrict the use of noise making tools and equipment to hours of use that will minimize noise complaints from persons or firms near the project site.

3.5 MOISTURE AND MOLD CONTROL

- A. Before installation of weather barriers, protect materials from water damage and keep materials from coming into prolonged contact with concrete.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

- B. Operate and maintain temporary services and facilities in good operating condition throughout the time of use and until removal is authorized. Protect from damage by freezing temperatures and similar elements.
 - 1. Protection: Prevent water filled piping from freezing, by use of ground covers, insulation, by keeping drained or by temporary heating. Maintain distinct markers for underground lines. Protect from damage during excavation operations.
- C. Unless the Architect requests that it be maintained for a longer period of time, remove each temporary service and facility promptly when the need for it or a substantial portion of it has ended, or when it has been replaced by the authorized use of a permanent facility, or no later than substantial completion. Complete, or, if necessary, restore permanent work which may have been delayed because of interference with the temporary service or facility. Repair damaged work, clean exposed surfaces and replace work which cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary services and facilities are and remain the property of the Contractor. The Owner reserves the right to take possession of the project identification signs.
 - 2. Remove temporary roads and paving materials which are not intended for or acceptable for integration into permanent paving. Where the area shown is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the landscape area. Remove materials contaminated with road oil, asphalt and other petro-chemical compounds, and other substances which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.
 - 3. At substantial completion, clean and renovate permanent services and facilities that have been used to provide temporary services and facilities during the construction period, including but not limited to the following:
 - a. Replace air filters and clean the inside of ductwork and housings.
 - b. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
 - c. Replace lamps in the lighting system that are burned out or noticeably dimmed by substantial hours of use.

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Definitions: Definitions used in this paragraph are not intended to negate the meaning of other terms used in the contract documents, including such terms as, "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction" and similar terms. Such terms are self-explanatory and have recognized meanings in the construction industry.
- B. "Products" are items purchased for incorporation in the Work, regardless of whether they were specifically purchased for the project or taken from the Contractor's previously purchased stock. The term "product" as used herein includes the terms "material", "equipment", "system" and other terms of similar intent.
 - 1. "Named Products" are products identified by use of the manufacturer's name for a product, including such items as a make or model designation, as recorded in published product literature, of the latest issue as of the date of the contract documents.
 - 2. "Materials" are products that must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form units of work.
 - 3. "Equipment" is defined as a product with operational parts, regardless of whether motorized or manually operated, and in particular, a product that requires service connections such as wiring or piping.
- C. Comparable Product Requests:
 - 1. Submit request for consideration of each comparable product. Do not submit unapproved products on Shop Drawings or other submittals.
 - 2. Identify product to be replaced and show compliance with requirements for comparable product requests. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified.
 - 3. Architect will review the proposed product and notify Contractor of its acceptance or rejection.
- D. Substitutions: The Contractor's requests for changes in the products, materials, equipment and methods of construction required by the contract documents are considered requests for "substitutions", and are subject to the requirements specified herein. The following are not considered as substitutions.
 - 1. Revisions to the contract documents, where requested by the Owner or Architect are considered as "changes", not substitutions.

2. Substitutions requested during the bidding period, which have been accepted by Addendum prior to the Contract Bid Date, are included in the contract documents and are not subject to the requirements for substitutions as herein specified.
 3. Specified Contractor options on products and construction methods included in the contract documents are choices available to the Contractor and are not subject to the requirements for substitutions as herein specified.
 4. Except as otherwise provided in the contract documents, the Contractor's determination of and compliance with governing regulations and orders as issued by governing authorities do not constitute "substitutions" and do not constitute a basis for change orders.
- E. Basis-of-Design Product Specification Submittal: Show compliance with requirements.
- F. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 4. Store materials in a manner that will not endanger Project structure.
 5. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- G. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- H. Standards: Refer to Division-1 section "Definitions and Standards" for the applicability of industry standards to the products specified for the project, and for the acronyms used in the text of the specification sections.
- 1.2 QUALITY ASSURANCE
- A. Source Limitations: To the fullest extent possible, provide products of the same generic kind, from a single source, for each unit of work.
- B. Compatibility of Options: Compatibility of products is a basic requirement of product selection. When the Contractor is given the option of selecting between two or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also Contractor options. The complete compatibility between the various choices available to

the Contractor is not assured by the various requirements of the Contract documents, but must be provided by the Contractor.

1.3 SUBMITTALS

- A. Change Order Form: Submit requests for substitutions in the form and in accordance with procedures required for change order proposals.
- B. Architect's Action: Within three weeks of receipt of the Contractor's request for substitution, the Architect will request additional information or documentation as may be needed for evaluation of the request. Within 3 weeks of receipt of the request, or within one week of receipt of the requested additional information or documentation, whichever is later, the Architect will notify the Contractor of either the acceptance or rejection of the proposed substitution.
 - 1. Acceptance will be in the form of a change order.
 - 2. Rejection need not include a statement giving reasons for the rejection.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
 - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
 - 2. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Requirements for individual products are indicated in the contract documents; compliance with these requirements is in itself a contract requirement. These requirements may be specified in any one of several different specifying methods, or in any combination of these methods. These methods include the following:
 - 1. Proprietary.
 - 2. Descriptive.
 - 3. Performance.
 - 4. Compliance with reference Standards.
 - 5. Compliance with codes, compliance with graphic details, allowances, and similar provisions of the contract documents also have a bearing on the selection process
- C. Procedures for Selecting Products: The Contractor's options in selecting products are limited by requirements of the contract documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects. Required procedures include but are not limited to the following for the various indicated methods of specifying:

1. Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Advise the Architect before proceeding, when it is discovered that the named product is not a reasonable or a feasible solution.
 2. Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 3. Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered. Advise the Architect before proceeding where none of the named products comply with specification requirements, or are feasible for use.
 4. Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 5. Where Specifications name a single product, or refer to a product indicated on Drawings, as the "basis-of-design," provide the named product. Comply with provisions for "comparable product requests" in Instructions to Bidders for consideration of an unnamed product by another manufacturer.
 6. Where products or manufacturers are specified by name, accompanied by the term "or-equal" or similar language, comply with the contract document provisions concerning "substitution" in the "Instructions to Bidders" to obtain approval from the Architect for the use of an unnamed product.
 7. Where the specifications name products or manufacturers that are available and may be incorporated in the Work, the Contractor may not, at his option, use any available product that complies with contract requirements.
 8. Where the specifications describe a product or assembly generically, in detail, listing the exact characteristics required, but without use of a brand or trade name, provide products or assemblies that provide the characteristics indicated and otherwise comply with contract requirements.
 9. Where the specifications require compliance with indicated performance requirements, provide products that comply with the specific performance requirements indicated, and that are recommended by the manufacturer for the application indicated. The manufacturer's recommendations may be contained in published product literature, or by the manufacturer's individual certification of performance. General overall performance of a product is implied where the product is specified for specific performances.
 10. Where the specifications require only compliance with an imposed standard, code or regulation, the Contractor has the option of selecting a product that complies with specification requirements, including the standards, codes and regulations.
- D. Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. Visual Matching: Where matching an established sample is required, the final judgment of whether a product proposed by the Contractor matches the sample satisfactorily will be determined by the Architect. Where there is no product available within the specified product category that matches the sample satisfactorily and also complies with other specified requirements, comply with

the provisions of the contract documents concerning "substitutions" and "change orders" for the selection of a matching product in another product category, or for non-compliance with specified requirements.

2. Visual Selection: Except as otherwise indicated, where specified product requirements include the phrase "...as selected from the manufacturer's standard colors, patterns, textures..." or similar phrases, the Architect is subsequently responsible for selecting the color, pattern, and texture from the product line indicated.
3. Allowances: Refer to individual sections of the specifications and "Allowance" provisions in Division-1 sections for an indication of product selections that are controlled by established allowances, and for the procedures required for processing such selections.

- E. Unless otherwise indicated, Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
- F. Producer's Statement of Applicability: Where individual specification sections indicate products that require a "Statement of Applicability" from the manufacturer or other producer, submit a written-certified statement from the producer stating that the producer has reviewed the proposed application of the product on the project. This statement shall state that the producer agrees with or does not object to the Architect's specification and the Contractor's selection of the product for use in the Work. The statement shall also state that the proposed application of the product on the project is suitable and proper.

2.2 SUBSTITUTIONS

Conditions: The Contractor's request for a substitution will be received but not considered after bids are received.

- A. Work-Related Submittals: The Contractor's submittal of and the Architect's acceptance of shop drawings, product data or samples which relate to work not complying with requirements of the contract documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

2.3 GENERAL PRODUCT REQUIREMENTS

- A. General: Provide products that comply with the requirements of the contract documents and that are undamaged and, unless otherwise indicated, unused at the time of installation. Provide products that are complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
 1. Standard Products: Where they are available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

PART 3- EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. General: Except as otherwise indicated in individual sections of these specifications, comply with the manufacturer's instructions and recommendations for installation of the products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

END OF SECTION 016000

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

- A. Definitions: Project closeout is the term used to describe certain collective project requirements, indicating completion of the Work that are to be fulfilled near the end of the Contract time in preparation for final acceptance and occupancy of the Work by the Owner, as well as final payment to the Contractor and the normal termination of the Contract.
- B. Specific requirements for individual units of work are included in the appropriate sections in Divisions 2 through 33.
- C. Time of closeout is directly related to "Substantial Completion"; therefore, the time of closeout may be either a single time period for the entire Work or a series of time periods for individual elements of the Work that have been certified as substantially complete at different dates. This time variation, if any, shall be applicable to the other provisions of this section.

1.3 CLOSEOUT SUBMITTALS

- A. As Built Drawings: Maintain a set of prints of the Contract Drawings as As Built Drawings. Mark to show actual installation where installation varies from that shown originally.
 - 1. Identify and date each record Drawing; include the designation "PROJECT AS BUILT DRAWING" in a prominent location.
 - 2. Do not use As Built documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to As Built documents for the Architect's reference during normal working hours.
 - 3. Maintain a set of blue or black line prints of contract drawings and shop drawings in a clean, undamaged condition. Mark-up the set of As Built documents to show the actual installation where the installed work varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing the actual "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at the corresponding location on the working drawings. Give particular attention to concealed work that would be difficult to measure and record at a later date.

4. Mark As Built sets with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.
 5. Mark-up new information, which is known to be important to the Owner, but for some reason was not shown on either contract drawings or shop drawings.
 6. Note related change-order numbers where applicable.
 7. Organize As Built drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
 8. Upon completion of mark-up, submit complete set of As Built data to the Architect for the Owner's records.
- B. Operation and Maintenance Data: Submit three copies of manual. Organize data into three-ring binders with identification on front and spine of each binder, and envelopes for folded drawings. Organize operating and maintenance data into suitable sets of manageable size. Bind data into individual binders properly identified and indexed. Bind each set of data in a heavy-duty 2-inch, 3-ring vinyl-covered binder, with pocket folders for folded sheet information. Mark the appropriate identification on both front and spine of each binder. Include the following:
1. Manufacturer's operation and maintenance documentation.
 2. Maintenance and service schedules.
 3. Maintenance service contracts.
 4. Emergency instructions.
 5. Spare parts list.
 6. Wiring diagrams.
 7. Copies of warranties.
 8. Recommended "turn-around" cycles.
 9. Inspection procedures.
 10. Shop drawings and product data.

1.4 CLOSEOUT PROCEDURES

- A. Substantial Completion: Before requesting Substantial Completion inspection, complete the following:
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents. Submit roof warranty certificate.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, fire marshal inspections, operating certificates, and similar releases.
 5. Submit As Built Drawings, operation and maintenance manuals, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items.
 7. Make final changeover of permanent locks and deliver keys to Owner.

8. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities and services from the project site, along with construction tools and facilities, mock- ups, and similar elements.
 9. Remove temporary facilities and controls.
 10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 11. Complete final cleaning requirements, including touchup painting.
 12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. In the progress payment request that coincides with, or is the first request following, the date substantial completion is claimed, show either 100% completion for the portion of the Work claimed as "substantially complete", and list incomplete items, the value of incomplete work, and reasons for the Work being incomplete.
1. Include supporting documentation for completion as indicated in these contract documents. Submit a statement showing an accounting of changes to the Contract Sum.
- C. Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.
- D. Inspection Procedures: Upon receipt of the Contractor's request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled prerequisites.
- E. Following the initial inspection, the Architect will either prepare the certificate of substantial completion, or will advise the Contractor of work which must be performed before the certificate will be issued. The Architect will repeat the inspection when requested and when assured that the Work has been substantially completed.
1. Results of the completed inspection will form the initial "punch-list" for final acceptance.
- 1.5 PREREQUISITES TO FINAL ACCEPTANCE
- A. Complete the following before requesting the Architect's final inspection for certification of final acceptance, and final payment as required by the General Conditions. List known exceptions, if any, in the request.
1. Submit the final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

2. Submit a certified copy of the Architect's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the Architect.
 3. Submit consent of surety.
 4. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 5. Submit a No-lien certificate.
- B. Reinspection Procedure: The Architect will reinspect the Work upon receipt of the Contractor's notice that the work, including punch-list items resulting from earlier inspections, has been completed, except for these items whose completion has been delayed because of circumstances that are acceptable to the Architect.
1. Submit a written request for final inspection for acceptance. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare final Certificate for Payment after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.
 2. Upon completion of reinspection, the Architect will either prepare a certificate of final acceptance, or will advise the Contractor of work that is incomplete or of obligations that have not been fulfilled, but are required for final acceptance.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance.
1. Verify compatibility with and suitability of substrates.
 2. Examine roughing-in for mechanical and electrical systems.
 3. Examine walls, floors, and roofs for suitable conditions.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Take field measurements as required to fit the Work properly. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication.
- D. Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- E. Surface and Substrate Preparation: comply with manufacturer's written recommendations for preparation of substrates to receive subsequent work.

3.2 CONSTRUCTION LAYOUT AND FIELD ENGINEERING

- A. Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the existing building.

3.3 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated. Make vertical work plumb and make horizontal work level.
 - 1. Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections to form hairline joints.
 - 2. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 3. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations.
- C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- D. Use products, cleaners, and installation materials that are not considered hazardous.
- E. Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place. Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed.

3.4 CUTTING AND PATCHING

- A. Provide temporary support of work to be cut. Do not cut structural members or operational elements without prior written approval of Architect.
- B. Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- C. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - 2. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

3.5 FINAL CLEANING

- A. Clean Project site and work areas daily, including common areas. Dispose of materials lawfully.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
 - 3. Remove debris from concealed spaces before enclosing the space.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion:
 - 1. Remove labels that are not permanent.
 - 2. Clean exposed exterior and interim hard-surfaced finishes to a dust-free condition, free of dust, stains, films and similar noticeable distracting substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean.
 - 3. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures, lamps, globes, and reflectors.
 - 4. Clean Project site, yard, and grounds, in areas disturbed by construction activities. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.
 - 5. Provide final cleaning of the Work at the time indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to the condition expected from a normal, commercial building cleaning and maintenance program. Comply with the manufacturer's instructions for operations.
- C. Removal of Protection: Except as otherwise indicated or requested by the Architect, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.
- D. Compliance: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at the site. Do not bury debris or excess materials on the Owner's property. Do not discharge paint of any kind, volatile or other harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
 - 1. Where extra materials of value remaining after completion of associated work have become the Owner's property, dispose of these materials to the Owner's best advantage as directed.

3.6 DEMONSTRATION AND TRAINING

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system. Include a detailed review of the following:
 - 1. Include instruction for basis of system design and operational requirements, review of documentation, emergency procedures, operations, adjustments, troubleshooting, maintenance, and repairs.
 - 2. As part of this instruction provide a detailed review of the following items:
 - a. Maintenance manuals
 - b. Record documents
 - c. Spare parts and materials
 - d. Tools
 - e. Lubricants
 - f. Fuels
 - g. Identification systems
 - h. Control sequences
 - i. Cleaning
 - j. Warranties bonds, maintenance agreements and similar, continuing commitments.
 - 3. As part of this instruction for operating equipment demonstrate the following procedures:
 - a. Start-up
 - b. Shut-down
 - c. Emergency operations
 - d. Noise and vibration adjustments
 - e. Economy and efficiency adjustments
 - f. Effective energy utilization

END OF SECTION 017000

SECTION 017329 - CUTTING AND PATCHING AND REPAIR

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

- A. Definition: Whether noted on plans or not, "Cutting and patching and repair" includes cutting into existing construction to provide for the installation or performance of other work, repair or patching as required to conceal evidence of new work at existing conditions, and subsequent fitting and patching required to restore surfaces to their original condition. Also any repair work required to restore existing conditions to this original condition before any work of this project occurred and to provide final visual and aesthetic appearance acceptable to the Architect.
 - 1. Cutting and patching and repair is performed for coordination of the work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed, for installation of any new work, or for other similar purposes.
 - 2. Cutting and patching and repair performed during the manufacture of products, or during the initial fabrication, erection or installation processes is not considered under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be cutting and patching and repair.
- B. Refer to other sections of these specifications for specific cutting and patching requirements and limitations applicable to individual units of work.
 - 1. Unless otherwise specified requirements of this sections apply to mechanical and electrical work. Refer to any and all specification sections for additional requirements and limitations on cutting and patching and repair of mechanical and electrical work.

1.3 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.
- B. Before cutting and patching the following categories of work, obtain the Architect's approval to proceed with cutting and patching as described in the procedural proposal for cutting and patching.
 - 1. Structural steel.
 - 2. Miscellaneous structural metals, including lintels, equipment supports, stair systems and similar categories of work.
 - 3. Structural concrete.

4. Foundation construction.
 5. Timber and primary wood framing.
 6. Bearing and retaining walls.
 7. Structural decking.
 8. Exterior wall construction.
 9. Piping, ductwork, vessels and equipment.
- C. Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.
- D. Before cutting and patching and repair the following elements of work, and similar work elements where directed, obtain the Architect's approval to proceed with cutting and patching as proposed in the proposal for cutting and patching and repair.
1. Primary operational systems and equipment.
 2. Water/moisture/vapor/air/smoke barriers, membranes and flashings.
 3. Noise and vibration control elements and systems.
 4. Control, communication, conveying, and electrical wiring systems.
- E. Visual Requirements: Do not cut and patch and repair areas or work exposed on the building's exterior or in its occupied spaces, in a manner that would, in the Architect's opinion, result in lessening the building's aesthetic qualities. Do not perform work without patching and repairing existing conditions in a manner that would result in substantial visual evidence of work. Remove and replace work judged by the Architect to be cut and patched in a visually unsatisfactory manner.

1.4 SUBMITTALS

- A. Procedural Proposal: Where prior approval of cutting and patching and repair is required, submit proposed procedures for this work well in advance of the time work will be performed and request approval to proceed. Include the following information, as applicable, in the submittal:
1. Describe nature of the work and how it is to be performed, indicating why cutting and patching cannot be avoided. Describe anticipated results of the work in terms of changes to existing work, including structural, operational, and visual changes as well as other significant elements.
 2. List products to be used and firms that will perform work.
 3. Give dates when work is expected to be performed.
 4. List utilities that will be disturbed or otherwise be affected by work, including those that will be relocated and those that will be out-of-service temporarily. Indicate how long utility service will be disrupted.
 5. Where cutting and patching and repair of structural work involves the addition of reinforcement, submit details and engineering calculations to show how that reinforcement is integrated with original structure to satisfy requirements.
 6. Approval by the Architect to proceed with cutting and patching and repair work does

not waive the Architect's right to later require complete removal and replacement of work found to be cut and patched and repaired in an unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Except as otherwise indicated, or as directed by the Architect, use materials for cutting and patching and repairing that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal-or-better performance characteristics.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Before cutting, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.
- B. Before the start of cutting work, meet at the work site with all parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict between the various trades. Coordinate layout of the work and resolve potential conflicts before proceeding with the work.

3.2 PREPARATION

- A. Temporary Support: To prevent failure provide temporary support of work to be cut.
- B. Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.
 - 1. Avoid interference with use of adjoining areas or interruptions of free passage to adjoining areas.
- C. Take precautions not to cut existing pipe, conduit, or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching and repair work. Except as otherwise indicated or as approved by the Architect, proceed with cutting and patching at the earliest feasible time and complete work without delay.
- B. Cutting: Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.

1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
 2. By-pass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be removed, relocated or abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After by-pass and cutting, cap, valve or plug and seal tight remaining used portion of pipe and conduit to prevent entrance of moisture or other foreign matter. Remove all abandoned wire, conduit and piping back to origin.
- C. Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
1. Where feasible, inspect and test patched areas to demonstrate integrity of work.
- D. Restore exposed finishes of patched areas and all areas of new work and where necessary extend finished restoration into retained adjoining work in a manner which will eliminate evidence of new work, patching and refinishing.
- E. Where removal of walls or partitions extends one finished area into another finished area, patch and repair floor and wall and ceiling surfaces in the new space to provide an even surface of uniform color and appearance. If necessary to achieve uniform color and appearance, remove existing floor and wall coverings and replace with new materials.
1. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coat.
- F. Patch and repair existing ceilings as necessary to provide an even plan surface of uniform appearance.
- 3.4 CLEANING
- A. Thoroughly clean areas and spaces where work is performed or used as access to work. Remove completely point, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION 017329

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Items indicated to be removed and salvaged remain Owner's property. Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse. Include fasteners or brackets needed for reattachment elsewhere.
- B. Comply with EPA regulations and hauling and disposal regulations of authorities having jurisdiction. Comply with ANSI A10.6 and NFPA 241.
- C. Predemolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces. Submit before Work begins.
- D. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- E. It is not expected that hazardous materials will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 DEMOLITION

- A. Requirements for Building Reuse:
 - 1. Maintain existing building structure (including structural floor and roof decking) and envelope (exterior skin and framing, excluding window assemblies and nonstructural roofing material) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
 - 2. Maintain existing interior nonstructural elements (interior walls, doors, floor coverings, and ceiling systems) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
- B. Maintain services/systems indicated to remain and protect them against damage during selective demolition operations. Before proceeding with demolition, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of the building.

- C. Locate, identify, shut off, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
- D. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- E. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- F. Provide temporary weather protection to prevent water leakage and damage to structure and interior areas.
- G. Protect walls, ceilings, floors, and other existing finish work that are to remain. Erect and maintain dustproof partitions. Cover and protect furniture, furnishings, and equipment that have not been removed.
- H. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
- I. Promptly remove demolition waste materials from Project site and legally dispose of them. Do not burn demolished materials.
- J. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing before demolition operations began.

END OF SECTION 024119

SECTION 055200 - METAL RAILINGS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data Shop Drawings structural analysis data signed and sealed by a qualified professional engineer registered in the state where Project is located and manufacturer's color charts showing the full range of colors available for powder-coat finishes.

PART 2 - PRODUCTS

2.1 RAILING SYSTEMS

- A. Provide railings capable of withstanding a uniform load of 50 lbf/ ft. and a concentrated load of 200 lbf applied to handrails and top rails of guards in any direction. Uniform and concentrated loads need not be assumed to act concurrently.
- B. Provide railing infill capable of withstanding a concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft. . Infill load and other railing loads need not be assumed to act concurrently.
- C. For glass-supported railings, support each section of top rail by a minimum of three glass panels or by other means so top rail will remain in place if any one panel fails.

2.2 METALS

- A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Steel Pipe: ASTM A 53, Schedule 40.
- C. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.

2.3 OTHER MATERIALS

- A. Nonshrink, Nonmetallic Grout: ASTM C 1107; recommended by manufacturer for exterior applications.

2.4 FABRICATION

- A. Assemble railing systems in shop to the greatest extent possible. Use connections that maintain structural value of joined pieces.
- B. Form changes in direction of railing members by bending.
- C. Fabricate railing systems and handrails for connecting members by welding.
- D. Provide manufacturer's standard, flanges, miscellaneous fittings, and anchors to connect handrail and railing members to other construction.

2.5 FINISHES

- A. Steel Railings: Powder coat.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Fit exposed connections accurately together to form tight, hairline joints.
- B. Set railings accurately in location, alignment, and elevation and free of rack.
- C. Anchor posts in concrete by forming or core-drilling holes 4 inches deep and 3/4 inch greater than OD of post. Fill annular space between post and concrete with nonshrink, nonmetallic grout.

END OF SECTION 055200

SECTION 099100 - PAINTING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals:
 - 1. Product Data
 - 2. Samples.
- B. Mockups: Full-coat finish Sample of each type of coating, color, and substrate, applied where directed.
- C. Extra Materials: Deliver to Owner 1 gal. of each color and type of finish coat paint used on Project, in containers, properly labeled and sealed.

PART 2 - PRODUCTS

2.1 PAINT

- A. Products:
 - 1. Sherwin Williams Pro Mar 200 Zero VOC
 - 2. Benjamin Moore Regal Select.
- B. Material Compatibility: Provide materials that are compatible with one another and with substrates.
 - 1. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. Use interior paints and coatings that comply with the following limits for VOC content:
 - 1. Flat Paints and Coatings: 0 g/L.
 - 2. Nonflat Paints, Coatings: 0 g/L.
 - 3. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 100 g/L.
 - 4. Floor Coatings: 0 g/L.
 - 5. Primers, Sealers, and Undercoaters: 100 g/L.
 - 6. Zinc-Rich Industrial Maintenance Primers: 100 g/L.
- D. Colors: As selected by Architect.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Comply with recommendations in MPI's "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove hardware, lighting fixtures, and similar items that are not to be painted. Mask items that cannot be removed. Reinstall items in each area after painting is complete.
- C. Clean and prepare surfaces in an area before beginning painting in that area. Schedule painting so cleaning operations will not damage newly painted surfaces.

3.2 APPLICATION

- A. Comply with recommendations in MPI's "MPI Architectural Painting Specification Manual" applicable to substrates indicated as noted in the paint application schedules.
- B. Paint exposed surfaces, new and existing, unless otherwise indicated.
 - 1. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces.
 - 2. Paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint the back side of access panels.
 - 4. Color-code mechanical piping in accessible ceiling spaces.
 - 5. Do not paint prefinished items, items with an integral finish, operating parts, and labels unless otherwise indicated.
- C. Apply paints according to manufacturer's written instructions.
 - 1. Use brushes only for exterior painting and where the use of other applicators is not practical.
 - 2. Use rollers for finish coat on interior walls and ceilings.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
 - 1. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- E. Apply stains and transparent finishes to produce surface films without color irregularity, cloudiness, holidays, lap marks, brush marks, runs, ropiness, or other imperfections. Use multiple coats to produce a smooth surface film of even luster.

3.3 INTERIOR PAINT APPLICATION SCHEDULE

A. Concrete, Nontraffic Surfaces:

1. Water based epoxy color floor coating: 3 coats, 2.0 mils each coat (low VOC, low odor, two-component, catalyzed waterborne, polyamide epoxy floor coating, gloss finish.

B. Clay Masonry:

1. Eggshell Latex: Three coats: MPI INT 4.1A.

C. Concrete Masonry Units:

1. Eggshell Latex: Two coats over latex block filler: MPI INT 4.2A.

D. Steel:

1. Semigloss Latex: Two coats quick-drying alkyd primer: MPI INT 5.1Q.

E. Galvanized Metal:

1. Semigloss Latex: Two coats over waterborne galvanized-metal primer: MPI INT 5.3J.

F. Aluminum:

1. Semigloss Latex: Two coats] over quick-drying primer for aluminum: MPI INT 5.4H.

END OF SECTION 099100

SECTION 133417 – ALUMINUM BLEACHERS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the following:
 - 1. The work consists of providing labor, materials, equipment, engineering, installation and supervision of an elevated aluminum angle bleacher system, including but not limited to the following:
 - a. Semi-Closed Decking System
 - b. Handrails / Guardrails
 - 2. The construction and design of the bleacher shall be in compliance with the - International Building Code, 2009.
 - 3. Dimensions / Capacities
 - a. The overall length and layout shall be as per plans. Verify exact dimensions in field
 - b. The number of rows shall be as per plans.
 - c. The height of the front walkway shall be 36 inches.
 - d. The rise per row shall be 17 inches (minimum).
 - e. The depth per row shall be 30 inches (minimum).

1.3 SYSTEM PERFORMANCE REQUIREMENTS

- A. General: Provide a complete, system of mutually dependent components and assemblies that form a system capable of withstanding structural and other loads, thermally-induced movement, and exposure to weather without failure. Include primary and secondary framing, Closed Decking System, handrails /guardrails, and accessories complying with requirements indicated, including those in this Article.
- B. Structural Performance: Provide system capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - 1. Design Loads / Structural – Framing Members
 - a. Dead Loading: 6 PSF for understructure
 - b. Live Loads: 100 PSF for understructure
 - 2. Design Loads / Decking System

- a. Dead Loading: 6 PSF for decking, platforms, stairs and ramps
 - b. Live Loads: 100 PSF for decking, platforms, stairs and ramps
 - c. Sway loads of 24 PLF per row parallel to seat and 10 PLF per row perpendicular to seat run.
- 3. Design Loads / Handrail / Guardrail
 - a. 50 PLF in any direction
 - b. 200 LB Concentrated load any direction
- 4. Design Loads / Seat Boards
 - a. Live Loads: 120 PLF for seating

1.4 SUBMITTALS

- A. Shop Drawings: Submit manufacturer's approval drawings. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of the following bleacher system components:

- 1. Structural framing:
 - a. Primary and secondary framing including but not limited to the following:
 - 1. Vertical & Horizontal Members
 - 2. Bracing
 - 3. Connecting hardware
- 2. Semi-Closed Decking System:
 - a. Decking
 - c. Supports for Seats
 - d. Hardware
- 3. Handrails / Guardrails

- B. Proposal Drawings: Submit the following schematic design plans:

- 1. Plan showing general design and locations
 - 2. A decking and aisle layout plan

1.5 QUALITY ASSURANCE

- A. Erector Qualifications: An experienced erector who has specialized in erecting and installing bleachers similar in material, design, and extent to that indicated for this Project.

- B. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installation of bleacher systems that are similar to those indicated for this Project in material, design and extent. All approval drawings and calculations shall bear the seal of a registered professional engineer.
- C. Quality Control: Manufacturer's written quality control for manufacturing, shipping and installation shall be submitted with bid.
- D. Standards and Guidelines: Comply with the provisions of the following codes, specifications and standards, latest editions, except as otherwise noted or specified:
 - 1. Aluminum Association of American
 - 2. American Welding Society (AWS)
 - 3. Americans with Disabilities Act (ADA)-2010
 - 4. International Building Code (IBC)-2021
- E. Site visitation: Contractor and Subcontractors shall visit the job site prior to the bid date.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver components, and other manufactured items so as not to be damaged or deformed. Package items for protection during transportation and handling. Handling: Unload items to prevent bending, warping, twisting and surface damage.
- B. Do not store items on the job site in contact with other materials that might cause staining, denting or other surface damage.

1.7 WARRANTY

- A. All products shall carry, after proper erection, and under normal use for the type of structure a one (1) year warranty against all defects in materials and workmanship.

PART 2- PRODUCT

2.1 UNDERSTRUCTURE:

- A. The understructure of the system shall consist of a series of aluminum frames spaced at intervals of no more than 6'-0" and joined by means of aluminum sway braces.
- B. Each frame line shall consist of vertical members, adequate diagonal braces, and horizontal members welded to form the rise per row and back-to-back spacing between seat rows as indicated.
- C. All welded connections shall be by certified aluminum welders, and all mating parts shall be welded on all sides to assure adequate strength.

- D. Horizontal and Vertical members shall be constructed of structural aluminum angle, alloy 6061-T6, mill finish.
- E. Sway braces must be constructed of aluminum angle, alloy 6061-T6, and mill finish.

2.4 DECKING SYSTEM: "Semi-Closed Decking System"

A. Decking System

1. Decking shall consist of nominal 2" tall aluminum planking to provide gap coverage consistent with the IBC 2021.
2. Individual extrusions shall be 1-3/4" in height and a minimum aluminum wall thickness of .078" and be aluminum alloy 6063-T6.
3. Walking surface shall be fluted non-skid.
4. At locations where decking extrusions meet end to end a dual splice sleeve shall be installed and fastened at one point only to allow for the continual expansion and contraction of the extrusion.
5. End caps shall be of a heavy-duty, clamping, channel design, fastened to the underside of the plank with aluminum rivets.
6. End caps shall match in both color and finish to the extrusion to which they will attach.
7. End caps shall be a single, full-length piece.
8. The decking system face shall be extruded aluminum; alloy 6063-T6 with a mill finish.
9. The face shall attach using extruded aluminum bolt clips, designed to clamp the face to the supporting structure and hot dipped galvanized carriage bolts, lock washers, and hex nuts. Self-drilling fasteners are prohibited.
10. The face shall be structurally connected to every frame line.
11. The face extrusion shall be of sufficient height that the resulting gap between the face and upper row footboard shall be less than 1/2".

C. Decking System Seat Supports

1. The decking system seat support shall be of extruded aluminum angle, alloy 6061-T6, and mill finish.
2. Seat support shall be mounted directly against the vertical portion of the understructure.

D. Decking System Handrails

1. The decking system handrails shall be 1-5/8" schedule 40 anodized aluminum pipe.
2. System shall have an intermediate handrail with the top of rails set as per drawings.

E. Decking System Hardware

1. All bolts, washers and nuts shall be galvanized.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with erector present, for compliance with requirements for installation tolerances and other conditions affecting performance of bleacher system.
- B. Before erection proceeds, survey elevations and locations of concrete to receive structural framing. Verify compliance with requirements and manufacturer's tolerances.

3.2 ERECTION

- A. Erect system according to manufacturer's written instruction and erection drawings.
- B. Do not field cut, drill or alter structural members without written approval from bleacher system manufacturer's professional engineer.
- C. Set structural framing in locations and to elevations as indicated.

3.3 CLEANING AND PROTECTION

- A. Clean all metal surfaces promptly after installation of work.
- B. Exercise care to avoid damage to protective coatings and finishes.
- C. Remove all excess construction material and dispose of all debris.

END OF SECTION 133417