MAINTENANCE BUILDING ROOF REPLACEMENT

FOR

NICHOLLS STATE UNIVERSITY

GHC PROJECT NO.: 2407

PROJECT MANUAL

GOSSEN HOLLOWAY CORTEZ
A Professional Architectural Corporation
315 E 2nd St, Thibodaux, LA 70301
Phone: 985-447-9229

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ARCHITECT'S PROJECT NO. 2407

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MAY 1, 2026

ARCHITECT

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"A PROFESSIONAL ARCHITECTURAL CORPORATION"

315 EAST SECOND STREET, THIBODAUX, LA 70301

OFFICE: 985-447-9229

EMAIL: info@ghcaarchitects.com

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PROVISIONS RELATING TO EQUAL BRAND PRODUCTS AND PRIOR APPROVALS

I. **EQUAL BRAND PRODUCTS.** In accordance with La. R.S. 38:2212(T) and 38:2295, references in the Bid Documents to a brand, make, manufacturer, model, catalog number, or definite specification are intended to establish the required standard of function, dimension, appearance, character, and quality. Such references do not restrict Bidders to the named product, except where a closed specification has been lawfully authorized and expressly identified. Equivalent products may be acceptable only as provided in the Bid Documents and subject to the Architect's written determination of equivalency.

II. **IDENTIFICATION OF NAMED PRODUCTS.** When a particular brand, make of material, device, or equipment is specified "or equal," the named product shall be regarded as a standard and shall be adequately identified by at least its model or catalog number, as applicable.

III. **PRIOR APPROVAL REQUESTS.** A potential supplier seeking approval of a product other than one specified in the Bid Documents shall submit a complete written request to the Architect no later than fourteen (14) working days prior to the opening of bids and in the manner required by the Instructions to Bidders, Paragraph 3.3.2. "Working days" means Monday through Friday, excluding recognized holidays and declared emergencies. The request shall identify the specified product and the proposed manufacturer and model or series and shall include complete product data, drawings, cuts, performance and test data, samples when requested, and a statement identifying all changes to dimensions, utilities, adjacent materials, equipment, warranties, installation, or other Work that use of the proposed product would require. The potential supplier bears the burden of demonstrating complete equivalency.

IV. **ARCHITECT RESPONSE.** Within ten (10) days, exclusive of holidays and weekends, after submission, the Architect shall furnish written approval or denial to both the Public Entity and the potential supplier. If the Architect fails to respond within that period, the bid opening shall be extended at least seven (7), but not more than twenty-one (21), working days in accordance with La. R.S. 38:2295(C).

V. **ADDENDA.** In accordance with the Instructions to Bidders, Paragraph 3.3.3, any prior approval will be set forth in an Addendum issued before the opening of bids. The Addendum shall identify the approved manufacturer and model or series, as applicable. Bidders shall not rely upon verbal statements, correspondence, shop drawing comments, or approvals made in any other manner. Addenda shall be issued and the bid opening extended when required by La. R.S. 38:2212(O).

VI. **BASIS OF BID.** Each Bidder shall base its bid solely upon the materials, systems, and equipment described in the Bid Documents, as modified by Addenda. A product that is neither specified nor approved by Addendum shall not be used as the basis of a bid. A request submitted after the opening of bids is not a pre-bid prior approval and will be considered, if at all, only under the substitution provisions of the Contract Documents.

   a. **NOTE:** These provisions are further developed and clarified in the Instructions to Bidders, Article 3, Paragraph 3.3, Substitutions (Prior Approval Required).

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within (120) consecutive calendar days, subject to such extensions as may be granted under Paragraph 8.3, in the General Conditions and the Supplementary Conditions, and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

LIQUIDATED DAMAGES:

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

TAX EXEMPTION:

The project is to be exempt from sales and use taxes imposed by any taxing authority. The successful contractor / subcontractors will be required to submit the appropriate tax exemption form To apply for Louisiana tax exemption, contractors must have a LaTAP account and be registered for Sales Tax in order to submit the application. The Form R-85012 application can now only be filed electronically through Louisiana Taxpayer Access Point (LaTAP). The application must include the LaGov contract number which can be found on the executed contract, a brief project description, Notice to Proceed (NTP) start and end dates, and an uploaded copy of the executed contract. The following is information to include on the form for the project:

Public Entity: Facility Planning and Control
LDR Sales Tax Account #: N/A

For assistance or questions on this process, contact the following:

LaTAP Questions or Assistance: Call (855) 307 3893 or email Taxpayer.AccessPoint@LA.GOV
Application Process Questions: LDRSales.ExemptionApplications@la.gov
General Sales Tax Questions: Sales.inquiries@la.gov
Exemption Qualification Questions: PolicySales@la.gov
Legal Interpretation Questions: PolicySales@la.gov

ARTICLE 1

DEFINITIONS

1.1 The Bid Documents shall include the following:

Advertisement for Bids
Instructions to Bidders
Bid Form
Bid Bond Form
General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition
Supplementary Conditions
Contract Between Owner and Contractor and Performance and Payment Bond and Non-Collusion Affidavit
Attestations Affidavit – 10 day document
User Documents (if applicable)
Pre-Construction Conference Agenda
Schedule of Values
Change Order Form
Recommendation of Acceptance
Partial Occupancy Form
Building Plaque *(if applicable)*
Asbestos Abatement (if applicable)
Other Documents (if applicable)
Specifications & Drawings
Addenda issued during the bid period to be acknowledged on the Bid Form

1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 and the Supplementary Conditions are applicable to the Bid Documents.

1.3 Addenda are written and/or graphic instruments issued by the Designer prior to the opening of bids, which modify or interpret the Bid Documents by additions, deletions, clarifications, corrections and prior approvals.

1.4 A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bid Documents.

1.5 Base bid is the sum stated in the bid for which the Bidder offers to perform the work described as the base, to which work may be added, or deleted for sums stated in alternate bids.

1.6 An alternate bid (or alternate) is an amount stated in the bid to be added to the amount of the base bid if the corresponding change in project scope or materials or methods of construction described in the Bid Documents is accepted.

1.7 A Bidder is one who submits a bid for a prime Contract with the Owner for the work described in the Bid Documents.

1.8 A Sub-bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.

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

ARTICLE 2

PRE-BID CONFERENCE

2.1 A Pre-Bid Conference shall be held at least 10 days before the date for receipt for bids. The Designer shall coordinate the setting of the date, time and place for the Pre-Bid Conference with the User and shall notify, in writing, the Owner and all who have received sets of the Bid Documents to attend. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Bid Documents, and to receive comments and information from interested Bidders. If the Pre-Bid Conference is stated in the Advertisement for Bids to be a Mandatory Pre-Bid Conference, bids shall be accepted only from those Bidders who attend the Pre-Bid Conference. Bidders who are not in attendance for the **entire** Pre-Bid Conference will be considered to have not attended.

2.2 Any revision of the Bid Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum.

ARTICLE 3

BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

3.1.1 He has read and understands the Bid Documents and his bid is made in accordance therewith.

3.1.2 He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.

3.1.3 His bid is based solely upon the materials, systems and equipment described in the Bid Documents, as advertised and as modified by addenda.

3.1.4 His bid is not based on any verbal instructions contrary to the Bid Documents and addenda.

3.1.5 He is familiar with Code of Governmental Ethics requirement that prohibits public servants and/or their immediate family members from bidding on or entering into contracts; he is aware that the Designer and its principal owners are considered Public Servants under the Code of Governmental Ethics for the limited purposes and scope of the Design Contract with the State on this Project (see Ethics Board Advisory Opinion, No. 2009-378 and 2010-128); and neither he nor any principal of the Bidder with a controlling interest therein has an immediate family relationship with the Designer or any principal within the Designer's firm (see La. R.S. 42:1113). Any Bidder submitting a bid in violation of this clause shall be disqualified and any contract entered into in violation of this clause shall be null and void.

3.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable.

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

ARTICLE 4

BID DOCUMENTS

4.1 Copies

4.1.1 The Designer shall provide the Bid Documents in electronic format. They may be obtained without charge and without deposit as stated in the Advertisement for Bids.

4.1.2 Printed copies will not be available from the Designer, but arrangements can be made to obtain them through most reprographic firms and/or plan rooms. All plan holders are responsible for their own reproduction costs.

4.1.3 Complete sets of Bid Documents shall be used in preparing bids; neither the Owner nor the Designer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

4.1.4 The Owner or Designer in making the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

4.2 Interpretation or Correction of Bid Documents

4.2.1 Bidders shall promptly notify the Designer of any ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents or of the site and local conditions.

4.2.2 Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Designer, at least seven days prior to the date for receipt of bids.

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

4.3 Substitutions

4.3.1 The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. All substitutions shall be in accordance with La. R.S. 38:2212(T)(2).

4.3.2 For closed specifications, when a potential supplier submits a particular product for prior approval other than a product specified in the Bid Documents, said product will not be considered unless written request for approval has been submitted by the Bidder and has been received by the Designer at least fourteen (14) working days prior to the opening of bids. (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 a complete description of the proposed substitution, including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitution would require shall be included. It shall be the responsibility of the Bidder to include in his bid all changes required of the Bid Documents if the proposed product is used. Prior approval, if given, is contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

4.3.3 If the Designer approves any proposed substitution, such approval shall be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

4.4 Addenda

4.4.1 Addenda will be transmitted to all who are known by the Designer to have requested and/or received a complete set of Bid Documents.

4.4.2 Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose.

4.4.3 In accordance with La. R.S. 38:2212(O)(2)(b) addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If the necessity arises of issuing an addendum modifying plans and specifications within the seventy-two (72) hour period prior to the advertised

time for the opening of bids, then the opening of bids shall be extended at least seven but no more than twenty-one (21) working days, without the requirement of re-advertising. FPC shall be consulted prior to issuance of such an addendum and shall approve such issuance. The revised time and date for the opening of bids shall be stated in the addendum.

4.4.4 Each Bidder shall ascertain from the Designer prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

4.4.5 The Owner shall have the right to extend the bid date by up to (30) thirty days without the requirement of re-advertising. Any such extension shall be made by addendum issued by the Designer.

ARTICLE 5

BID PROCEDURE

5.1 Form and Style of Bids

5.1.1 Bids shall be submitted on the Louisiana Uniform Public Work Bid Form provided by the Designer for this project.

5.1.2 The Bidder shall ensure that all applicable blanks on the Bid Form are completely and accurately filled in.

5.1.3 Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

5.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the bid or his authorized representative.

5.1.5 Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the bid non responsive and shall cause its rejection.

5.1.6 Bidders are cautioned to complete all unit prices should such be required in the Bid Form. Unit prices represent a price proposal to do a specified quantity and quality of work. Unit prices are incorporated into the base bid or alternates, as indicated on the Unit Price Form, but are not the sole components thereof.

5.1.7 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

5.1.8 Written evidence of the authority of the person signing the bid for the public work shall be submitted in accordance with La. R.S. 38:2212(B)(5).

5.1.9 On any bid in excess of fifty thousand dollars ($50,000.00), the Bidder shall certify that he is licensed under La. R.S. 37: 2150-2173 and show his license number on the bid above his signature or his duly authorized representative.

5.2 Bid Security

5.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of five percent (5.0%) of the base bid and all alternates.

The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a Bid Bond written by a surety company licensed to do business in Louisiana and signed by the surety's agent or attorney-in-fact. The Bid Bond shall be written on the Facility Planning and Control Bid Bond Form, and the surety for the bond must meet the qualifications stated thereon. The Bid Bond shall include the legal name of the Bidder, be in favor of the State of Louisiana, Division of Administration, Office of FPC, and shall be accompanied by appropriate power of attorney. The Bid Bond must be signed by both the Bidder/principal and the surety in the space provided on the FPC Bid Bond Form. Failure by the Bidder/principal or the surety to sign the Bid Bond shall result in the rejection of the bid.

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

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

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

5.3 Submission of Bids

5.3.1 The bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder.
The envelope shall not contain multiple bid forms, and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to FPC at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, express delivery, or misdirection by any party, shall disqualify the bid.

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

Facility Planning and Control,
P. O. Box 94095
Baton Rouge, Louisiana, 70804-9095.

Bids sent by express delivery shall be delivered to:

Facility Planning and Control
Suite 7-160
Claiborne Office Building
1201 North Third Street
Baton Rouge, Louisiana 70802

If the bid is hand delivered, it shall be delivered to:

Facility Planning and Control
Suite 7-160
Claiborne Office Building
1201 North Third Street
Baton Rouge, Louisiana 70802

On the bid opening day, 15 minutes prior to the appointed time for the opening of bids, the bid may be delivered to the Claiborne Conference Room 1-145.

5.3.2 Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in the Advertisement for Bids, or any extension thereof made by addendum. Bids received after the time and date for receipt of bids will be returned unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.

5.3.4 Oral, telephonic or telegraphic bids are invalid and shall not receive consideration. Owner shall not consider notations written on outside of bid envelope which have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.

5.4 Modification or Withdrawal of Bid

5.4.1 A bid may not be modified, withdrawn or canceled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with La. R.S. 38:2214 which states, in part, "Bids containing patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty-eight hours of the bid opening excluding Saturdays, Sundays, and legal holidays".

5.4.2 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.

5.4.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

5.4.4 Bid Security shall be in an amount sufficient for the bid as modified or resubmitted.

5.5 Prohibition of Discriminatory Boycotts of Israel

By submitting a bid, the Bidder certifies and agrees that the following information is correct:

In preparing its bid, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israel-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Bidder has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject any bid if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.

ARTICLE 6

CONSIDERATION OF BIDS

6.1 Opening of Bids

6.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud, and a tabulation abstract of the amounts of the base bids and alternates, if any, will be made available to Bidders after bid opening at https://www.doa.la.gov/doa/fpc/project-administration-state/construction-bid-advertisements-and-results/

6.2 Rejection of Bids

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

6.3 Acceptance of Bid

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

ARTICLE 7

POST-BID INFORMATION

7.1 Submissions

7.1.1 At the Pre-Construction Conference, the Contractor shall submit the following information to the Designer.

7.1.1.1 A designation of the work to be performed by the Contractor with his own forces.

7.1.1.2 A breakdown of the Contract cost attributable to each item listed in the Schedule of Values Form. No payments will be made to the Contractor until this is received.

7.1.1.3 The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.

7.1.1.4 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, suppliers and labor.

7.1.2 The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

The General Contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's or Material Supplier's failure to perform. Failure to perform includes, but is not limited to, a Subcontractor's financial failure, abandonment of the project, failure to make prompt delivery, or failure to do work up to standard. Under no circumstances shall the Owner mitigate the General Contractor's losses or reimburse the General Contractor for losses caused by these events.

7.1.3 The lowest responsive and responsible Bidder shall submit to the Designer and the Owner within ten days after the bid opening a letter/letters from the manufacturer stating that the manufacturer

will issue the roof system guarantee complying with the requirements of FPC based on the specified roof system and include the name of the applicator acceptable to the manufacturer at the highest level of certification for installing the specified roof system. This manufacturer shall be one that has received prior approval or is named in the specifications.

In accordance with La. R.S. 38:2227 [references La. R.S. 38:2212(A)(3)(c)(ii), which has since been renumbered as La. R.S. 38:2212(B)(3)(a)], La. R.S. 38:2212.10 and La. R.S. 23:1726(B) the apparent low Bidder on this project shall submit the completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package to FPC within 10 days after the opening of bids**.** The Attestations Affidavit may also be submitted in the bid envelope.

ARTICLE 8

PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of $500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the $500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the State of Louisiana, Office of Facility Planning and Control.

8.2 Time of Delivery and Form of Bond

8.2.1 The Contractor shall deliver the required bond to the Owner simultaneous with the execution of the Contract.

8.2.2 Bond shall be in the form furnished by FPC, Entitled Contract Between Owner And Contractor And Performance And Payment Bond, a copy of which is included in the Bid Documents.

8.2.3 The Contractor shall require the Attorney-in-Fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of Attorney.

ARTICLE 9

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

9.1.1 Form of the Contract to be used shall be furnished by FPC, an example of which is bound in the Bid Documents.

9.2 Award

9.2.1 After award of the Contract and prior to Contract execution, the successful Bidder, if a corporation, shall have on file with the Louisiana Secretary of State, a Disclosure of Ownership Affidavit, in accordance with La. R.S. 12:1-1622, 12:205(C) and 12:304(A)(11).

9.2.2 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents

9.2.3 When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no

obligation to the Contractor until the Contract Between Owner and Contractor is duly executed.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Nicholls State University
906 E 1st Street
Thibodaux, Louisiana 70301

BID FOR: Maintenance Building Roof Replacement
Nicholls State University, Thibodaux, LA
Project No. 01-107-24-05, F.01004620

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: _____ _____ and dated: _____

(Owner to provide name of entity preparing bidding documents.)

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

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

_____ Dollars ($ _____)

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

Alternate No. 1 *(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 R.S. 38:2218(A) attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: **Nicholls State University**
906 E 1st Street
Thibodaux, LA 70301

(Owner to provide name and address of owner)

BID FOR: Maintenance Building Roof Replacement
Nicholls State University
906 E 1st Street
Thibodaux, LA 70301
Project No. 01-107-24-05, F.01004620

(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___ N/A			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___ N/A			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___ N/A			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___ N/A			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___ N/A			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___ N/A			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___ N/A			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___ N/A			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

Wording for "DESCRIPTION" is to be provided by the Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

BID BOND

FOR

FACILITY PLANNING AND CONTROL PROJECTS

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That_____of_____, as Principal, and_____, as Surety, are held and firmly bound unto the State of Louisiana, Division of Administration, Office of Facility Planning and Control (Obligee), in the full and just sum of five (5%) percent of the total amount of this proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

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

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

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

_____

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

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

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

2407 Nicholls State University Maintenance Building Roof Replacement

THE OWNER:
(Name, legal status and address)

Nicholls State University
906 E 1st St
Thibodaux, LA 70301

THE ARCHITECT:
(Name, legal status and address)

Gossen-Holloway-Cortez
315 East Second Street
Thibodaux, LA 70301

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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™–2017, 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. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 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 written protocols governing the use of, and reliance on, the information contained in the model 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.

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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.

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§ 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.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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satisfactory evidence as to the kind and quality of materials and equipment.

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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§ 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.

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§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

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§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial

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inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site

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inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be

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adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

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enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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entity had an insurable interest in the damaged property.

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly

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after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

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§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

- **.1** cease operations as directed by the Owner in the notice;

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.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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with respect to the initial decision.

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

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§ 15.4.4 Consolidation or Joinder

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

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

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

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition. Where any Article of the General Conditions is modified or any Section, Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Section, Article, Paragraph, Subparagraph or Clause shall remain in effect.

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

ARTICLE 1

GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1. The Contract Documents
In Section 1.1.1 delete the third sentence, and add the following sentence:
The Contract Documents shall include the Bid Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda.

1.1.8 Initial Decision Maker
Delete all after the words, "shall not show partiality to the Owner or Contractor".

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

1.5.1 Delete the first sentence of the paragraph.

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

1.7 DIGITAL DATA USE AND TRANSMISSION

In the first sentence after the words, "in digital form" delete ". The parties will use AIA Document E203 2013, Building Information Modeling and Digital Data Exhibit".

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Delete Section 1.8.

ARTICLE 2

OWNER

2.2 EVIDENCE OF THE OWNER'S FINANCIAL ARRANGEMENTS

Delete Section 2.2.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.1 In the first sentence, delete: all before "the Owner shall secure…"

Delete Section 2.3.2 and substitute the following:

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

2.3.3 Delete the words: "to whom the Contractor has no reasonable objection and".

ARTICLE 3

CONTRACTOR

3.4 LABOR AND MATERIALS

3.4.2 Delete Section 3.4.2.

Delete Section 3.4.3 and substitute with the following:

3.4.3 Contractor and its employees, officers, agents, representatives, and Subcontractors shall conduct themselves in an appropriate and professional manner, in accordance with the Owner's requirements, at all times while working on the Project. Any such individual who behaves in an inappropriate manner or who engages in the use of inappropriate language or conduct while on Owner's property, as determined by the Owner, shall be removed from the Project at the Owner's request. Such individual shall not be permitted to return without the written permission of the Owner. The Owner shall not be responsible or liable to Contractor or any Subcontractor for any additional costs, expenses, losses, claims or damages incurred by Contractor or its Subcontractor as a result of the removal of an individual from the Owner's property pursuant to this Section. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.5 WARRANTY

3.5.2 Replace reference to "Section 9.8.4" with "Section 9.8.6".

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

3.7.1 Delete Section 3.7.1.

3.7.2 In Section 3.7.2, replace the word "public" with the word "State".

Delete Section 3.7.5 and substitute the following:

3.7.5 If, during the course of the Work, the Contractor discovers human remains, unmarked burial or archaeological sites, burial artifacts, or wetlands, which are not indicated in the Contract Documents, the Contractor shall follow all procedures mandated by State and Federal law, including but not limited to La R.S. 8:671 et seq., the Office of Coastal Protection and Restoration, and Sections 401 & 404 of the Federal Clean Water Act. Request for adjustment of the Contract Sum and Contract Time arising from the existence of such remains or features shall be submitted in writing to the Owner pursuant to the Contract Documents.

3.8 ALLOWANCES

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

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

3.9 SUPERINTENDENT

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

3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

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

3.10.3 In the first sentence, delete the word "general".

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

Add the following Sections:

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

3.10.5 In the event the Owner employs a commissioning consultant, the Contractor shall cooperate fully in the commissioning process and shall require all subcontractors and

others under his control to cooperate. The purpose of such services shall be to ensure that all systems perform correctly and interactively according to the provisions of the Contract Documents.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following: This requirement is of the essence of the contract. The Architect shall determine the value of these documents and this amount shall not be approved for payment to the Contractor until all of the listed documents are delivered to the Architect in good order, completely marked with field changes and otherwise complete in all aspects.

ARTICLE 4

ARCHITECT

4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

4.2.4 In the first sentence, delete all after "The Owner and Contractor", and add the following "may communicate directly with each other, when deemed necessary by the Owner, and the Owner will notify the Architect of any decision."

4.2.10 Add the following sentence to the end of Section 4.2.10: There shall be no restriction on the Owner having a Representative.

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

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

4.2.14 Insert the following sentence between the second and third sentences of Section 4.2.14:

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

ARTICLE 5

SUBCONTRACTORS

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

Delete Section 5.2.1, and substitute the following:

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

Delete Section 5.2.2, and substitute the following:

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

Delete Sections 5.2.3 and 5.2.4 and substitute the following:

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

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete Sections 5.4, 5.4.1, 5.4.2 and 5.4.3

ARTICLE 7

CHANGES IN THE WORK

7.1 GENERAL

Add the following Sections:

7.1.4 As part of the pre-construction conference submittals, the Contractor shall submit the following prior to the Contractor's initial request for payment:

7.1.4.1 Fixed job site overhead cost itemized with documentation to support daily rates.

7.1.4.2 Bond Premium Rate with supporting information from the General Contractor's carrier.

7.1.4.3 Labor Burden by trade for both Subcontractors and General Contractor. The Labor Burden shall be supported by the Worker's Compensation and Employer's Liability Insurance Policy Information Page. Provide for all trades.

7.1.4.4 Internal Rate Charges for all significant company owned equipment.

7.1.5 If the General Contractor fails to submit the aforementioned documentation as part of the pre-construction submittals, then pay applications shall not be processed until such time as the Owner receives this information.

7.2 CHANGE ORDERS

Delete Section 7.2.1, and substitute the following Sections:

7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, the Architect, and the Contractor issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum and/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. Any reservation of rights, stipulation, or other modification made on the change order by the contractor shall have no effect.

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

7.2.2.1 Actual wages paid directly to labor personnel, with a labor burden markup exclusively limited to applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes for those labor personnel performing the Work. Wages shall be the basic hourly labor rate paid an employee exclusive of fringe benefits or other employee costs. The labor burden percentage for the "Cost of the Work" is limited to categories listed herein. Employer-provided health insurance, fringe benefits, employee training (whether a requirement of employment or not), vacation pay, etc., are examples of ineligible labor burden costs which ***shall not*** be included, as these costs are already compensated by the Overhead and Profit markup.

Supervision shall not be included as a line item in the "Cost of the Work", except when the change results in a documented delay in the critical path, as described in Section 7.2.7.

7.2.2.2 Cost of all materials and supplies necessary and required to perform the Work, identifying each item and its individual cost, including taxes. Incidental consumables are not eligible costs and shall not be included.

7.2.2.3 Cost of each necessary piece of machinery and equipment required to perform the Work, identifying each item and its individual cost, including taxes. Incidental small tools of a specific trade (i.e., shovels, saws, hammers, air compressors, etc.,) and general use vehicles, such as pickup trucks even for

moving items around the site, fuel for these general use vehicles, travel, lodging, and/or meals are not eligible and shall not be included.

7.2.2.4 Eligible Insurance costs shall be limited to documented increases in "Builder's Risk" insurance premium / costs only. Commercial General Liability, Automobile Liability, and all other required insurances, where referenced in the Contract shall be considered part of normal overhead. These costs are already compensated by the Overhead and Profit markup.

7.2.2.5 Cost for the General Contractor Performance and Payment Bond premium, where the documented cost of the premiums have been increased due to the Change Order.

7.2.3 Overhead and Profit - The Contractor and Subcontractor shall be due home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 16% 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, including overhead and profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit shall be computed for credits to the Owner and extras to the Contractor. The Owner shall receive full credit for the computed overhead and profit on credit change order items.

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:

7.2.4.1 When all of the Work is General Contractor Work; 8% markup on the Cost of the Work.

7.2.4.2 When the Work is all Subcontract Work; 8% markup on the Cost of the Work for Subcontractor's Overhead and Profit, plus 8% markup on the Cost of the Work, not including the Subcontractor's Overhead and Profit markup, for General Contractor's Overhead and Profit.

7.2.4.3 When the Work is a combination of General Contractor 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 Subcontract Work shall be computed per Section 7.2.4.2.

Premiums for the General Contractor's bond may be included, but after the markup is added to the Cost of the Work.
Premiums for the Subcontractor's Bond shall not be included.

7.2.4.4 Subcontract 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 prepare and deliver to the Architect the following information concerning the Cost of the Work, not subject to waiver, within a reasonable time after being notified to prepare said Change Order:

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

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

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

7.2.7 Extended fixed job-site costs are indirect costs that are necessary to support the work in the field. Examples of fixed job-site costs are field office rental, salaries of field office staff, field office utilities, and telephone.

Extended fixed job-site costs or equitable adjustment may be included in a Change Order due to a delay in the critical path, with the exception of weather related delays. In the event of a delay in the critical path, the Contractor shall submit all changes or adjustments to the Contract Time **within twenty-one (21) days** of the event giving rise to the delay. The Contractor shall submit documentation and justification for the adjustment by performing a critical path analysis of its most recent schedule in use prior to the change, which shows an extension in critical path activities.

The Contractor shall notify the Architect in writing that the Contractor is making a claim for extended fixed job-site overhead as required by Section 15.1.2. The Contractor shall provide proof that the Contractor is unable to mitigate financial damages through Alternate Work within this Contract or replacement work. "Replacement Work" is that work which the Contractor is obligated to perform under any construction contract separate from this Contract. Reasonable proof shall be required by the Architect that the delays affected the Completion Date.

7.2.8 "Cost of the Work" whether General Contractor cost or Subcontractor cost shall not apply to the following:

7.2.8.1 Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.

7.2.8.2 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

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

7.2.8.4 Cost of supervision refer to section 7.2.2.1, with exception as provided in Section 7.2.7.

7.2.9 When applicable as provided by the Contract, the cost to Owner for Change Orders shall be determined by quantities and unit prices. The quantity of any item shall be as

submitted by the Contractor and approved by the Architect. Unit prices shall cover cost of Material, Labor, Equipment, Overhead and Profit.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.3 In the first sentence after "following methods" insert: ", but not to exceed a specified amount".

7.3.4 From .1 of the list, delete all after "Costs of labor, including" and substitute the following "social security, old age and employment insurance, applicable payroll taxes, and workers' compensation insurance;"

Delete the following from .4 of the list: "permit fees,"

Delete Section 7.3.9 and substitute the following:

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.

ARTICLE 8

TIME

8.1 DEFINITIONS

Add the following:

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

8.2 PROGRESS AND COMPLETION

Add to Section 8.2.1 the following:

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

Delete Section 8.2.2.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 In the first sentence after the words "Owner pending" delete the words "mediation and binding dispute resolution" and add the word "litigation", and delete the last word "determine" and add the following: "recommend, subject to Owner's approval of Change Order. If the claim is not made within the limits of Article 15, all rights for future claims for that month are waived."

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

Delete Section 9.1.2.

Delete Section 9.2 and substitute the following:

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 as a basis for the Contractor's Applications for Payment and it may be used for determining the cost of the Work in deductive change orders, when a specific item of Work listed on the Schedule of Values is to be removed. Once the Schedule of Values is submitted at the Pre-Construction Conference, the schedule shall not be modified without approval from the Owner and Architect.

9.3 APPLICATIONS FOR PAYMENT

Delete Sections 9.3.1, 9.3.1.1, and 9.3.1.2 and substitute the following:

9.3.1 Monthly, the Contractor shall submit to the Architect a Facility Planning and Control – Application and Certification for Payment form, 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 La R.S. 38:2248:

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

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

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

9.3.1.4 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, consent of surety, and invoice for retainage.

Delete Section 9.3.2 and substitute the following:

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Section 9.5.1.7: Delete the word "repeated".

Delete Section 9.5.4.

9.6 PROGRESS PAYMENTS

Delete Section 9.6.1 and substitute the following:

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

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

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

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

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

Pursuant to La. R.S. 38:2242 and La. R.S. 38:2242.2, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct 125% of such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the recorder

of mortgages of the parish where the Work has been done. When the Owner receives original proof of such guarantee from the recorder of mortgages, the claim deduction will be added back to the Contract Sum.

Delete Section **9.7 FAILURE OF PAYMENT**.

Delete Section 9.8 and substitute the following:

9.8 SUBSTANTIAL COMPLETION

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

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 shall make an inspection to determine whether the Work is substantially complete. A prerequisite to the Work being considered 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 the Work can be considered 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 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 considered 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 preparation of 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 shall 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. All additive change orders must be processed before issuance of the Recommendation of Acceptance. The Owner shall not be responsible for payment for any Work associated with change orders that is not incorporated into the contract at the time of the Recommendation of Acceptance.

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

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

9.9 PARTIAL OCCUPANCY OR USE

Delete Section 9.9.1 and substitute the following:

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

9.10 FINAL COMPLETION AND FINAL PAYMENT

Delete Section 9.10.4 and replace with the following:

9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner for the following:

9.10.4.1 Claims, security interests, or encumbrances arising out of the Contract and unsettled;

9.10.4.2 failure of the Work to comply with the requirements of the Contract Documents irrespective of when such failure is discovered;

9.10.4.3 terms of special warranties required by the Contract Documents; or

9.10.4.4 audits performed by the Owner, after final payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

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

10.3 HAZARDOUS MATERIALS

10.3.1 In the second sentence after (PCB) add: "or lead".

10.3.2 After the first sentence, delete all remaining sentences.

Add at the end: "The Contract time shall be extended appropriately."

Delete Section 10.4 and substitute the following:

10.4 EMERGENCIES

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

ARTICLE 11

INSURANCE AND BONDS

AIA A101 – 2017 Exhibit A is not a part of these documents. Delete all of Sections 11.1, 11.2, 11.3, 11.4, and 11.5, and substitute the following:

INSURANCE REQUIREMENTS FOR
NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

11.2.1 Worker's Compensation

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

11.2.2 Commercial General Liability

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

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

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

Type of Construction	**Projects up to $1,000,000**	**Projects over $1,000,000 up to $10,000,000**	**Projects over $10,000,000**
New Buildings:			
Each Occurrence Minimum Limit	$1,000,000	$2,000,000	$4,000,000
Per Project Aggregate	$2,000,000	$4,000,000	$8,000,000
Renovations:	**The building(s) value for the Project is $ 584,343.00.**		
Each Occurrence Minimum Limit	$1,000,000**	$2,000,000**	$4,000,000**

Per Project Aggregate	2 times per occur limit**	2 times per occur limit**	2 times per occur limit**

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

11.2.3 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

11.2.4 Excess Umbrella

Excess Umbrella Insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

11.2.5 Builder's Risk

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

11.2.5.2 Flood coverage shall be provided by the Contractor on the first floor and below for all projects, except as otherwise noted. The builder's risk insurance policy, sub-limit for flood coverage shall not be less than ten percent (10%) of the total contract cost per occurrence. If flood is purchased as a separate policy, the limit shall be ten percent (10%) of the total contract cost per occurrence (with a max of $500,000 if NFIP). Coverage for roofing projects shall **not** require flood coverage.

11.2.5.3 A Specialty Contractor may provide an installation floater in lieu of a Builder's Risk policy, with the similar coverage as the Builder's Risk policy, upon the

system to be installed in an amount equal to the amount of the contract including any amendments. Flood coverage is not required.

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

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

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

11.2.7 Deductibles and Self-Insured Retentions

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

11.3 OTHER INSURANCE PROVISIONS

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

11.3.1.1 Worker's Compensation and Employers Liability Coverage

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

11.3.1.2 Commercial General Liability Coverage

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

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

insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance.

11.3.1.3 Builder's Risk

The policy 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 a State of Louisiana self-insurance or commercial property policy through the Office of Risk Management (ORM), Contractor and its insurer agree 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, the Contractor's insurer 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 shall select a competent and impartial umpire. The appraisers shall 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 agrees that the decision of the appraisers and the umpire if involved shall 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.

11.3.1.4 All Coverages

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

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

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

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

11.3.2 Acceptability of Insurers

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

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

11.3.3 Verification of Coverage

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

State of Louisiana
Name of Owner
Owner Address
City, State, Zip
Attn: Project # _____

The Owner reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

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

11.3.4 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's certificates at any time.

If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

11.3.5 Worker's Compensation Indemnity

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

11.3.6 Indemnification/Hold Harmless Agreement

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

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

11.4 PERFORMANCE AND PAYMENT BOND

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

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

11.4.3 Recordation of Contract and Bond [La R.S. 38:2241 thru 38:2241.1]

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

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

12.2.1 Before Substantial Completion

At the end of the paragraph, add the following sentences:
"If the Contractor fails to correct Work identified as defective within a thirty (30) day period, through no fault of the Designer, the Owner may hold the Contractor in default. If the Owner finds the Contractor in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have nonconforming Work corrected and hold the Surety and Contractor responsible for the cost, including architectural fees and other indirect costs. If the Surety fails to correct the Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may elect not to accept bonds submitted in the future by the Surety. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts.

12.2.2 After Substantial Completion

12.2.2.1 At the end of the paragraph delete the last sentence and add the following sentences:
"If the Contractor fails to correct nonconforming Work, or Work covered by warranties, within a thirty (30) day 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 thirty (30) days after notification, the Surety has not corrected the non-conforming or warranty Work, through no fault of the Architect or Owner, the Owner may contract to have the nonconforming or warranty Work corrected and hold the Surety responsible for the cost including architects fees and other indirect costs. Corrections by the Owner shall be in accordance with Section 2.4. If the Surety fails to correct the nonconforming or warranty Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may not accept bonds submitted, in the future, by the Surety."

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Delete all after the word "located".

13.2 SUCCESSORS AND ASSIGNS

13.2.1 In the second sentence, delete "Except as … 13.2.2"

Delete Section 13.2.2.

13.3 RIGHTS AND REMEDIES

Add the following Section 13.3.3:

13.3.3 The Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction and venue in any action brought under this contract.

13.4 TESTS AND INSPECTIONS

In Section 13.4.1, delete the second sentence and substitute the following:

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.

Delete the last two sentences of Section 13.4.1.

13.5 INTEREST

Delete Section 13.5.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

Delete Section 14.1.1.4.

In Section 14.1.3, after the word "profit," delete the words "on Work not executed" and substitute the following: "for Work completed prior to stoppage".

14.2 TERMINATION BY THE OWNER FOR CAUSE

Add the following Section:

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

14.2.3 Add the following sentence:

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

Add the following Section:

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

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

In Section 14.4.3, delete all after "incurred by reason of the termination," and add "along with reasonable profit on the Work not executed."

ARTICLE 15

CLAIMS AND DISPUTES

15.1 CLAIMS

Delete Section 15.1.2, **Time Limit on Claims,** (See La R.S. 38:2189, and 38:2189.1).

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

15.1.4.2 In the first sentence of the Section, delete "Initial Decision Maker's" and replace with "Architect's". In the second sentence of the Section, delete "the decision of the Initial Decision Maker" and replace with: "his/her decision".

Delete Section 15.1.6.2 and substitute the following:

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. At the end of each month, the Contractor shall make one Claim for any adverse weather days occurring within the month. The Claim must be accompanied by sufficient documentation evidencing the adverse days and the impact on construction. Failure to make such Claim within **twenty-one (21) days** from the last day of the month shall prohibit any future claims for adverse days for that month. No additional adverse weather days shall be granted after the original or extended contract completion date, except those adverse weather days associated with a National Weather Service named storm or federally declared weather related disaster directly affecting the project site.

Add the following Section:

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

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

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

Note: Contract is on a calendar day basis.

15.2 INITIAL DECISION

15.2.1 In the second sentence, delete the word "will" and replace with: "shall always".

In the second sentence, delete the phrase: ", unless otherwise indicated in the Agreement."

In the third sentence, delete the word "mediation" and replace with: "litigation".

At the end of the third sentence, add: "arising prior to the date final payment is due".

Delete the fourth sentence.

15.2.5 In the middle of the first sentence, delete all after the phrase: "rejecting the Claim".

In the second sentence, delete the phrase: "and the Architect, if the Architect is not serving as the Initial Decision Maker,".

In the third sentence, delete all after: "binding on the parties" and add the following: "except that the Owner may reject the decision or suggest a compromise or both".

Delete Section 15.2.6.

Delete Section 15.2.6.1.

15.3 MEDIATION

Delete Section 15.3.

15.4 ARBITRATION

Delete Section 15.4.

FOR INFORMATION ONLY

This document will be prepared by the owner in the form appropriate for the project.

STATE OF LOUISIANA
PARISH OF **« LAFOURCHE »**

CONTRACT BETWEEN OWNER AND CONTRACTOR
AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this _____ day of _____, 2026, by **«Contractor»** hereinafter called the "Contractor", whose business address is **«Contractor_Address», «Contractor_City», «Contractor_State» «Contractor_Zip»**, and the State of Louisiana Division of Administration, herein represented by the contracting officer executing this contract, hereinafter called the "Owner".

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

Statement of Work: The contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:

«Project_Reference_1»
«Project_Reference_2»
«Project_Reference_3»
«Project_City», Louisiana
Project No.: «ProjectNo», «Part_No»«WBS»;
«Supplement_Project_No», Part «Supplement_Part_No»
(«Supplement_WBS»)(Supplement)
State ID No.: «StateID» Site Code: «SiteCode»

in strict accordance with Contract Documents prepared by:

«Designer»
«Designer_Address»
«Designer_City», «Designer_State» «Designer_Zip»

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

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within **«Time_Completion_Days» («Time_Completion_Days»)** consecutive calendar days from and after the said date.

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

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of **«Contract_Amount_Words» and No/100 Dollars («Contract_Amount_Numeral»)** which sum represents the **«Base_Bid_Only_or_Plus_Alternates»**

Taxes: Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number _____.

Performance and Payment Bond: To these presents personally came and intervened _____, herein acting for _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of **«Contract_Amount_Words» and No/100 Dollars («Contract_Amount_Numeral»)**. By issuance of this bond, the surety acknowledges they are in compliance with R.S. 38:2219.

The condition of this performance and payment bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully

indemnify and save harmless the Owner, from all cost and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the contract and make said payment(s).

Provided, that any alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In accordance with R.S. 39:1602.1, effective May 22, 2018, for any contract for $100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of $100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in ___six (6)___ counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month, and year first written above.

WITNESSES:

NICHOLLS STATE UNIVERSITY

_____ BY: _____
FP&C Witness #1 Sign Here

_____
FP&C Witness #2 Sign Here

_____ BY: _____
Contractor Witness #1 Sign Here **«CONTRACTOR»**

_____
Contractor Witness #2 Sign Here

SURETY:

_____ BY: _____
Surety Witness #1 Sign Here **ATTORNEY IN FACT**

_____ _____
Surety Witness #2 Sign Here

_____
ADDRESS

_____
TELEPHONE NUMBER

STATE OF LOUISIANA
PARISH OF **«PARISH_OF_CONTRACTOR»**

PROJECT NO.:«ProjectNo», «Part_No»«WBS»;
«Supplement_Project_No», Part
«Supplement_Part_No» («Supplement_WBS»)(Supplement)
NAME: «Project_Reference_1»
«Project_Reference_2»
«Project_Reference_3»
LOCATION: «Project_City»

NON-COLLUSION AFFIDAVIT

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

PART I.

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

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

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

PART II.

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

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

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

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

_____
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2026.

_____
NOTARY

Maintenance Building Roof Replacement — Project No. 01-107-24-05, F.01004620

Name of Project — **Project No.**

STATE OF _____

PARISH OF _____

ATTESTATIONS AFFIDAVIT

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

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

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

(a) Public bribery (R.S. 14:118)
(b) Corrupt influencing (R.S. 14:120)
(c) Extortion (R.S. 14:66)
(d) Money laundering (R.S. 14:230)

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

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

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

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

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

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

Name of Project	Project No.

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

A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

NAME OF BIDDER	NAME OF AUTHORIZED SIGNATORY OF BIDDER
DATE	TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER/AFFIANT

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

_____
Notary Public

Facility Planning & Control
15. PRE-CONSTRUCTION CONFERENCE AGENDA

As a minimum, the following items are to be covered in the pre-construction conference. The Designer may, at his discretion, add additional items which he feels are important to this particular project.

1. Contractor shall furnish the following prior to his first payment:

a. Cost breakdown (Schedule of Values), shall be in standard Construction Specifications Institute format.
b. List Sub-contractors and major suppliers
c. Information listed in Paragraph 7.1 of the Supplementary Conditions.
d. Construction Schedule as defined in 3.10.2 of General Conditions and Supplementary Conditions.
No payments to the contractor shall be made until this information is provided.

2. Roles of Individuals:

a. **Designer** – shall be solely responsible for the direction of the project. The Designer shall keep minutes of all meetings, including construction progress meetings, and distribute within 7 days. All instructions to contractor shall come from the designer. All decisions and directions shall be in writing. Verbal instructions shall be immediately confirmed in writing. The Designer and his principal consultants shall visit the project regularly according to the requirements of the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction.
The Designer shall NOT assume the role of his principal consultants in site visits. Copies of Designer Site Visit Reports are to be sent to Facility Planning and Control and the User Agency on a weekly basis.
b. **Facility Planning and Control** - Designer to receive instructions only from Facility Planning and Control. Program or design changes shall be approved by Facility Planning and Control prior to any work being performed by the Designer.
c. **User Agency** - Address all requests for changes through Facility Planning and Control. Establish ground rules for the contractor and his personnel while working on their premises. If representatives of Facility Planning & Control or the using agency find any discrepancies, they believe to be contrary to the Contract Documents, they shall notify the designer. If it is thought that discrepancy needs immediate attention, the individual discovering the discrepancy and the contractor's representative should call the designer for immediate resolution.
d. **Contractor** - Work shall be according to the Contract Documents, not necessarily standard practice. Emergency action to protect life or property shall be taken immediately by the superintendent on the site. Less urgent action shall be resolved by telephone among the appropriate parties. Fire Marshal approved documents shall be accessible at all times at the project site, in accordance with Fire Marshal requirements. Approved documents from all other applicable regulatory agencies shall also be accessible at all times at the project site.

3. Change Orders:

All requests for a change in time and/or money shall be submitted to the designer, with proper back up data, for his review. The designer shall submit the Change Order to Facility Planning and Control with his recommendation of action required. The Change Order shall be approved by FP&C prior to any additional work being performed.

a. Change Orders cannot be approved without the proper breakdown as required by the Supplementary Conditions, Section 7.2. The same requirements apply to time extension requests.
b. Facility Planning and Control needs only the original and one (1) copy of backup.
c. Change Orders should be rounded to the nearest whole dollar amount.
d. User paid change orders are **not** allowed.

e. User requested change orders are to be avoided.

4. Invoice Procedure:

a. Invoices may be submitted in electronic format.

1) Contractor shall submit one Certificate for Payment directly to the Designer. Facility Planning and Control – Application and Certification for Payment forms shall be used for submittal. Certificate for payment need **not** be notarized.
2) After review, the Designer shall process the Certificate as promptly as possible, in any case within seven (7) days. If a Certificate is held for any reason, written notice stating the reason for delay should be given the owner and the contractor. If a Certificate is changed for any reason, changes will be made to all copies.
3) Distribution of copies shall be as follows:
a) Designer forwards one Certificate for Payment directly to Facility Planning and Control with a transmittal letter/memo.
b) Designer forwards copy of transmittal letter and one (1) copy of Certificate to Contractor. One (1) copy retained for Designer records. One (1) copy sent to User Agency.

b. During construction, designer's invoices shall be sent directly to Facility Planning & Control.

c. If federal funds are involved, compliance with additional regulations is required including but not limited to:
Davis Bacon Act - Wage rate & payroll records.
Drug Free Workplace Act
Civil Rights EOP poster with name of EOP person shown.

d. Stored Materials must be on site for payment to be made. Payment will not be made for materials stored in a bonded warehouse or elsewhere.

e. An Original <u>45 Day</u> Clear Lien and an Original Consent of Surety (AIA Form G707) is required prior to final payment to the contractor.

5. Prior Approval:

Only items as specified or prior approved in accordance with the Contract Documents will be incorporated into the project. Approval of shop drawings does not relieve Contractor of complying with the Prior Approval clause.

6. Testing Lab:

a. The Owner will engage and pay for the testing laboratory if required. If the Contractor obtains the services of a testing laboratory, he will be responsible for all costs for that laboratory
b. Designer should furnish Testing Lab with written notice of types and frequency of required tests. Set up procedure for Testing Lab notification.
c. No off site testing unless called for in the Contract Documents.
d. Facility Planning and Control will pay a minimum of standby time. Contractor may be billed if not well controlled.
e. Testing Lab invoices shall be submitted by hardcopy or in electronic format through the Designer, who in turn acknowledges their recognition of services submitted.

7. Project Sign

When a project sign is specified, select location.

8. Meetings:

Establish a time and place for the Monthly Meeting. Designer shall notify FP&C prior to and provide minutes of all meetings to all participants within 7 days.

9. Roofing:

Pre-roofing Conference - establish a direct line of communication, iron out initial questions regarding the project and to review project submittal requirements. This conference should be held shortly after award of the roofing contract and a minimum of six (6) weeks prior to the anticipated start of roofing. Attendance by general contractor,

roofing subcontractor and manufacturer's representative is required. A letter from the manufacturer stating the roofer is an approved applicator and sample warranties shall be submitted at the Pre-roofing Conference, if not before.

a. General Guidelines for Low Sloped Roofs
   1) Details in compliance with NRCA and Roof Manufacturer
   2) Concrete Decks are to be primed.
   3) Nailable Decks; Red Rosin sheet is required on wood decks.
   4) Fastening per manufacturer's requirements to comply with I-90 FM rating.
   5) Asphalt
      a) Type IV asphalt shall be used for all modified bitumen mop-down systems
      b) Temperature at the point of application shall be the EVT temperature plus or minus 25 degrees.
   6) Insulation
      a) All wet insulation is to be rejected and removed from the site.
      b) All insulation joints shall be staggered, including daily tie-ins.
   7) Metal
      a) Color Selection
      b) Gravel guard - use minimal raised lip for areas where drainage is over the edge.
      8) Drainage: Most guarantees prohibit water remaining on the roof more than 48 hours.
   9) Roofing guarantees
      a) No dollar limit. Guarantee system from the deck up, naming all products within the system.
      b) No language about "no pay, no guarantee".
      c) Warranty start date to be on or very near date of Acceptance of Building Contract. The roofing warranty required for his project must meet the requirements of FP&C. It is important that the roofing manufacturer and applicator are aware of this. An incomplete or incorrect warranty **will** delay acceptance.
      d) Supplementary Conditions Section 13.3.3, the Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction in any action brought under this contract.
   10) Manufacturer's specification to be used in support of designer's specification. Manufacturer's requirements are a minimum, use designer's specification if it exceeds.
   11) Track weather days including predicted rain percentage. Submit to designer monthly with pay estimate.

Pre-application Conference to verify readiness of the project structure, review assignments of Preliminary Conference, scan last minute details, changes or corrections and to review the anticipated schedule of progress. This conference should be held within one (1) week of roofing application. Attendance by general contractor, roofing subcontractor and superintendent or foreman and manufacturer's representative is required.

Representatives of the designer and FP&C shall be visiting the site to make sure the roof is being installed per the manufacturers' requirements and the Contract Documents. If found not in compliance, tests and corrective measures may be required to prove the roof is acceptable. Tests include Blow-Off Testing, etc.

Moisture Survey - When installation is complete, FP&C will arrange to have a moisture survey performed. Deficiencies will be noted, either on the roof with paint or on roof plan drawing or both. After these deficiencies are corrected, this office will arrange to have these areas resurveyed. If these deficiencies are found not to be corrected and additional survey time is required, then the cost of this time will be assessed against the contractor at a rate of $50.00 per hour through a credit change order.

Designer: Please fill out "Roof Completion Information" form and submit it with the Recommendation of Acceptance. If the roofed section is new, a scaled drawing is also needed. Preferably, this drawing would be on AutoCAD in compliance with the layers specified in our "Instructions to Designers."

10. General Correspondence:

a. Project Number must be on all correspondence.

b. Contractor shall copy Facility Planning and Control on any correspondence **if**:

1) It involves a controversial issue.

2) It relates to information requests to the Designer that had not been furnished in a timely manner.

11. Miscellaneous Items to be Discussed as Necessary:

a. Shop drawings, samples, hardware, and color schedules. Shop drawings submitted to the user by the designer are for record purposes only, not for approval. Approval is the sole responsibility of the designer.
COLOR SELECTION: If the User does not approve color selections in a timely manner, the Designer, in consultation with FP&C, shall make the selections, which will be final.

b. Establish the location and type of temporary facilities and utilities. Establish how payment for temporary utilities will be made and how costs will be tracked?

c. Outages/Interruptions of Services. Contractor is to request, in writing, all outages/interruptions to the User. The amount of advance notice is to be determined by the user. Coordination of outages or interruptions is the responsibility of the contractor

d. Contractor use/access to pertinent buildings and facilities.

e. Location of staging area and/or fencing.

f. Site and stored material security is the contractor's responsibility.

g. Use of site, parking of vehicles, decals and/or permits for parking

h. The User shall have first refusal of salvaged materials. Where are they to be delivered? The contractor is responsible for the disposition of all other materials in accordance with laws and regulations.

i. Safety and First Aid. This is the contractor's responsibility.

j. Procedure for keeping Record Documents. Contractor to record as-built information that varies from the contract documents, on (1) one set of prints, to be furnished to the Designer at completion of the job. As-builts are prepared by Designer, inclusive of Supplemental Drawings, the Contractor, based on the as-built work and the required adjustments to the contract documents and the change orders, and shall be submitted timely to Facility Planning and Control**.** Plans shall be marked **"AS-BUILT"**. As-built drawings submitted to FP&C shall consist of (2) two full size paper sets of Record Drawings (As-Built) prepared by the Designer. Also required are (2) two disks or flash drives of As-built drawings in AutoCAD (.dwg) and .pdf format, including electronic copies of the bid specifications and addenda. Acceptable As-builts are required prior to the Designer's final payment.

k. Use of any Asbestos Containing materials is prohibited.

l. Pictures or videos of existing conditions may be made.

m. Near the end of the project the FP&C Project Manager will review the work to determine compliance with FP&C's ADA Non-Comprehensive Field Checklist. Any accessibility problems identified in this review shall be corrected before the project can be considered complete.

12. Pre-Close Out Conference

When the project reaches 75 to 80% completion the Designer will schedule a meeting with the Contractor, FP&C and the User to review the requirements and procedures for the Final Inspection and Acceptance.

Facility Planning & Control

4. RECOMMENDED AGENDA FOR ROOFING CONFERENCES

Project Name: _____

Project Number & WBS: _____

Conference Location: _____ Date: _____

Type of Conference: _____ Preliminary _____ Pre-Application ___ Final Inspection

Designer: _____

Roofing Contractor: _____

General Contractor: _____

CONFERENCES ATTENDEES:

NAME	ORGANIZATION	PHONE #	EMAIL ADDRESS

AGENDA FOR PRELIMINARY ROOFING CONFERENCE

PURPOSE: Establish a direct line of communication, iron out initial questions regarding the project and to review project submittal requirements.

TIMING: The meeting should be held shortly after award of the Contract and at least six weeks prior to the anticipated start of roofing. Re-Roofing Projects may combine with Pre-Const. Conf. (ITB § 15).

1. A complete set of Contract Documents (plans and specifications) to be available for review.

2. All meeting minutes to be furnished by the Designer to all parties within 7 days. Establish project record keeping procedures.

3. Review tentative progress schedule for roofing. Set approximate date.

4. Review roofing system and insulation requirements. Size (4'x4' adhered, 4'x8' Mech. Fastened) and Thickness (R-Value), Staggered Joints

5. Weather considerations as they may apply to the project roofing installation.

6. Temporary roofing guidelines for the project. Who and when, will final decision be made, if necessary.

7. Inspection and Testing Requirements:

   _____

   Name of Inspection Firm:
   Name of inspector:
   Phone:

   _____

   a. On-Site Inspection - Discuss project requirements.
   b. Laboratory Tests

8. Roof Deck:

Type and Thickness: (if Lt. Wt. Conc. has a Pull Test been done?)

_____

Slope:____Location and Type of Drains:

_____

Tentative Schedule for Installation:

_____

Nailers, curbs, and sheet metal must be completed prior to roofing application. Review CD Details, and discuss if raising Equip. Curbs is required or not.

9. Discuss material storage areas, dumpster location, worker parking, and equipment set-up locations. Review requirements.

10. Specific submittals from the Roofing Contractor:

   a. Material approval list
   b. Shop drawings (if any)
   c. Product material brochures and samples
   d. Manufacturer's Guarantee review for compliance with specifications (20-Year State Warranty)
   e. Manuf. Assembly Letter (required for Pre-App. Conf. as well as materials on site)

11. Specific project detail discussion. (Include perimeter wall construction and rooftop mechanical equipment details, necessity of disconnecting any Exist. Rooftop Equip.)

12. Other:

_____

13. Review above items briefly and establish date for tentative Pre-Application Conference. (Manuf. Assembly Letter and materials therein required on site prior to scheduling conference). Roof Manuf. Rep. and FP&C Roof Consultant to be scheduled to attend.

AGENDA FOR ROOFING PRE-APPLICATION CONFERENCE

PURPOSE:

To verify readiness of the project structure

To walk site with Roof Manuf. Assembly Letter in hand, verifying materials on site comply.

To scan last minute details, changes or corrections

To review anticipated schedule of progress

TIMING: Following receipt of Roof Manuf. Assembly Letter, all materials on letter delivered to site, and prior to Roofing Work.

ATTENDANCE: List attendees
(Required attendees: FP&C Project Manager, FP&C Roofing Consultant, Roof Manuf. Rep., User Agency Contact, Designer, Contractor Superintendent.)

1. Copies of approved submittals should be available for review. Are any material changes required due to availability problems or other? Reminder that formal approvals are still required.

2. Review minutes of Preliminary Conference.

3. Discuss revised Roofing Application Schedule.

4. Check equipment set-up and on-site material storage.

5. Deck Readiness:
   a. Any required roof deck certifications must be in order
   b. Rooftop inspection by those in attendance
   c. Drain hookups complete
   d. Curbs, nailers, roof deck penetrations, perimeter edges and mechanical equipment - should all be set and complete. Roof Drain Pipes are verified free of Demo Debris

6. Review roof system, including insulation above deck. Discuss the required application of each to the other components.

   a. (2) Layers Polyiso Insulation (staggered), (1) Layer Cover Board (any special techniques required?)
   b. Mechanical or adhesive attachments (Mech. Fasteners = 4'x8' or Adhesion = 4'x4' board size)
   c. Vapor Retarders
   d. Flashings
   e. Saddles and/or crickets
   f. Venting
   g. Sheet metal

7. Phase Construction Guidelines for project. Factors affecting guidelines include local practices, climate and weather considerations. Tie-offs at days end.

8. Temporary roofing final decisions.

9. Housekeeping, material handling and finished work protection requirements.

10. Inspection and testing requirements - State Roofing Consultant at Final Inspection; Roof Manuf. Inspector as required and at Final Inspection.

11. Project changes in plans, specifications or procedures to be followed - discuss and establish who can approve and how documented.

12. Contractor must provide State 2-Yr Guarantee, and perform 1 & 2 Year Inspections. Roof Manuf. must provide 20-Yr Warranty. Pre-Finished Metal Manuf. must provide 20-Year Finish Warranty.

NOTES

AGENDA FOR ROOFING FINAL INSPECTION

PURPOSE: To assure 100% completion of contract requirements.

TIMING: Prior to the Roofing Contractor concludes his work at the site.

1. Attendance must include those in attendance at the Pre-Application Conference.

2. Complete rooftop walk over and review:

   a. Perimeter edges
   b. Walls
   c. Curbs and other equipment
   d. Drains
   e. Rooftop penetrations
   f. Site cleanup
   g. Sheet metal
   h. Any special conditions

3. Final Punch List establishment of items to be completed. Copies to all parties. Attached to Meeting Minutes issued by Designer

4. Summary of project records. Organize for final file. Wrap up any loose ends.

5. Stress importance of Bi-Annual (and after storm) Maintenance to User-Agency (keep file for claim)

6. Discuss responsibility for roof system protection until project completed. Responsibility for coordination usually rests with General Contractor. Any damage or additional work to be conducted by original Roofing Contractor in order to keep original guarantee valid.

7. Acceptance by the state will not be issued without submittal and approval of fully executed guarantees for each type of roof installed, which shall include, but not necessarily be limited to the following applicable forms, which can be found on the Instructions to Designers page of the FPC Website:

   a. *Recommendation of Acceptance (ROA)*: (Designer's Responsibility)
   b. *Letter of Concurrence*: Concurring in Designer's ROA (User Agency's Responsibility)
   c. *Roof Completion Information Form*: with a Roof Plan on 8-1/2"x11" of Individual State ID's or different Material Roof (Designer's Responsibility)
   d. *Roof Guarantee/Warranty (2)*: (Contractor's Responsibility)
      i. 20-Year Manuf. Membrane Warranty (State Form in ITD § 28e; 28d for Metal Roof)
      ii. 2-Year Contractor Warranty R-1 (Sub & GC) or R-2 (GC) (State Forms in ITD § 28a, 28b); 28c for Metal Roof)
   e. *Final Cost & Const. Data Report:* Div. 7 Primarily, *attached to "DESIGNER LETTER" E-mail when project began* (Designer's Responsibility)
   f. *As-Builts:* Const. that changed from Contract Docs, Marked-up Job Prints delivered to designer (Contractor's Responsibility)
   g. *Final Documents delivered:* drawings & specs marked "*RECORD DOCUMENTS"* as Hard-copy, as well as PDF & CAAD DWG Files (include Line Weight Files) on Thumb-Drive to FP&C & User Agency (Designer's Responsibility)

NOTES

ROOF COMPLETION INFORMATION

Facility Name: _____ Building Name: _____

Site Code: _____ State I.D: _____ Project No. & WBS: _____

☐New Roof ☐Total Replacement ☐Partial Replacement Roof Section(s): _____

☐ Roof Plan Attached (required)

	Roof Type:	**Surfacing Type:**	**Connection Type:**	**Drainage Type:**
1.	SBS Mod. Bit.	Ceramic Granules	Cold Process	Over the Edge
2.	PVC	Smooth Uncoated	Hot Asphalt	Roof Drains
3.	TPO	Modified Asphalt	Torched Asphalt	Perimeter Gutter
4.	Metal	Silicone	Mechanical Fastener	Internal Gutter
5.	Tile	Acrylic	_____	
6.	Shingle	Urethane		
7.	Cedar Shake	Aluminum		
8.	_____	Pre-Finished Paint		
		9. _____		

Total Penetrations: _____

No. of Plies: _____

	Slope:	**Deck Type:**	**Insulation:**
1.	1/4 in./ft.	Structural Concrete	Polisocyanurate
2.	1/8 in./ft.	Gypsum	Cover Board
3.	1/2 in/ft.	Metal	Fiberglass
4.	_____	Lt. Wt. Concrete	Wood Fiber
		Cement Fiber	_____
		Wood	
		7.	

Insulation Thickness: _____

Roof Area (sq. ft.) _____

Roofing Contractor (2-Year State Guarantee):

_____

Address:

_____

_____

_____

Roofing Contractor's Telephone: _____

Roofing Contractor's Email: _____

Warranty Beginning Date:
(same as Acceptance Date)

_____

Warranty Ending Date:

_____

Roofing Manufacturer (20-Year State Warranty):

_____

Address:

_____

_____

_____

Roofing Manufacturer's Telephone: _____

Roofing Manufacturer's Email: _____

Roof Warranty Number:

_____

Beginning Date:
(same as Acceptance Date)

_____

Ending Date:

_____

Facility Planning and Control
State of Louisiana

TWENTY (20) YEAR WEATHERTIGHTNESS
METAL ROOF SYSTEM - LIMITED WARRANTY

We, *ManufacturerName* the manufacturer; warrants to the State of Louisiana herein referenced as "Owner" of the building described below that subject to the terms, conditions, limitations and warranty responsibility stated herein ; *Manufacturer* warrants with no dollar limit (NDL) the undersigned Contractor workmanship and material defects, and will repair any leaks in the *Manufacturer* roofing system (Roofing System); and further, agrees to make provisions for satisfactorily drying all wetted thermal roof insulation caused by said leak(s), of the installed roof over the life of this TWENTY **(20) YEAR WARRANTY Period from the Acceptance Date of the Project** (as defined in the Contract Documents).

Satisfactory repair of reported leaks shall not serve to extend the term of the original 20-Year Warranty period for either the repair or the entire Roof System, but rather serve to maintain the Roof System weathertightness condition for the entire term of the original warranty.

Neither *Manufacturer* nor undersigned Contractor makes any other warranty whatever, expressed or implied. All implied warranties of merchantability and all implied warranties of fitness for any particular purpose which exceed or differ from the warranties herein expressed are disclaimed by each and all of said parties and are hereby excluded from this 20-Year Weathertightness Limited Warranty.

In no event shall *Manufacturer* be held liable for any commercial loss, claims for labor or consequential damages of any other type not specifically referenced herein, whether owner's claim be based in contract, tort, or strict liability.

TERMS, CONDITIONS, LIMITATIONS

1. A "Leak" is defined as water entry into any location where water entry is not specifically planned for. This can include insulation, cornices, attic spaces and other portions of the building assembly. Water entry through fastener holes, all flashings including valley, hip, ridge, closure, rake, wall runner, eave, curb, pipe penetration and other penetration flashings, and the roof panels and seams (side and end) are to be considered "leaks" as pertains to this weathertightness warranty.

2. Owner shall provide *Manufacturer* with written notice within THIRTY (30) days of discovery of any leaks in the Roof System; after which date, the principal to this warranty shall be expected to respond to said leak report within a period of TEN (10) working days.

    a) Failure to respond, shall enable the Owner to engage service of "others" to address the problem without jeopardizing Owner's protection under terms of the original warranty.
    b) Further, by *Manufacturer*'s failure to respond as specified, subjects manufacturer to liability for full reimburse to the Owner for all costs incurred to engage the services of "others" in order to protect the building from further damage by roof leak(s).
    c) *Manufacturer* cannot be held responsible for lack of performance or liable under the terms of this warranty due to Owner's failure to report claims as specified.

3. After a leak report is filed; *Manufacturer* shall determine whether the leak is caused by defects in manufactured material or in the workmanship and affect the Roof System repair in accordance with repair obligations herein. In the event a determination is made that neither defect in manufactured material or workmanship is at fault, the Owner shall be so advised in writing and permitted to exercise other remedies without jeopardy to provisions of the original warranty.

4. This Guarantee is made subject to the following terms and conditions:
   a) Damage to the roof caused by the following items are excluded from this warranty: wind exceeding 73 mph, lightning, hail, fire or physical damage from falling or wind-blown objects. When the Work has been damaged by any of the foregoing causes, the Guarantee will be null and void until such damage has been repaired by the Roofing Contractor, and until the cost and expense thereof has been paid by the Owner or another responsible party so designated.
   b) Deterioration caused by marine (salt water) atmosphere or by regular spray of salt or fresh water.
   c) Corrosion caused by heavy fall out or exposure to corrosive chemicals, ash or fumes from chemical plants, foundries, plating works, kilns, fertilizing manufacture and paper manufacturing plants - if either cause is located less than one-half mile radius distant from the building.
   d) Deterioration caused by corrosive or condensates generated or released from within the building itself.
   e) Damages caused by workers or work activity on the roof after issuance of the warranty.
   f) Structural failures affecting (but not part of) the Roof System.
   g) Unauthorized alterations or modifications of the Work by anyone other than a Contractor agreed to in writing by all parties to this warranty.
   h) Failure of the Owner to exercise reasonable care and maintenance.

5. During the Term of this warranty; and within 72 hours of formal request, the Owner shall permit *Manufacturer*, or manufacturer's agent access to the roof during regular business hours.

6. Failure of either party to exercise or enforce specific terms, conditions or provisions shall not be construed to be a waiver of same.

7. The *Manufacturer* shall not be responsible for consequential damage or loss to the building, its contents, or other material as a provision of this warranty.

8. The *Manufacturer* shall not have any liability or responsibility at any time for, or as a consequence of any condensation or underside corrosion which is or was caused at anytime by any condensation resulting from either or both of the following:
   a) Inadequate ventilation of the attic space between the roof panel and insulation, when insulation is installed on top of existing roof.
   b) The use of inadequate vapor barrier where the insulation is installed immediately beneath roof panels.

9. The Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction in any action brought as a result of this warranty by any party hereto.

10. This Warranty instrument supersedes and is in lieu of any and all other expressed or implied warranties that are or may be in conflict with terms and conditions stated herein.

11. An executed Warranty is required prior to Acceptance being issued by FP&C for the project.

WARRANTY RESPONSIBILITY

FIRST (1st.) year through the TWENTIETH (20th) year from date of Acceptance of the project by Roof System Manufacturer whose legal entity is *Manufacturer*; except that the first recourse of the Owner for Warranty Benefits during Year 1 and Year 2 after date of Project Acceptance will be the Contractor per provisions of Roofing Guarantee R-3 (Metal).

EXCEPT AS EXPRESSLY PROVIDED HEREIN, *Manufacturer* MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO MATERIALS COVERED HEREBY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOR DOES SELLER MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, DESIGNS, COPYRIGHTS OR TRADEMARKS WHICH MAY COVER SUCH GOODS EXCEPT; THAT THE OWNER SHALL HAVE THE RIGHT TO RELY ON SAME BY REPRESENTATION OF THE MANUFACTURER THAT BY OFFERING THE MATERIAL, ROOF SYSTEM AND MISCELLANEOUS ITEMS FOR THE PURPOSES OF THIS PROJECT THERE IS NO VIOLATION OF THE RIGHTS OF OTHER PARTIES WITH RESPECT TO PATENTS, DESIGNS, COPYRIGHTS OR TRADEMARKS, FURTHER; THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM DEFECTIVE GOODS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF: THIS WARRANTY MAY NOT BE CHANGED ORALLY.

IN CONSIDERATION FOR PAYMENT RECEIVED, THIS WARRANTY IS TENDERED FOR THE BENEFIT OF THE OWNER AND IS NOT TRANSFERABLE OR ASSIGNABLE WITHOUT THE WRITTEN CONSENT OF THE MANUFACTURER *Manufacturer* .

THIS WARRANTY REQUIRES THE ORIGINAL SIGNATURES OF AN OFFICER OF THE MANUFACTURER, AND THREE FULLY EXECUTED COPIES WILL BE PROVIDED TO THE OWNER AS A PREREQUISITE FOR PROJECT ACCEPTANCE. THE OWNER'S SIGNATURE SHALL NOT BE A REQUIREMENT FOR IMPLEMENTATION OF, OR CAUSE TO VALIDATE THE WARRANTY.

A SEPARATE AND INDEPENDENT WARRANTY SHALL BE ISSUED FOR EACH BUILDING OR INDEPENDENT ROOF SYSTEM IN THE CASE OF MULTIPLE BUILDINGS OR MIXED ROOFED PROJECTS.

PROJECT DATA / SIGNATORS

Building/Project Description: _____

Roof Type and Quantity: _____

Location: _____

State I.D. (if Exist. Bldg.): _____

Site Code: _____

State Project No. & WBS: _____

Date of Project Acceptance/Commencement of Warranty: _____ Ends: _____

Manufacturer:

Manufacturer

S_____ Title_____ Date_____

ADDITIONAL PARTIES FOR FILE AND RECORD

File Reference:
Contractor or
Roofing Contractor

Name: _____

Address: _____

Phone No.: _____

File Reference #2:
Contractor or
Roofing Contractor

Name: _____

Address: _____

Phone No.: _____

Direct to:

STATE of LOUISIANA (Owner)
DIVISION OF ADMINISTRATION
Facility Planning and Control
Statewide Roofing Program
PO Box 94095
Baton Rouge, Louisiana 70804-9095

R-3 ROOFING GUARANTEE (Metal)

OWNER: STATE OF LOUISIANA OFFICE OF FACILITY PLANNING AND CONTROL
POST OFFICE BOX 94095 CAPITOL STATION
BATON ROUGE, LOUISIANA 70804-9095

Whereas _____

Address _____

Telephone (_____)_____ Email _____

herein called the Contractor, has provided pre-formed, pre-finished metal roofing, flashing, accessories and miscellaneous items required for a complete roof system installation in accordance with the Contract Documents for the PROJECT:

Name of Project: _____

Project No. & WBS: _____

User Agency: _____

Location/Address: _____

Name and Type of Building(s): _____ State I.D. _____

Type of System: (Standing Seam, Flat Seam, etc.) _____

Total Roof Area: _____ SF; Total Length of Ridge _____LF

Total Length of Valley: _____LF; Total Length of gutter/fascia trim: _____LF

Date of Acceptance _____Two year Guarantee Expiration _____

AND WHEREAS the Contractor has contracted to guarantee said work against water entry from faulty or defective materials and workmanship for the designated Guarantee period of TWO **(2) YEARS from the Acceptance Date** of the Project;

NOW THEREFORE the Contractor guarantees, subject to the terms and conditions herein set forth, that during the Guarantee Period the Contractor will at his own cost and expense, make or cause to be made with approved procedures and materials such repairs to or replacements of said work (including any wetted thermal insulation) resulting from water entry or faults or defects of said Work as are necessary to maintain said Work in watertight conditions and further, respond on or within TWO (2) working days upon written notification of leaks or defects by the Owner/User Agency.

This Guarantee is made subject to the following terms and conditions:

1. Damage to the roof caused by the following items are excluded from this warranty: wind exceeding 73 mph, lightning, hail, fire or physical damage from falling or wind-blown objects. When the Work has been damaged by any of the foregoing causes, the Guarantee will be null and void until such damage has been repaired by the Roofing Contractor, and until the cost and expense thereof has been paid by the Owner or another responsible party so designated.

2. During the Guarantee Period, if the Owner/ User Agency allows alteration of the Work by anyone other than a Contractor approved in writing by the original Contractor and/or Roofing Material Supplier prior to the work being performed, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything (i.e. signs) onto the roof, this Guarantee shall become null and void as of the date of said alterations. If the Owner/ User Agency engages the original Contractor for said alterations, the Guarantee shall be maintained in force unless the Contractor presents written notification to the Owner that the intended work will likely damage or cause deterioration of the base work, thereby justifying a termination of the original Guarantee.

3. The Owner/User Agency shall promptly notify the Contractor in writing of observed, known or suspected leaks, defects, or condition deterioration and shall afford a reasonable opportunity for the Contractor to inspect the work and examine evidence of such leaks, defects or deterioration.

4. This Guarantee is recognized to be the only guarantee of the Contractor of said work, and shall not operate to restrict or cut-off the Owner from any other remedies and recourse lawfully available to him in case of roofing failure to any cause or degree. Specifically, this Guarantee shall not operate to relieve the Contractor of his responsibility for the performance of the original work.

IN WITNESS THEREOF, this instrument has been duly executed

this _____day of _____, 20____.

Contractor's Signature: _____

Typed Name: _____

Telephone (_____)_____ Email _____

Witness:_____ Witness:_____

And if applicable, is countersigned by the following Sub Contractor, Installer, or other party (as indicated) who acted as agent or represented the Contractor during the performance of the work:

Countersignee Name: _____
(*Type or Print)*

Date: _____ Signature: _____

Representing: _____

Address:_____

Telephone (_____)_____ Email _____

Witness:_____ Witness:_____

CHANGE ORDER

PROJECT NAME: _____ CHANGE ORDER No. _____
PROJECT & WBS No: _____ CONTRACT DATE: _____
CONTRACTOR: _____ NTP DATE: _____
SITE CODE: _____ STATE ID: _____ SRM No.: _____

You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of each change below, including RFI No., cost and days from Summary

The Original Contract Sum		
Total Changes by Previous Change Order(s)		
Current Contract Sum		
Contract Sum will be ☐ unchanged ☐ increased by ☐ decreased by:		
New Contract Sum		
The Original Contract Completion Date and Contract Time. Date: _____		DAYS
Total Time extended by Previous Change Order(s)		DAYS
Contract Time will be ☐ unchanged ☐ increased by ☐ decreased by:		DAYS
New Contract Completion Date & Contract Time Date: _____		DAYS
Added Building Area		(Sq. Ft.)

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

RECOMMENDED	**ACCEPTED**	**APPROVED**
Designer's Name:	Contractor's Name:	Project Manager:
Address:	Address:	Nicholls State University
Email Address:	Email Address:	
By:	By:	By:
Date:	Date:	Date:

FACILITY PLANNING AND CONTROL USE ONLY

Classification	**Amount**	**Classification**	**Amount**
Omission (Type "O")*		**Miscellaneous (Type "M")**	
Error (Type "E")*		**Owner Requested (Type "R")**	

COMMENTS: Senior Manager/Assistant Director approval: _____

Construction Contract Change Order

SUMMARY

State of Louisiana

Facility Planning & Control

Project & WBS No. _____

Item No. _____

RFI No. (or COR, CPR, etc.) _____

Date: _____

Project Name: _____

Contractor Name:

Description of Work:

General Contractor Direct Costs - Breakdown No. _____ _____

(See attached breakdown)

Total General Contractor Cost _____ % _____

(General Contract Direct Cost plus OH&P) (Max: 8%)

Subcontractor Cost Breakdowns

(See attached.)

Subcontractor Name	Breakdown No.	A Total Direct Cost	B OH&P (Max 8%)	C Total A+(A X B)
			%	
			%	
			%	
			%	
			%	
			%	
			%	
			%	

Subcontractor Direct Costs Total _____

(Sum column A)

Subcontractor Direct Costs + Subcontractor OH&P _____

(Sum column C)

General Contractor OH&P on Subcontractor Direct Cost at _____ % _____

(Sum column A times General Contractor OH&P rate.) (Max: 8%)

Total Subcontractor Costs _____

(Subcontractor Direct Costs + OH&P + General Contractor OH&P)

Change Order Subtotal _____

(Sum of Total General Contractor Costs and Total Subcontractor Costs)

Performance and Payment Bond at _____ %

(Change Order Subtotal times Performance and Payment Bond rate)

Amount will be ☐ increased by ☐ decreased by ☐ unchanged _____

(Sum of Change Order Subtotal and Performance and Payment Bond)

Days will be ☐ increased by ☐ decreased by ☐ unchanged _____

(Attach supporting data such as meteorological reports)

Construction Contract Change Order

BREAKDOWN

Breakdown No. _____

State of Louisiana

Item No. _____

Facility Planning & Control

RFI No. (or COR, CPR, etc.) _____

Project & WBS No. _____

Date: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Direct Cost of Work :

A. Labor	Check here if explained on the Comment Sheet ➧	Hourly Wage Rate	Hours	Total Cost
1	☐			
2	☐			
3	☐			
4	☐			
5	☐			
6	☐			
7	☐			
			Sub Total	
			Add Labor Burden @ _____ %	
			LABOR TOTAL	

B. Material		Unit Price	Unit	Units	Total Cost
1	☐				
2	☐				
3	☐				
4	☐				
5	☐				
6	☐				
7	☐				
(Copies of invoices may be required.)				*Sub Total*	
				Add Tax @ _____ %	
				MATERIAL TOTAL	

C. Equipment		Unit Rate	Unit	Units	Total Cost
1	☐				
2	☐				
3	☐				
4	☐				
5	☐				
6	☐				
7	☐				
(Copies of invoices may be required.)				*Sub Total*	
				Add Tax @ _____ %	
				EQUIPMENT TOTAL	

TOTAL DIRECT COST FOR THIS BREAKDOWN:
(Sum A, B & C)

Construction Contract Change Order

BREAKDOWN COMMENT SHEET

Breakdown No. _____

State of Louisiana

Item No. _____

Facility Planning & Control

RFI No. (or COR, CPR, etc.) _____

Project & WBS No. _____

Date: _____

Project Name: _____

Contractor/Subcontractor: _____

A. Labor

No. (From BREAKDOWN Sheet)

B. Material

C. Equipment

Construction Contract Change Order

UNIT PRICE BREAKDOWN

Breakdown No. _____

State of Louisiana — Item No. _____

Facility Planning & Control — RFI No. (or COR, CPR, etc.) _____

Project & WBS No. _____ Date: _____

Project Name: _____

Contractor/Subcontractor: _____

Unit Price Tabulation

(Unit prices must be included in the bid or clearly defined in a standard, industry recognized pricing reference. The pricing reference shall be identified herein.)

Unit Price Description	Reference*	Unit Price	Units	Total

* Reference Legend: _____

Unit Price Total:
(Sum Total column)

State of Louisiana
Division of Administration

Facility Planning and Control

Instructions for Change Order Back Up Forms

The General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition, and the Supplementary Conditions provide for changes in the contract in the form of change orders. The costs of such changes must be carefully, clearly and accurately documented. Facility Planning & Control has prepared a set of forms to be used to provide this documentation in a consistent format that is in accordance with the Contract Documents.

Change orders will typically contain one or more items of work. Each item of work will typically include work by the general contractor and/or one or more subcontractors. The documentation begins with a breakdown of the work of the contractor and each subcontractor. This is prepared using the form entitled "BREAKDOWN." One form for the General Contractor and one for each subcontractor. Each breakdown will be summarized on the form entitled "SUMMARY." Each item of work will, in turn, be summarized on the change order itself. This should be on the face of the change order.

The forms are available as a Microsoft Excel worksheet for ease of preparation, with formulas established for mark-ups and other basic mathematical operations.

These forms are to be used as provided. Any alteration to the forms may cause the change order to be rejected.

GENERAL:

(Refer to Article 7 of the Supplementary and General Conditions)

Forms - There are five forms to be used for all Facility Planning and Control change orders: CHANGE ORDER form, SUMMARY, BREAKDOWN, BREAKDOWN COMMENT SHEET and UNIT PRICE BREAKDOWN. The CHANGE ORDER form is the highest level and is the official, signed document. A CHANGE ORDER form may include one or more items of work, each of which is backed up by a SUMMARY. Each SUMMARY will be backed up with one or more BREAKDOWNs. Any unusual rates, unit costs or quantities may be explained on the COMMENT SHEET. It's simple. The BREAKDOWN form must be used for the general contractor and any subcontractor, at any level, that is to get OH&P. Use as many as needed.

Unit Pricing - Labor, material and equipment breakdown is the standard method of pricing change orders for Facility Planning and Control. However, unit pricing may be considered in some circumstances if the unit prices are clearly established such as by unit prices that were included in the bid. These prices may also be derived from a construction industry standard reference such as R.S. Means. If unit prices were included in the bid they are acceptable for pricing change order work and, in fact, must be used for any work that is included in the change order for which they were established . The UNIT PRICE BREAKDOWN is provided for this purpose.

CHANGE ORDER:

Project identification information: Complete as required. The Site Code, State ID and SRM No(s). (contract numbers) can be obtained from the FP&C Project Manager.

Description: This will include a list of each attached SUMMARY that makes up this change order and a brief statement of the work included in each, including RFI No., cost and days from the SUMMARY page.

New Contract Sum: Calculate the new contract amount using the original contract amount, previous change orders and the new change order. Indicate the appropriate word for increase, decrease or unchanged by selecting the appropriate checkbox.

New Contract Completion Date and Revised Time: Calculate the new contract time using the original Contract Completion Date and Contract Time, previous changes in time and the change in time by this change order. Indicate the appropriate word for increase, decrease or unchanged by selecting the appropriate checkbox. Show days in the main column and the date in the blank indicated.

Added Building Area: Show any building area added by this change order. If none, enter "None."

RECOMMENDED: Show the Designer's name and address, sign on the line indicated as "By:" and date on the indicated line.

ACCEPTED: Show the Contractor's name and address, sign on the line indicated as "By:" and date on the indicated line.

APPROVED: For approval by FP&C.

SUMMARY:

(Refer to Article 7 of the Supplementary and General Conditions)

Item No.: Show the Item number as it will appear on the CHANGE ORDER Form. Note: This may be one of several items included in one CHANGE ORDER form.

RFI No.: Show the number of the request for information. This may be known by another name such as COR (Change Order Request,) CPR (Change Proposal Request,) etc.

Project No., WBS No., Date, Project Name. Will auto-fill from information entered on the first tab.

Contractor: Name of General Contractor. Will auto-fill from information entered on the first tab.

Description of Work: Give a brief description of the work included in this **Item**.

General Contractor Direct Costs: Show the total General Contractor Cost from the BREAKDOWN and show the Breakdown No. in the space provided.

General Contractor Total Cost: Show the total General Contractor Cost plus the General Contractor's overhead and profit. The overhead and profit shall not exceed 8% of the Direct Cost.

Subcontractor Cost Breakdowns: List each subcontractor, Breakdown No. and Total Direct Cost (in column "A") from the attached BREAKDOWN sheets. Show the subcontractor's overhead and profit percentage in column "B" and show the calculated total of the direct cost plus the percentage of the direct cost in column "C." If the electronic version of the form is being used, column "C" will be automatically calculated. The overhead and profit shall not exceed 8% of the Total Direct Cost.

Subcontractor Direct Costs Total: Sum of column "A." This will be used to calculate the General Contractor's overhead and profit on the subcontractors' work. If the electronic version is being used, this will be an automatic calculation.

Subcontractor Direct Costs + Subcontractor OH&P: Sum of column "C." This represents the total amount that subcontractors will be paid. Automatic calculation.

General Contractor OH&P on Subcontractor Direct Cost at ___%. The contractors overhead and profit on the subcontractors' direct cost (without subcontractor OH&P.) Enter the percentage of the contractor's OH&P on the subcontractors' work (not to exceed 8%) and show the calculated total of the subcontractors' direct cost plus the percentage of the direct cost in the space. Automatic calculation.

Total Subcontractor Costs: Total of the last two spaces.

Change Order Subtotal: Total of change order except bond.

Performance and Payment Bond at ____%: Enter bond percentage (from amount provided by the contractor at the Pre-Construction Conference) and calculate the amount for the bond.

Amount will be (increased) (decreased) (unchanged) by: Add bond and calculate total change order amount. Indicate "increase," "decrease" or "unchanged" by checking the appropriate box.

Days will be (increased) (decreased) (unchanged) by: Show the number of days to be added or deleted from the contract, if any, due to changes in scope, adverse weather, unusual delays or other factors, **only** if it is proven the critical path is affected. Note that a change in scope does not necessarily indicate a change in time. Indicate "increased," "decreased" or "unchanged" by checking the appropriate box.

BREAKDOWN:

Item No. Show the Item number as it will appear on the CHANGE ORDER Form and the SUMMARY. Note: This may be one of several items included in one CHANGE ORDER form.

RFI No.: Show the number of the request for information. This may be known by another name such as COR (Change Order Request,) CPR (Change Proposal Request,) etc.

Project No., WBS No., Date, Project Name. Will auto-fill from information entered on the first tab.

Contractor: Name of General Contractor or Subcontractor, edit auto-fill as needed.

Direct Cost of Work:

Check here if explained on the Comment Sheet: If rates, unit costs or quantities may appear unreasonable compared to standard costs or quantities the reasons may be explained on the attached comment sheet and the box checked to indicate that there is an explanation.

A. Labor: Include the “wages paid” hourly direct labor and/or foreman necessary to perform the required change. “Wages paid” is the amount actually paid the employee, not the fully burdened charge rate used in the bid, etc. Supervisory personnel in district or home office shall not be included. Do not include the project superintendent, except as permitted by Section 7.2 of Supplementary Conditions. Supervisory personnel on the job-site, but with broad supervisory responsibility shall not be included as Direct Labor, except as permitted by Section 7.2 of Supplementary Conditions. Typically there will be only one superintendent on the job and his/her time shall not be included, except as permitted by Section 7.2 of Supplementary Conditions. Typically all other employees are eligible for inclusion. List by job title each person employed on the work, his/her hourly rate, the number hours work and the extended Total Cost. Do not list crews unless the rates for them are readily available in standard cost estimating references such as R. S. Means. Add the labor burden that was provided at the Pre-Construction conference and in compliance with the Contract Documents, and total the amounts in LABOR TOTAL.

B. Material: Include the acquisition cost of all materials directly required to perform the required change. List each material used in the work, the price per unit, name of the unit, the number of units used and the extended Total Cost. Add the tax rate and tax and total the amounts in MATERIAL TOTAL.

C. Equipment: Include the rental cost of equipment items necessary to perform the change. For company-owned equipment items, include documentation of internal rental rates submitted at the pre-construction conference. Charges for small tools, and craft specific tools are not allowed. List each piece of equipment used in the work, the rate by units of time (hour, day, week, etc.,) number of units of time the piece was in service on the work and the extended total cost. Add the tax rate, calculate the tax and total the amounts in EQUIPMENT TOTAL.

TOTAL DIRECT COST FOR THIS BREAKDOWN: Total of A. Labor, B. Material and C. Equipment. This is the amount that will be carried forward to the SUMMARY Sheet. This amount does **NOT** include Overhead and Profit. This will be added on the SUMMARY Sheet.

COMMENTS SHEET:

The COMMENTS SHEET uses the same heading as the SUMMARY and BREAKDOWN.

The COMMENTS SHEET includes three sections, one each for A. Labor, B. Materials and C. Equipment. These correspond to the sections in the BREAKDOWN. Each comment should be entered in the section to which it corresponds on the BREAKDOWN and numbered to correspond to the appropriate line. Comments are to used only to explain unusual rates, costs or quantities.

UNIT PRICE BREAKDOWN:

The UNIT PRICE BREAKDOWN uses the same heading as the BREAKDOWN.

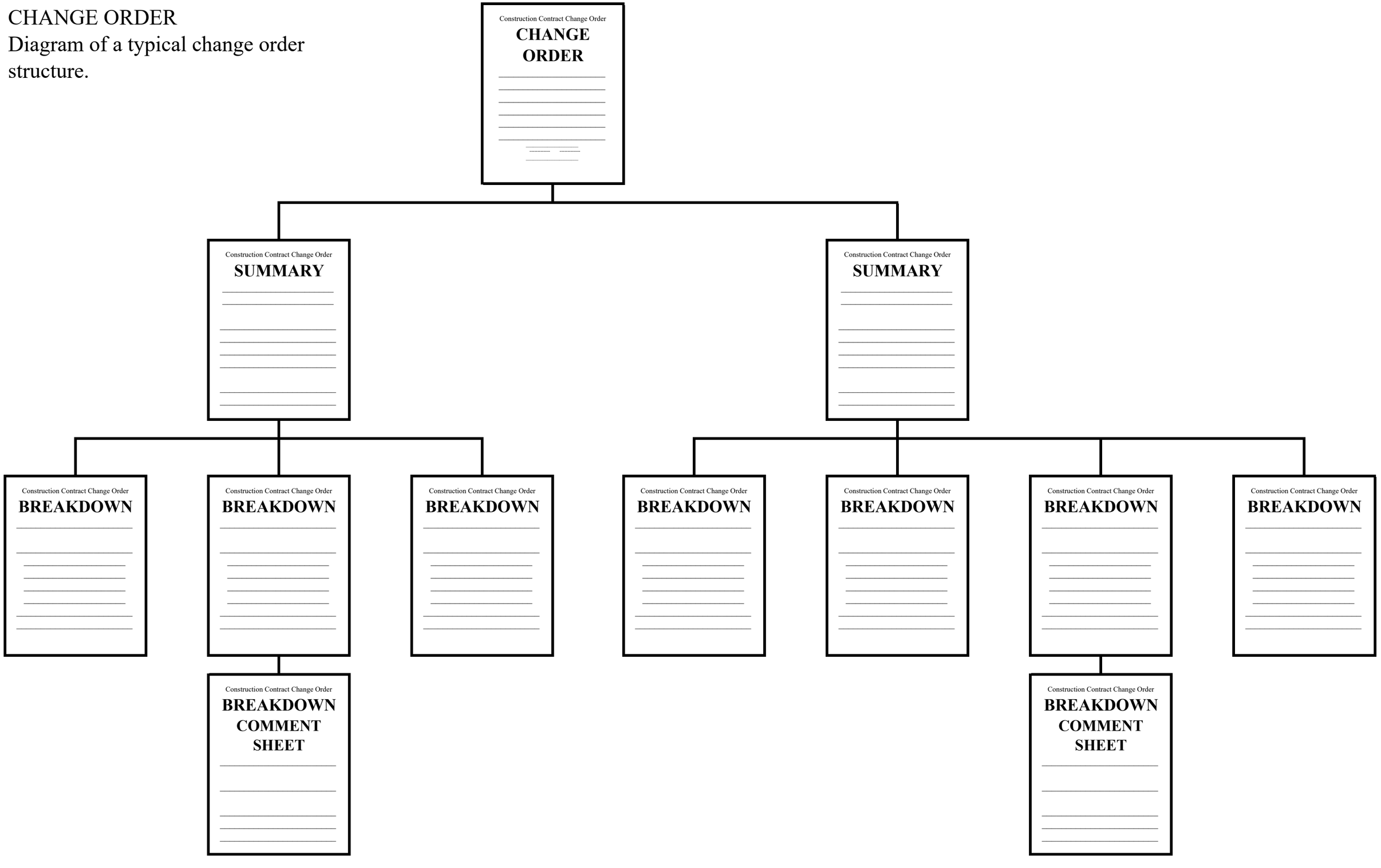
The UNIT PRICE BREAKDOWN is similar to the BREAKDOWN.

Unit Price Tabulation: Each unit price is listed along with its corresponding price and the number of units used in the work. The price and number of units are multiplied to provide the total cost of each unit price item. The pricing reference, such as the bid form for the project or a construction industry standard reference, must be cited for each unit price. This may be more fully described in "Reference Legend,"

Unit Price Total: Sum the unit prices to obtain the total cost for unit prices.

CHANGE ORDER

Diagram of a typical change order structure.



SCHEDULE OF VALUES

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

DIVISION 01 – GENERAL REQUIREMENTS	Quantity	Cost
01 00 00 General Requirements		
01 32 50 Record Drawings, Shop Drawings, Product Data, Samples and other submittals.		
	TOTAL	
DIVISION 02 – EXISTING CONDITIONS		
02 30 00 Subsurface Investigation		
02 41 00 Demolition		
	TOTAL	
DIVISION 03 – CONCRETE		
03 01 00 Maintenance of Concrete		
03 11 00 Concrete Forming		
03 15 00 Concrete Accessories		
03 20 00 Concrete Reinforcing		
03 30 00 Cast-in-place Concrete		
03 40 00 Precast Concrete		
03 50 00 Cast Decks & Underlayment	TOTAL	
DIVISION 04 – MASONRY		
04 01 00 Maintenance of Masonry		
04 05 13 Masonry Mortaring		
04 05 19 Masonry Anchorage & Reinforcing		
04 05 23 Masonry Accessories		
04 20 00 Unit Masonry	TOTAL	
DIVISION 05 – METALS		
05 05 23 Metal Fastenings		
05 10 00 Structural Metal Framing		
05 20 00 Metal Joists		
05 30 00 Metal Decking		
05 50 00 Metal Fabrications		
05 58 00 Formed Metal Fabrications	TOTAL	
DIVISION 06 – WOOD, PLASTICS, & COMPOSITES		
06 05 23 Fastening and Adhesives		
06 10 00 Rough Carpentry		
06 13 00 Heavy Timber		
06 17 00 Shop-fabricated Structural Wood		
06 20 00 Finish Carpentry	SUB-TOTAL	

DISISION 06 – WOOD, PLASTICS, &
COMPOSITES (CONTINUES)

06 40 00	Architectural Woodwork		
06 60 00	Plastic Fabrications		
06 80 00	Composite Fabrications		
		TOTAL	

DIVISION 07 – THERMAL AND MOISTURE
PROTECTION

07 10 00	Dampproofing and Waterproofing		
07 18 00	Traffic Coatings		
07 19 00	Water Repellents		
07 21 00	Thermal Insulation		
07 24 00	Exterior Insulation & Finish Systems		
07 25 00	Weather Barriers		
07 31 00	Shingles and Shakes		
07 32 00	Roof Tiles		
07 40 00	Roofing and Siding Panels		
07 50 00	Membrane Roofing		
07 60 00	Flashing and Sheet Metal		
07 61 00	Sheet Metal Roofing		
07 70 00	Roof & Wall Specialties and Accessories		
07 80 00	Fire and Smoke Protection		
07 90 00	Joint Protection		
07 95 00	Expansion Control		
		TOTAL	

DIVISION 08 – OPENINGS

08 11 00	Metal Doors and Frames		
08 14 00	Wood Doors		
08 15 00	Plastic Doors		
08 30 00	Specialty Doors and Frames		
08 41 00	Entrances and Storefronts		
08 44 00	Curtain Wall and Glazed Assemblies		
08 51 00	Metal Windows		
08 52 00	Wood Windows		
08 53 00	Plastic Windows		
08 56 00	Special Function Windows		
08 60 00	Roof Windows and Skylights		
08 70 00	Hardware		
08 80 00	Glazing		
08 90 00	Louvers and Vents		
		TOTAL	

DIVISION 09 – FINISHES

09 22 00	Supports for Plaster and Gypsum Board		
09 23 00	Gypsum Plastering		
09 24 00	Portland Cement Plastering		
09 29 00	Gypsum Board		
09 30 00	Tiling		
		SUB-TOTAL	

DIVISION 09 – FINISHES (CONTINUED)

09 50 00	Acoustical Ceilings		
09 54 00	Specialty Ceilings		
	Quantity		
09 61 00	Flooring Treatment		
09 62 00	Specialty Flooring		
09 63 00	Masonry Flooring		
09 64 00	Wood Flooring		
09 65 00	Resilient Flooring		
09 66 00	Terrazzo Flooring		
09 68 00	Carpeting		
09 69 00	Access Flooring		
09 97 00	Wall Finishes		
09 91 00	Painting		
09 97 00	Special Coatings		
		TOTAL	

DIVISION 10 – SPECIALTIES

10 11 00	Visual Display Surfaces		
10 14 00	Signage		
10 21 00	Compartments and Cubicles		
10 22 00	Partitions		
10 26 00	Wall and Door Protection		
10 28 00	Toilet, Bath, and Laundry Accessories		
10 44 00	Fire Protection Specialties		
10 51 00	Lockers		
10 56 00	Storage Assemblies		
10 82 00	Grilles and Screens	TOTAL	

DIVISION 11 – EQUIPMENT

11 15 00	Security, Detention, and Banking Equipment		
11 19 00	Detention Equipment		
11 23 00	Commercial Laundry and		
	Dry Cleaning Equipment		
11 26 00	Unit Kitchens		
11 27 00	Photographic Processing Equipment		
11 40 00	Foodservice Equipment		
11 51 00	Library Equipment		
11 52 00	Audio-Visual Equipment		
11 53 00	Laboratory Equipment		
11 61 00	Theater and Stage Equipment		
11 65 00	Athletic and Recreational Equipment		
11 70 00	Healthcare Equipment		
		TOTAL	

DIVISION 12 – FURNISHINGS

12 20 00	Window Treatments		
12 30 00	Casework		
12 40 00	Furnishings and Accessories		
12 50 00	Furniture		
		TOTAL	

DIVISION 13 –SPECIAL CONSTRUCTION

13 10 00	Special Facility Components		
13 34 00	Fabricated Engineered Structures		
13 49 00	Radiation Protection		
		TOTAL	

DIVISION 14 – CONVEYING EQUIPMENT

14 20 00	Elevators		
14 30 00	Escalators and Moving Walks		
14 40 00	Lifts		
14 80 00	Scaffolding		
		TOTAL	

DIVISION 21 – FIRE SUPPRESSION

21 10 00	Water-Based Fire-Suppression Systems Piping		
21 20 00	Fire-Extinguishing Systems		
21 30 00	Fire Pumps		
		TOTAL	

DIVISION 22 – PLUMBING

22 07 00	Plumbing Insulation		
22 11 00	Facility Water Distribution		
22 13 00	Facility Sanitary Sewerage		
22 14 00	Facility Storm Drainage		
22 30 00	Plumbing Equipment		
22 40 00	Plumbing Fixtures		
		TOTAL	

DIVISION 23 – HEATING, VENTILATING, & AIR-CONDITIONING

23 05 93	Testing, Adjusting, & Balancing for HVAC		
23 07 00	HVAC Insulation		
23 09 00	Instrumentation & Control for HVAC		
23 13 00	Facility Fuel-Storage Tanks		
23 20 00	HVAC Piping and Pumps		
23 30 00	HVAC Air Distribution		
23 40 00	HVAC Air Cleaning Devices		
23 50 00	Central Heating Equipment		
23 60 00	Central Cooling Equipment		
23 70 00	Central HVAC Equipment		
		TOTAL	

DIVISION 26 – ELECTRICAL

26 09 00	Instrumentation & Control for Electrical Systems		
26 10 00	Medium-Voltage Electrical Distribution		
26 20 00	Low-Voltage Electrical Transmission		
26 27 00	Low-Voltage Distribution Equipment		
26 30 00	Facility Electrical Power Generating & Storage Equipment		
26 40 00	Electrical and Cathodic Protection		
26 50 00	Lighting		
		TOTAL	

DIVIASION 27 – COMMUNICATIONS

27 10 00	Structured Cabling		
27 20 00	Data Communications		
27 30 00	Voice Communications		
27 40 00	Audio-Video Communications		
27 50 00	Distributed Communications & Monitoring Systems		
		TOTAL	

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 10 00	Electronic Access Control & Intrusion Detection		
28 20 00	Electronic Surveillance		
28 30 00	Electronic Detection and Alarm		
28 40 00	Electronic Monitoring and Control		
		TOTAL	

DIVISION 31 – EARTHWORK

31 10 00	Site Clearing		
31 20 00	Earth Moving		
31 31 00	Soil Treatment		
31 32 00	Soil Stabilization		
31 40 00	Shoring and Underpinning		
31 50 00	Excavation Support and Protection		
31 60 00	Special Foundations and Load-Bearing Elements		
		TOTAL	

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 10 00	Bases, Ballasts, and Paving		
32 30 00	Site Improvements		
32 90 00	Planting		
		TOTAL	

DIVISION 33 – UTILITIES

33 10 00	Water Utilities		
33 30 00	Sanitary Sewerage Utilities		
33 40 00	Storm Drainage Utilities		
33 50 00	Fuel Distribution Utilities		
33 60 00	Hydronic & Steam Energy Utilities		
33 70 00	Electrical Utilities		
33 80 00	Communications Utilities		
		TOTAL	

DIVISION 34 – TRANSPORTATION

34 00 00	Transportation		
		TOTAL	

DIVISION 35 – WATERWAY AND MARINE CONSTRUCTIONS

35 00 00	Waterway and Marine construction		
		TOTAL	

DIVISION 40-43 – PROCESS EQUIPMENT

DIVISION 44 – POLLUTION CONTROL EQUIPMENT

44 40 00	Water Treatment Equipment	_____	_____
44 41 00	Packaged Water Treatment Plants	_____	_____
44 50 00	Solid Waste Control	_____	_____
		TOTAL	_____

DIVISION 45 – INDUSTRY SPECIFIC MANUFACTURING EQUIPMENT

DIVISION 48 – ELECTRICAL POWER GENERATION

48 10 00	Electrical Power Generation Equipment	_____	_____
48 70 00	Electrical Power Generation Testing	_____	_____
		TOTAL	_____

❖ **NOT FOR RECORDATION PURPOSES** ❖

RECOMMENDATION OF ACCEPTANCE

TO: Nicholls State University
906 E 1st Street
Thibodaux, LA 70301

FROM: _____
_____
_____
Design Firm Name and Address

DATE: _____
PROJECT NAME: _____
PROJECT & WBS NUMBER: _____
SITE CODE: _____ STATE ID: _____ SRM #: _____
CONTRACTOR: _____
_____
_____

ORIGINAL CONTRACT AMOUNT: $ _____
FINAL CONTRACT AMOUNT: $ _____
FINAL BUILDING AREA (SQ. FEET): _____

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

DATE OF ACCEPTANCE: _____
CONTRACT DATE OF COMPLETION: _____
NUMBER OF DAYS (OVERRUN) (UNDERRUN) (As of Acceptance Date) _____
LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT $ _____
VALUE OF PUNCH LIST $ _____

Was part of project occupied prior to Acceptance? ☐ No ☐Yes, see attached Partial Occupancy Forms
ADA Certificate of Compliance Required? ☐ No ☐Yes, see attached form.
La. Building Code Certificate of Compliance Required? ☐ No ☐Yes, see attached form.

ROOF GUAR-MANUF: _____ START DATE: _____ END DATE: _____
ROOFER: _____ START DATE: _____ END DATE: _____

Signed: _____
DESIGNER

FOR USE OF PROJECT MANAGER:

Signed: _____
PROJECT MANAGER

c: User Agency

❖ **NOT FOR RECORDATION PURPOSES** ❖

CERTIFICATE OF COMPLIANCE

with

Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines

TO: Nicholls State University
906 E 1st Street
Thibodaux, LA 70301

FROM: _____
_____
_____
Design Firm Name and Address

PROJECT NAME: _____
_____

PROJECT & WBS #: _____
_____

SITE CODE: _____ STATE ID: _____

DATE OF ACCEPTANCE: _____

I, _____ certify that, to the best of my knowledge and belief, this project has been constructed in compliance with the Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines as reviewed by the fire marshal.

_____ Date: _____
Designer Signature

State of Louisiana
DIVISION OF ADMINISTRATION
Facility Planning and Control

CERTIFICATE OF COMPLIANCE
with
Louisiana Building Code for State Owned Buildings

TO: Nicholls State University
906 E 1st Street
Thibodaux, LA 70301

FROM: _____
_____
_____
Design Firm Name and Address

PROJECT NAME: _____
_____

PROJECT & WBS #: _____
_____

SITE CODE: _____ STATE ID: _____

DATE OF ACCEPTANCE: _____

I, _____ certify that, to the best of my knowledge and belief, this project has been constructed in compliance with the construction documents determined to be satisfactory by the State of Louisiana, Division of Administration, Office of Facility Planning and Control.

_____ Date: _____
(*Signature of Designer or Owner/User)*

DIVISION OF PROFESSIONAL RESPONSIBILITIES



The Architect's stamp affixed at the left indicates that all divisions and sections not referred to below were prepared by or under the Architect's responsible supervision. Those sections cited below were prepared by others.

SECTION 01 10 13 - CADD / ELECTRONIC FILES

PART 1 - GENERAL

1.1 SCOPE

A. **Electronic files for this project shall not be provided to the Contractor or any of his subcontractors or material suppliers.**

B. Electronic files are instruments of service by the professionals on this project and shall not be used as a convenience in preparation of shop drawings for the referenced project.

C. Any acquisition of electronic files in any form or manner shall be at the sole risk, liability and legal exposure to the acquirer.

D. Reason for not providing CADD / Electronic Files - Electronic files are not construction documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. The accuracy or completeness of an electronic file cannot be guaranteed. Electronic files could conflict with the signed code reviewed hard-copy construction document. In the transfer of electronic files, there is no guarantee that the file will be transferred completely, and that the software being used to upload the electronic files is compatible and captures all items from the electronic files. **BECAUSE INFORMATION PRESENTED ON ELECTRONIC FILES CAN BE MODIFIED, UNINTENTIONALLY OR OTHERWISE, THE DESIGN PROFESSIONALS CANNOT ALLOW THIS LIABILITY / EXPOSURE.**

END OF SECTION 01 10 13

SECTION 01 11 00 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 SCOPE

A. Generally, the work under this Contract shall be for all work done primarily within the construction work area and the construction of the following:
Project: **MAINTENANCE BUILDING ROOF REPLACEMENT FOR NICHOLLS STATE UNIVERSITY**
Architect's Project No.: 2407
Location: THIBODAUX, LOUISIANA

B. As described by the Contract Documents prepared by Gossen-Holloway-Cortez, A Professional Architectural Corporation, 315 East Second Street, Thibodaux, Louisiana, such work includes but is not necessarily limited to new construction, demolition of existing roofs and other miscellaneous work as indicated and described by the bidding / contract documents in Divisions shown below:
1. Architectural documents

C. Provisions and installation of specialty items, equipment and furnishings as specifically shown in the architectural sheets and specifications as indicated and described by the bidding contract documents, etc. This shall include provisions of utility hook-ups, rough-ins, anchors, blocking, structural support, substructure and/or other work as necessary for or incidental to the furnishing and installation, complete, of the roofing of existing building and other miscellaneous work indicated.

D. The General Contractor, also referred to as the Contractor in the plans and specifications, shall be responsible for a complete and finished final product. He shall provide and furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishings and installation complete of all work under this contract as described above, in accordance with the provisions of the Contract Documents and completely coordinated with that of all other trades. **Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, safe, and complete installation shall be furnished and installed as part of this work. The Contractor shall also provide all Subcontractors with a complete set of Contract Drawings and Specifications. The Contractor and Subcontractors shall be responsible for their portion of work indicated on any drawing or in any specification included in the Contract Documents. Any Contractor or Subcontractor item shown or indicated on the Contract Drawings or described in the Contract Specifications shall be provided by the Contractor whether or not the items have been included on the shop drawings. (Note: Shop drawings are not part of the Contract Documents. The purpose of shop drawings is to serve as an aid to the Contractor, Subcontractors and Material Suppliers.)**

E. **The General Contractor shall take particular care during construction to provide all flashing placement. The General Contractor shall be required to take digital shots of flashing before covered or enclosed and send a digital copy to the Architect with a plan indicating the location of the picture. The General Contractor shall also sign a statement indicating that all flashing required in the roof, walls, etc. has been installed.**

F. The General Contractor shall employ a full-time, qualified superintendent who is experienced in the field of construction. This superintendent must coordinate all phases and trades of the project and shall remain on this project until final payment. **Superintendents working with tools will not be permitted.**

G. The construction as shown and described in the Contract Documents consists of the following: (This is a partial list. Refer to the rest of this specification and drawings for additional notes and information.)

1. THE SCOPE OF WORK FOR MAINTENANCE BUILDING ROOF REPLACEMENT FOR NICHOLLS STATE UNIVERSITY PERTAINS TO THE REROOFING OF THE ENTIRETY OF THE WAREHOUSE BUILDING WHICH IS LABELED ON THE DRAWINGS. IN ADDITION, MISCELLANEOUS EXTERIOR AND INTERIOR REPAIRS SHALL BE COMPLETED WITHIN THE SCOPE OF THIS PROJECT.
    a. THE WAREHOUSE SHALL RECEIVE A STRUCTURAL RETROFIT ROOF SUB-FRAMING SYSTEM ALONG WITH A NEW T-LOCK STANDING SEAMED METAL ROOF SYSTEM. NEW RETROFIT ROOFING STRUCTURAL SYSTEMS SHALL BE INSTALLED OVER THE EXISTING ROOF AND SHALL BE SECURED TO THE EXISTING METAL BUILDING STRUCTURE.

H. PHASING

1. There are no specific phasing requirements, however the University Administration has the authority to stop work if it interferes with facility function. The Contractor shall contact the University Administration to coordinate all access and construction activity. The Contractor shall verify that any activity shall not jeopardize the interior contents of the building in any way.

1.2 DIVISION OF RESPONSIBILITY

A. These specifications are prepared in such a way as to distinguish as much as is possible the responsibilities and work of the Contractor, Subcontractor and Material Suppliers generally using the MasterFormat 2016. **It shall be the responsibility of the Contractor to determine whether all phases of the work are included in his proposal at bid time and during construction who has the actual responsibility to perform the work as long as all parties are capable, so far as experience and ability are concerned, to do so.**

1.3 WARRANTY PERIODS

A. Unless specified otherwise for individual and particular parts of the work, all workmanship, materials and equipment included in the work of the contract shall be unconditionally guaranteed for a period of one (1) year from the date of substantial completion of the project.

Final acceptance of the project shall be the date established by the Architect as the date when final payment to the contractor is due.

This one (1) year warranty shall have no effect on other longer warranties required elsewhere in these specifications and drawings (Contract Documents).

B. During the warranty period, if any phase of the work is found to be defective in quality or workmanship, the Owner or his representative may, upon demand, require that the Contractor correct the defect by repair or entire replacement of equipment and/or materials as the situation demands. **When this becomes necessary, the warranty period, for the defective work only, shall be extended for a period of one (1) year from the date of acceptance of the new work.**

C. **UNLESS SPECIFIED OTHERWISE IN SECTIONS OF THESE SPECIFICATIONS, WARRANTIES OR GUARANTEES SHALL BEGIN ON THE DATE OF SUBSTANTIAL COMPLETION OF THE PROJECT.**

1.4 PERMITS AND CODES

A. City-Parish regulation, and permitting are not required on State Projects.

B. The Roofing Contractor shall be responsible for compliance with all codes, regulations, ordinances and laws specifically of interest is the disposal of trash and debris, burning on site and transportation through the local Parish or County. Familiarization with all special restrictions and requirements is the sole responsibility of the Contractor prior to bidding.

C. Occupational Safety and Health Administration (OSHA) is for the workplace and those working in it. The regulations are naturally a prime responsibility of the contractor including OSHA Regulation 1926.52 for lead removal. In matters of the interpretation of the meaning of the regulations not specifically set forth, it is the contractor's responsibility to determine the correct specified interpretation of the means and methods he chooses to use on this project.

D. Familiarization with all special restrictions and requirements is the sole responsibility of the Roofing Contractor prior to bidding.

1.5 ORDERING AND DELIVERY OF PRODUCTS

A. **It is important for Contractor, Subcontractors, and Materials Suppliers to order products specified to be used in the project as soon as possible. Failure to order promptly any products specified, especially those with long delivery dates, may cause the project to be delayed and will not constitute a valid reason for substitution of a different product in order to save time. It is the responsibility of those who furnish the products, to this project, to order them promptly and problems caused by their procrastination will also be an assumed responsibility.**

1.7 COORDINATION OF WORK

A. **Most of the demolition and new construction will be performed during the wok week. Care shall be taken by the Successful Contractor when working on the demolition and new construction due to construction noise and safety issues:**
   1. Noisy work shall be accomplished in coordination and approved with the facility administration. not disrupting the normal functions of the facility since it will be occupied for the duration of the new construction. The administration shall be consulted for any possible conflicts anticipated during construction.

B. **The Contractor is solely responsible for securing and protecting the facilities physical plant, stored materials, equipment and of people in the work area. The Contractor shall maintain all existing means of egress and all existing fire protection features at all times during construction.**

C. All details shown are derived from existing, original documents, which were available, and onsite visual evaluations and professional judgements. Actual details may vary from those anticipated. As soon as variations are discovered, any modifications to the design replacement detail must be verified and coordinated with the Architect before work can be completed.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 11 00

SECTION 01 31 13 - PROJECT COORDINATION
(MEETINGS, SCHEDULES, AND REPORTS)

PART 1 - GENERAL

1.1 SCOPE

A. Meetings, schedules and reports shall be required to promote an orderly review during the progress of the work and to provide for a systematic discussion and solution to difficulties and problems encountered on the job. The Architect shall conduct all project meetings and receive for distribution all schedules and reports.

B. Refer to the General Conditions, Specific Conditions and other parts of the contract documents for information on bonds, pre-bid conferences, surveys, warranties, guarantees, initial progress schedules, schedules of values, list of subcontractors, reports, shop drawings and other meetings, schedules or reports required.

1.2 SPECIFICS

A. **Monthly Progress Meeting:** At a time and place set by the Architect, at the convenience of the Contractor, Owner and the Architect, there shall be a monthly progress meeting. When possible, the time and meeting place shall be consistent, and the date shall be approximately the same (Example: first Monday of the month). The Contractor will be notified once of the date, time, and place and thereafter, no notice shall be required as the meetings shall be prescheduled and the Contractor will be responsible for his attendance and that of his representatives.

1. The Contractor SHALL HAVE AN UPDATED COPY OF THE PROGRESS SCHEDULE (see 3.10 General Conditions) WHICH SHALL SHOW CURRENT PROJECT COMPLETION DATES including all phasing and a list of any and all questions, problems, coordination requirements, complaints, etc. which may affect the work. It is suggested that a Subcontractors meeting be held between the General Contractor and Subcontractors prior to the progress meeting. Generally, subcontractors are not required to attend progress meetings as the General Contractor is capable of relating any Subcontractor problems or questions which may involve Owner or Architect. This meeting shall not be used to conduct business of a nature which does not include the attention of the General Contractor, Owner or Architect. However, it is important for all parties necessary for discussion on any particular item be present. Those present **SHALL** have authority to commit to solutions agreed upon in the project meeting.

B. **Construction Schedules:** The General Contractor shall prepare a current and accurate projected construction schedule monthly. This schedule should show all past progress, percentage of work completed to date, days ahead or behind schedule and projected completion dates. All areas and phases of the work shall be presented individually, and a specific estimate of the overall project progress shall be given. The schedule presented shall be such that a reasonably accurate picture of the work in progress can be seen. See 3.10 General Conditions. **When the project is behind schedule, a written explanation on means and methods required to expedite construction schedule to meet the project completion date shall be provided to the Architect. Refer to Article 8.2.4 of the Supplementary Conditions for additional information.**

C. **Delays and Bad Weather Log**: The General Contractor shall prepare and keep a log of all allowable delays to the completion of the project which shall be submitted in writing for review by the Architect. Allowable delays, as can be documented will be approved in writing by the Architect who will prepare a change order extending the contract time. Allowable delays are defined in 8.3 Delays and Extensions of Time, General Conditions and 8.3.4 of the Supplementary Conditions. The Architect shall be the final authority on the appropriateness of claims for delay. The General Contractor shall submit a report monthly at the progress meeting. **However, any claim for extension of time shall be**

made in writing to the Architect not more than 20 days after commencement of the delay; otherwise, it shall be waived. **The Contractor shall utilize www.wunderground.com in calculating bad weather log/days.**

D. **Special Meetings:** As required by circumstances on the job and/or related to the work, special meetings may be called by the General Contractor, the Architect, or the Owner. All special meetings shall be administered by the Architect. To the maximum extent practicable, the Architect shall be notified of the request for a meeting and the agenda 48 hours minimum in advance. Emergency meetings may be called with less than minimum notice.

E. **Pre-Bid Conference:** Prior to the bid, the Architect shall notify the bidders, by addendum, of a Pre-bid Conference. Time, date and location shall be stipulated at the time of notification by the Architect. Each bidder will endeavor to **thoroughly familiarize** himself with the bidding documents so that as many interpretations as possible may be made by the Architect and published in addendum. **At the Pre-Bid the design professional shall pass around a Sign-In Sheet prior to beginning the formal meeting. The sign-in sheet shall have an area to fill in the signature of the person representing a contractor, the company being represented, the Louisiana license number of the contractor, phone and fax number of the Contractor, and an email address of the Contractor. All the five above items shall be required. (The information required may be emailed to our office before the Pre-Bid at michelle@ghcarchitects.com. Emailing this information to our office shall not relieve the contractor of the requirement to be represented at the Pre-Bid Conference.) The sign-in sheet shall be collected by the design professional prior to the completion of the meeting. Contractors shall not be allowed to sign the sign-in sheet after it is collected by the design professional. All questions from bidders shall be submitted by email to michelle@ghcarchitects.com. All questions sent by email shall have the project name in the subject area of the email.**

F. **Pre-Construction Conference**: After the contract has been executed, the Architect shall arrange with the owner and contractor and conduct a pre-construction conference to be held at the project site. The contractor shall be responsible to see that his principal subcontractors are in attendance and shall furnish six (6) copies to the Architect of the finalized list of items below:

1. Schedule of Values: A breakdown of the Contract Cost shall be as required by the Owner and the Architect. This schedule of values shall be broken down based on the Masterformat as indicated in the Table of Contents **with some additional breakdowns as they relate to the Architect's Consultants**. No payments will be made to the Contractor until this breakdown is received in a form that the Owner and the Architect have approved.

2. A final list of subcontractors and material suppliers: A final list of subs with their proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work shall be required. **A preliminary list is required in Article 6.1.2 of the Instructions to Bidders, which states that the successful bidder shall provide a list of subcontractors and material suppliers within 72 hours. At this pre-construction meeting, the Contractor shall submit his final, completed list of subcontractors and material suppliers. There is additional information required under 6.1.2 that the Contractor needs to review such as the resume of the bidder's proposed project superintendent and key personnel.**

3. The construction schedule.

G. **Monthly Report by General Contractor:** The enclosed form or facsimile shall be submitted with appropriate attachments at each monthly meeting as well as the monthly request for payments. All pending business shall be listed including but not limited to:
1. unresolved problems of construction

2. status of outstanding change orders
3. status of project samples and shop drawings not received
4. status of record documentation (drawings and specifications) along with deviations of plans and actual conditions - **Record Documentation shall be present for each monthly meeting for review with the Architect or his representative.**
5. status of test and reports
6. status of construction schedule along with delays
7. status of Application for Payments
8. other items that the Contractor requires discussion / solution
9. any pending business between Owner, Architect, and/or Contractor

H. **Application and Certificate for Payment:** As indicated in 9.3 of the General Conditions, copies of requisitions (receipts) from subcontractors and material suppliers and proof of specific insured stored offsite materials shall accompany all Applications and Certificates for Payment. Applications for payment shall not be processed if lacking the above detailed information required.

I. **Roofing Coordination Meetings:**

1. Pre-Roofing Conference: Before the roofing work is scheduled to commence, after shop drawings have been reviewed by the Architect, and before any materials are ordered, **a conference shall be called at the jobsite by the Contractor for the purpose of reviewing the drawings and specifications.** The intent is to resolve questions before the work is started. The conference shall be attended by the roofing contractor, and his foreman, General Contractor's Superintendent roof manufacturer's representative as well as the Architect's representative.

2. **Pre-application Conference:** Before the roofing work is scheduled and within one week of roofing application is to commence, after shop drawings have been reviewed by the Architect, a conference shall be held at the jobsite for the purpose of a final review of drawings and specifications. The intent is to resolve questions before any work is started. (The manufacturer's representative shall be present.)
   a. The Contractor and Roofing Manufacturer shall submit a proposed roof assembly letter describing all Roof System Elements from the remaining/ existing structure upward. This letter shall include retrofit framing, insulation, roofing panels, clips, fasteners and penetration flashings (as applicable). This letter shall reflect information outlined in the approved Shop Drawings.

3.. **At start up, prior to completion and at completion,** the roofing contractor must inspect the roof and issue to the Architect a certificate stating that the material and workmanship on the project are in compliance with the requirements and specifications of the manufacturer for an installation complying with a 20 year unlimited guarantee/warranty. At the completion visit, the contractor shall make a punch list of items to be completed with a dollar value and shall revisit the project to confirm that all punch list items have been completed. **(The Architect shall be sent a copy of this punch list.)**

J. The Owner may, at their option, select and employ at the Owner's expense a roofing system consultant to review the construction documents and/or perform surveillance during any installation of substrate, roofing, flashing and any other part of the total roofing system.

1. An independent roofing inspection service specializing in performing Non-Destructive Evaluation for moisture detection purposes, before the final acceptance of the roofing or before the end of the roofing Guarantee Period.
2. Have a full time representative on sit during the roofing installation, Additionally, the Owner will conduct a moisture survey using the Owners own forces and equipment prior to the Department's approval and acceptance of the roof.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

DATE: _____

PROJECT: _____

PROJECT NUMBER: _____

PREPARED BY: _____

MONTHLY REPORT BY GENERAL CONTRACTOR (To be presented to Architect on site.)

A. CONTRACT SUM STATUS

1. Original Contract Sum: _____
2. Approved Change Order Amount to date (cumulative): _____
3. Current Contract Sum: _____
4. Total Amount Completed and Stored to date (including retainage): _____
5. Total Contract Percentage paid/pending: _____

B. CONTRACT TIME STATUS

1. Notice to Proceed date: _____
2. Contract Time: _____
3. Contract Days Elapsed: _____
4. Projected Days to Completion: _____
5. Percent of Time Elapsed: _____
6. Delay and Bad Weather Days Granted to Date: _____
7. Delay and Bad Weather Extension Days Requested this Report: _____

C. To be included in this report (Please check):

( ) Updated Construction Schedule (5 copies)
( ) Delays and Bad Weather Log (all claims shall be made in writing to the Architect)
( ) Application for Payment (3 Notarized and 2 Copies) (See paragraph 1.3 H. above.)
( ) Review of items modified on record drawings
( )
( )
( )

Comments, questions and pending business (Please list):

1. Unresolved problems of construction -

2. Outstanding change orders -

3. Project samples and shop drawings not received -

4. Deviation of plans and actual conditions along with status of Record Documentation -

5. Tests and reports -

6. Construction Schedule and Possibilities of delays -

7. Application for Payments -

8. Any pending business -

END OF SECTION 01 31 13

SECTION 01 33 23 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.1 SCOPE

A. The General Contractor shall be responsible for the furnishing and submittal of shop drawings and samples as required for the work. These shall be in accordance with 3.12 of the General Conditions. All shop drawings and samples shall be submitted directly from the General Contractor to the Architect.

B. **All shop drawings not reviewed, stamped, dated and signed by the General Contractor prior to submittal to the Architect will be returned as rejected.** The General Contractor shall be responsible for all dimensions, quantities, assortments, and accuracies of the shop drawings. Generally, notes and markings on the shop drawings by the Contractor placed after the review by the Architect shall be null and void unless again reviewed by the Architect.

C. Samples submitted shall remain on file in the office of the Architect and may not be returned.

D. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity. Also coordinate the transmittal of different types of submittals for related parts of the work so processing will not be delayed because of the need to review submittals concurrently for coordination.

1. **The Architect reserves the right to withhold action on any submittals requiring coordination with other submittals or additional information until the related submittals or additional information are received from the Contractor.**

E. **NOTE: Any changes to shop drawings submitted from the Contract Documents shall be highlighted in yellow on the shop drawings. (Dimensions, size, colors, etc.)**

F. **Contractor agrees that all shop drawings required for the project shall be submitted according to the provisions and paragraph 3.12.15 of the Supplementary Conditions after Official Notice to Proceed. Failure to submit all shop drawings within the stipulated period, through no fault of the Architect or Owner, the Contractor will be charged Liquidated Damages in the amount of $200 for each calendar day beyond the schedule indicated in 3.12.15 of the Supplementary Conditions. (The $200 Liquidated Damage amount shall be assessed by deducting from monies which may become due and payable to the Contractor.)**

NOTE: IN A WORSE CASE SCENARIO, IF A SHOP DRAWING IS SUBMITTED, WHETHER IT BE A NEW SHOP DRAWING OR RESUBMISSION, ON THE FINAL DATE ALLOWED IN THE ABOVE SCHEDULE FOR SUBMISSION, THAT SUBMITTAL SHALL HAVE 30 CALENDAR DAYS FROM THE DATE THAT THE ARCHITECT RETURNS THE REVIEWED SHOP DRAWINGS TO THE CONTRACTOR AND NOT THE DATE ON WHICH THE CONTRACTOR RECEIVED THEM. AFTER THIS FINAL 30 CALENDAR DAY PERIOD, PARAGRAPH 3.12.15 APPLIES. ALL NEW SHOP DRAWINGS OR RESUBMISSIONS SUBMITTED AFTER THE FINAL DATE SHALL BE ASSESSED ACCORDING TO PARAGRAPH 3.12.15.

G. **NOTE: Electronic Submittals are acceptable methods of delivery for shop drawings. Copies of all electronic shop drawings**

1.2 SUBMITTAL PROCESSING TIME

A. The Architect will endeavor to review and return each submittal as quickly as possible. The processing time shall start upon Architect's receipt of submittal as follows:

1. Allow the Architect fourteen (14) working days for review of each submittal.

2. Allow an additional five (5) working days for structural, mechanical, electrical, and civil submittals.

3. If a submittal requires coordination with other submittals or additional information is required, additional time for processing of the submittal will be required. The number of days will depend upon the submittal, coordination and/or additional information requirements.

4. Allow seven (7) additional working days for the return of submittals to the Contractor on either of the abovementioned situations.

5. The General Contractor shall be solely responsible for the timely delivery of submittals and shop drawings, samples, and colors. Submittals shall be made far enough in advance of scheduled dates of installation (45 calendar days) to provide time required for reviews, revisions, re-submittals, placing orders, fabrication and delivery. This includes the distribution of shop drawings, product data, and samples to all subcontractors, material suppliers, etc. by the Contractor. **Incomplete submittals are considered "NO SUBMITTAL".**

PART 2 - PRODUCTS

2.1 MATERIALS

A. Furnish Architect with PDF's of every sheet required. **(PDF's ARE TO BE REVIEWED, STAMPED APPROVED AND DATED BY THE CONTRACTOR BEFORE SUBMITTING TO THE ARCHITECT.)** PDF's will be reviewed by the Architect and noted. One approved set shall be kept on job site at all times.

B. The General Contractor shall keep a log recording shop drawing items, dates submitted and status of shop drawings. A similar log shall be kept on the jobsite.

2.2 SUBMITTALS

A. The General Contractor shall furnish and submit shop drawings and samples as shown in the various sections of the specifications as well as the following: **NOTE: Any changes from the Contract Documents shall be highlighted in yellow on the shop drawings. (Dimensions, size, colors, etc.)**

1. Shop Drawings (this list is not inclusive):
   a. Flashings and Sheet Metals – flashings, gutters, and downspouts
   b. Joint Sealants
   c. Retrofit Structural Roof Sub-Framing System
   d. Rough Carpentry (treated lumber)
   e. T-lock Standing Seamed Metal Roof System

2. Samples and Colors:
   a. T-lock Standing Seamed Metal Roof
   b. Flashings, Sheet Metal and Gutters
   d. Sealants

2.3 SUBSTITUTIONS

A. After the bid, do not substitute materials, equipment or methods unless such substitution has been specifically approved in accordance with 3.3.1 thru 3.3.9 of the Instructions to Bidders and Section 01 33 24 - Substitutions.

B. "or equal": Where this phrase or similar phrases occurs in the contract documents, do not assume that materials, equipment or methods will be approved as equal unless the item has been specifically reviewed and so approved, in writing, by the Architect prior to bid opening. The decision of the Architect shall be final.

2.4 PURPOSE

A. The purpose of shop drawings is to serve as an aid to the Contractor, Subcontractor, and Material Suppliers which furnishes more detailed information specifically tailored to the uniqueness of each project with respect to the job conditions. **Variations from the contract document drawings shall be specifically pointed out and labeled "Design Variation".** The architect shall review shop drawings in accordance with 4.2.7 of the General Conditions. Failure to provide shop drawings may cause delays, mistakes, misinterpretations, and other problems which are the sole responsibility of the Contractor to solve.

B. The shop drawing review is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections or comments made on the shop drawings during this review do not relieve the contractor from compliance with the requirements of the plans and specifications. Approval of a specific item shall not include approval of an assembly of which the item is a component. Contractor is **solely** responsible for: dimensions to be confirmed and correlated at the jobsite; information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences, and procedures of construction; coordination of the Work of all trades and for performing all work in a safe and satisfactory manner.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 23

SECTION 01 33 24 – SUBSTITUTIONS

PART 1 - GENERAL

1.1 Substitutions made prior to bidding are set forth in paragraph 3.3 of the Instructions to Bidders.

1.2 For substitutions by the Contractor after the signing of the contract the Architect will only consider such substitutions under the following circumstances:

A. The Owner has given written instructions to the Architect to approve such substitution(s).

B. The manufacturer of the product specified is unable to supply the product.
1. The Architect will require written proof from the manufacturer or reliable source that this situation exists.

C. The Architect discovers that the product specified is inappropriate, in the opinion of the Architect, to perform in the project.

1.3 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Conditions, Instructions to Bidders, and as mentioned above or as mentioned in this section.

1.4 By making requests for substitutions based on Subparagraph 1.3 above, the Contractor:

A. represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

B. represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

C. certifies that the cost data presented is complete and includes all related costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;

D. will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects; and

E. **represents that the Contractor has personally investigated that the product he indicates is no longer being manufactured and has, in fact, been discontinued by the manufacturer or that the manufacturer is out of business. Contractor stating that his subcontractor is indicating that the product is no longer manufactured or the manufacturer is out of business, is not considered personally investigating the product by the Contractor.**

1.5 Should a Contractor propose a substitute material or method assembly that is of questionable quality to the Architect, suitable tests may be required to establish a basis for acceptance or rejection. Such tests will be paid for by the Contractor and conducted in accordance with Article 13.4, Tests and Inspections of General Conditions.

1.6 Architect's decision on all substitution requests is final and binding.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 24

SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SCOPE

A. The General Contractor shall provide the following temporary facilities on the immediate work site and maintain the same for the duration of the work:
   1. Temporary utilities
   2. Sanitary facilities
   3. Storage shed and/or yard
   4. Protection of the site
   5. Security and Safety
   6. Temporary Site Fencing

B. Related work: See General Conditions, Supplemental Conditions, and other sections of the contract documents for additional information on temporary facilities, safety barricades, coordination with existing site and/or building facilities, trash removal, etc.

C. Locate storage facilities, sanitary facilities and other temporary and support facilities **with the Owner and the Architect** for easy access. Maintain support facilities until substantial completion. Personnel remaining at the site after substantial completion will be permitted to use the permanent facilities, under conditions acceptable to the Owner.

D. The General Contractor shall be responsible for the orderly arrangement and usage by his subcontractors, of their temporary facilities and maintaining control of the site as an orderly and safe stage for construction.

1.2 MATERIALS

A. Temporary Field Office: The General Contractor shall be allowed to keep **Contract Documents, along with shop drawings**, in his vehicle and shall be available daily. The successful Contractor shall give the cell phone number of the job superintendent to the Architect.

B. Temporary Utilities:

   1. Electrical Power Service: The General Contractor's use of the Owner's existing electrical service shall be allowed; however, the Contractor shall minimize its use and limit only to what is needed for the project. (If the Owner realizes an unusual spike in the electrical bill for the time/duration that the Contractor is on site, the Owner may require reimbursement for the difference in the average electrical bill.) Any damage to the Owner's electrical service shall be repaired immediately so as not to disrupt the Owner's activities and shall be repaired at the Contractor's expense.

   2. Water Service: The Contractor's use of the Owner's existing water service shall be allowed; however, the Contractor shall minimize its use and limit only to what is needed for the project. (If the Owner realizes an unusual spike in the water bill for the time/duration that the Contractor is on site, the Owner may require a reimbursement for the difference in the average water bill.) Any damage to the Owner's water service shall be repaired immediately so as not to disrupt the Owner's activities and shall be repaired at the Contractor's expense.

C. Sanitary Facilities: The General Contractor shall provide and maintain temporary sanitary facilities for the duration of the work. In no case shall any personnel be allowed use of either existing or new toilets, bathrooms, washrooms, sinks, lavatories, showers, tubs, water fountains, kitchen equipment, etc. The General Contractor shall be responsible for monitoring all personnel including subcontractors and installers to prevent usage of owner sanitary facilities, furnishings, and equipment. The contractor supplied sanitary facilities and surrounding areas shall be maintained in a sanitary condition at all

times. Provide temporary self-contained toilet units, as required, that are shielded to insure privacy.

D. Storage Shed or Yard: The General Contractor shall provide and maintain a secure and safe area for the protection of all stored materials and equipment for the project. The contractor may use a shed or storage trailers and/or yard in size as required to accommodate construction tools, materials, and equipment. All storage sheds / trailers shall be sufficiently secured and protected from damage by weather and vandalism. In any case, all items remain the responsibility of the General Contractor and shall be stored in such a manner to comply with all pertinent safety and other regulations and codes. **The Architect and Owner will decide, in coordination with the Contractor, concerning the storage shed or yard that will be utilized during the project.**

E. Protection of Site: The General Contractor shall be solely responsible during the work of this contract for the security and safety of the site, physical plant, stored materials, equipment and of people in the work area. Refer to Section 10 of the General Conditions for additional information. In any case, the site and its contents remain the responsibility of the General Contractor and shall be kept in such a manner to be secure and safe and to comply with all pertinent safety and other regulations and codes.

F. Security and Safety: The General Contractor shall be solely responsible for security and safety of all people and property including the Owner's fixed and moveable property within the existing facilities during reroofing operations, especially while areas are uncovered from the roof to the interior of the building. This shall occur when the existing facilities are placed in the care of the General Contractor for operations outside of the Owner's normal occupancy period. Extreme care shall be taken to ensure that the facilities are secured / weather-tight at all times and the Owner's movable property is protected from weather or vandalism. Work during after-hour periods shall be scheduled with the Owner and shall include pre and post inspections of the areas by both the Owner and the General Contractor if this occurs during this project. The General Contractor shall reimburse the Owner for any weather damaged or missing property when working after school hours.

G. Temporary Site Fencing: The General Contractor shall provide and maintain a temporary barrier and / or fence of a design and type to prevent entry into the work area by the public/students. Before construction operations begin, install a 6'H orange construction fence enclosure with vertical supports every 6' o.c. All temporary fencing shall be maintained in an acceptable condition and appearance for the duration of the project. Provide areas of passage in the number and size required to accommodate construction operations. Locate around the construction site and secure areas vulnerable to vandalism or those areas of potential danger to the public. The Contractor shall provide the size required to accommodate construction operations. Install temporary fencing in a manner that will discourage people from easily entering the staging area except by a controlled entrance area. Refer to Section 10 of the General Conditions for additional information.

H. Construction parking shall be as directed by Nicholls State University.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 Maintain temporary facilities throughout the duration of the work. Keep clean, neat, orderly, and comply with all safety and regulatory codes, ordinances, and laws.

3.2 Remove all temporary facilities promptly at the completion of the project. Leave the final project in a spotless condition.

3.3 During the execution of the work, comply with all codes and regulations in manner of execution, especially safety regulations. All property and facilities adjacent to the work area and/or in the work area but not in the contract shall be disturbed as little as possible. (Any area disrupted shall

be brought up to original condition within the construction work area/staging area. The Owner shall be the judge of original condition.)

END OF SECTION 01 50 00

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 Related Documents

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 1 thru 46 of the specification sections, all apply to this section of the specifications. In general, the provisions of all the Contract Documents are part of this section.

1.2 General Requirements

A. This section includes administrative and procedural requirements for the contract closeout including, but not limited to, the following:
   1. Project Review Procedures
   2. Record Documentation
   3. Operations and Maintenance Manuals, Bonds and Guarantees
   4. Fire Marshal Information
   5. Demonstration and Training of Owner's Personnel
   6. Final Project Cleaning

B. Mechanical and Electrical Divisions have related information concerning Operation and Maintenance Data, Guarantees / Warranties, Demonstration and Training, along with specific closeout and special cleaning requirements.

C. The Contractor shall start accumulating required Substantial Completion manuals, guarantees / warranties, materials, equipment, and other closeout items as early as during the shop drawings, product data, and samples review process.

1.3 Project Review Procedures

A. Substantial Completion Review

1. Preliminary Requirements: **Before the Contractor requests a project observation for determining date of Substantial Completion**, the following list of items shall be completed:

   a. **Prepare a list of uncompleted items and items to be corrected by the Contractor or his Subcontractors and reasons why the work is not completed or corrected. The list shall include the following:**
      1. Prepare list of spaces in sequential order, starting with the exterior of the building and site and proceed to the interior starting from the first floor to the highest floor.
      2. Prepare list of items for each space by major elements such as floors, walls, ceiling, millwork, equipment, and building systems.
      3. The following information shall be listed at the top of the first page:
         a. The Architect's project name and number, the date, the name of the Architect, the name of the Contractor along with a page number for each sheet.

   b. The Contractor shall discuss with the Owner and Architect anticipated insurance change over dates and requirements.

   c. Submit guarantees / warranties, maintenance service agreements, final certifications and similar documents.
      1. Contractor shall provide the Manufacturers Roofing Warranty and the Installers Roofing Warranty in compliance with the requirements of the Contract Documents.

2. Complete and provide Roofing Completion Information Form with a roof plan on 8-1/2 x 11 (A copy of the blank form can be obtained from Facility Planning and Control.)

d. Obtain and submit any releases permitting the Owner unrestricted use of the project and access to all services and utilities. Include in the submission Occupancy Certificates and any similar releases.

e. Prepare and submit record documentation.

f. Deliver any tools, spare parts, extra materials, and similar items to the Owner at the location designated. Label all of these items with manufacturer's name and model numbers.

g. Remove all temporary facilities on the project site, along with mock-ups, construction tools and similar temporary elements of the project.

h. Submit change-over information related to the Owner's occupancy, use, operation, and maintenance.

i Complete all final cleaning requirements for the project.

j. Touch-up and repair / restore damaged finishes to eliminate any visual defects.

2. Project Review and Final Completion: Submit a written request for a project review for substantial completion. Upon receipt of written request, the Architect will either proceed with the project review or notify the Contractor of unfulfilled requirements. **The Architect and his Consultants shall not make trial project reviews to see if the project is substantially complete.** If Substantial Completion is not granted within the contract time, the Contractor shall be prepared to pay liquidated damages. The Architect will prepare a Certificate of Substantial Completion after a successful project review or will notify the Contractor of items, either on the Contractor's list or additional items identified by the Architect, that shall be completed or corrected before the Certificate of Substantial Completion will be issued.

a. Additional Project Review: Request additional project review when the items listed in previous project review, as incomplete or incorrect, have been completed or corrected.

b. Multiple Project Reviews: **Should multiple project reviews of the work be required due to failure of the Contractor to remedy punch list defects listed, the Owner shall deduct the expense of any additional inspections of the Architect and his Consultants from the Contractor's Contract Amount. The additional expense shall be based on the hourly rate shown for additional services in the Owner/Architect agreement.**

c. The Contractor shall pay for and cause the Certificate to be recorded in the Clerk of Court's office of the parish in which the work has been done within seven (7) days of receipt of the certificate (the punch list completion time shall start seven (7) days of receipt of the certificate in accordance with the schedule indicated in 9.8.6). The Contractor shall notify the Owner and Architect of the number and folio where said Certificate is recorded. Issuance of the Certificate of Substantial Completion does not constitute acceptance. If the Substantial Completion document has not been recorded seven (7) days after issuance, **the Owner may record the certificate at the Contractor's expense**.

d. When the Architect finds the work acceptable under the Contract Documents and the Contract fully performed, the Architect will review the Contractor's final Certificate of Payment and send to Owner, in writing, that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's observations, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due to the Contractor, and noted in said final Certificate, is due and payable. The Architect's review of the Contractor's final Certificate for Payment will constitute a further representation that the conditions listed in Subparagraph 9.10.2 of the Supplementary Conditions as precedent to the Contractor's being entitled to final payment have been fulfilled.

e. Before the project is turned over to the Owner and considered ready for occupancy or partial occupancy two (2) weeks shall be allocated for Owner to move in.

f. The Contractor shall submit a certified copy of the Architect's Substantial Completion review list of items to be completed or corrected (punch list) endorsed and dated by the Architect. The certified copy of the punch list shall state that each item has been completed or resolved for acceptance of the work.

g. Insurance coverage complying with the insurance requirements for the project shall be carried until final completion.

h. The Contractor shall provide instruction for Owner's personnel in the operation, adjustment, and maintenance of products, equipment, and systems. The Contractor shall schedule instruction times in coordination with the Owner so that the required personnel will be available for the instruction. (Note: The Owner may decide to video tape the instruction sessions.)

i. The Contractor shall submit the following documents:
   1. Clear Lien Free Certificate from Clerk of Court
   2. Contractor's Affidavit for Payment of Debts and Claims
   3. Contractor's Affidavit of Release of Liens
   4. Consent of Surety to Final Payment
   5. Consent of Surety to Reduction or Partial Release of Retainage

j. Start planning for Substantial Completion with all parties related to the project when submitting shop drawings, product data, samples, etc.

1.4 Record Documentation

A. Record Documents: Contractor shall maintain, during the entire project, the following Record Documents and s**hall bring Record Drawings to each monthly meeting for review** with the Architect and Owner's Representative:

1. Record Drawings: Maintain a complete set of blue / black line prints of Contract Drawings (24" x 36"), Shop Drawings, Change Order Drawings for record mark-up purposes throughout the contract time.

2. Mark-up drawings during the course of the work to show changes and actual installation conditions, sufficient to form a complete record for the Owner's future use. Give particular attention to work which will be concealed and difficult to measure and record at a later date, and work which may require servicing or replacement during the life of the project. The Contractor shall be required to annotate the **record conditions in red ink by hand**.

3. Require entities marking prints to sign and date each mark-up. The Contractor shall be required to annotate the record conditions in red ink by hand.

4. Accurately record information in an understandable and legible drawing technique. Record changed data immediately after data is received.

5. Record Construction Change Directive Numbers, Change Order Numbers, and similar identifications in appropriate areas on the Record Drawings.

6. **Do not indicate in any area of the drawing or correspondence concerning the project the words "as-built drawings".** All Record Documentation shall be referenced with the indication "Record Drawings and Record Specifications."

7. **Record Documents shall be available for review with the Architect and his Consultants at each monthly meeting until the completion of the project. All changes, including Change Orders, shall be indicated on Record Documentation (drawings [24" x 36"] and specifications).**

B. Record Specifications: Contractor shall maintain, during the entire project, the following Record Specifications and **shall bring Record Specifications to each monthly meeting for review** with the architect and owner's representative:

1. Submit one (1) copy of the project's specification, including addenda, supplemental instructions, and contract modifications. Mark project specifications to indicate the actual product installation where the installation has changed from the original project specifications, addenda, supplemental instructions, and contract modifications. The Contractor shall be required to annotate the **record conditions in red ink by hand**.

2. Give particular attention to products which will be concealed and installations that cannot be readily identified and recorded at a later date.

3. Mark Record Specification changes to include the proprietary name and model number of products, materials, and equipment including substitutions selected.

C. Prior to final payment, the Contractor shall turn over to the Architect a set of Record Drawings and Record Specifications. The set of Record Drawings and Record Specifications shall reflect any changes made during the job and marked Record Drawings. The Record Specifications shall be a paper copy of the project specifications reflecting any changes made during the job and marked Record Specifications. A scanned digital copy of the Record Drawings and Record Specifications shall be made on CD and DVD in PDF format, then delivered to the Architect. **The original jobsite Record Paper Drawings shall also be delivered for the Owner's use.** The Contractor shall pay for all costs involving Record Documentation. All Record Documentation shall be done neatly and legibly to read clearly from paper document and digital copy.

D. All Addenda, Supplemental Instructions and Change Order Drawings shall be stapled neatly into the Record Documentation paper set. This paper set shall be delivered to the Architect along with DVDs of Record Drawings and Record Specifications set.

E. **Prior to final payment**, the Contractor shall turn over to the Architect all CDs and DVDs with the paper set (24" x 36") of Record Drawings, paper set of Record Specifications, and digital copies reflecting any changes made during the job and marked Record Drawings and Record Specifications.

1.5 Operations and Maintenance Manuals, Bonds and Guarantees

A. Three (3) binders containing Operations and Maintenance Manuals, Bonds and Guarantees shall be submitted to the Architect prior to final acceptance of the project by the Owner and **shall begin on the date of Substantial Completion or the date of**

occupancy by the Owner, whichever date occurs first. Final payment will be held until the dates of all bonds or guarantees have been modified to reflect either the date of Substantial Completion or the dated of occupancy by the Owner, whichever date occurs first.

B. Refer to plans and specifications (specific sections) for information as to requirements for manuals, bonds and guarantees, including but not necessarily limited to the following:

1. Mechanical equipment and controls (description of controls and sequence of operations)
2. Electrical equipment and controls (description of controls and sequence of operations)
3. Architectural specialties
4. Roofing two (2) year installation and 20 year guarantee
5. Emergency instructions and procedures
6. Operating procedures, including start-up, shut down, seasonal operation and weekend operations
7. Piping diagrams
8. Manufacturer's information including list of spare parts
9. Name, address and telephone number of installer or supplier
10. Maintenance procedures
11. Maintenance and service schedules for preventive and routine maintenance
12. Maintenance record forms
13. Sources of spare parts and maintenance materials
14. Copies of maintenance service agreements
15. Copies of warranties and bonds

C. Organize Operations and Maintenance Manuals, Bonds and Guarantees into suitable sets of manageable size. Bind and index data (including table of contents at interior of binder) in heavy duty, three ring binders, in thickness necessary to accommodate contents with pockets inside the cover to receive folded oversized sheets. Identify each binder on the front and spine with the printed title "Operations and Maintenance Manuals, Bonds and Guarantees" and the project name. **This will result in three (3) binders of Operations and Maintenance Manuals, Bonds and Guarantees to be handed in prior to final acceptance.**

1.6 Fire Marshal Information

A. All fire code related documentation as required in the plans and specifications shall be submitted with shop drawings and other submittals for approval and / or review and the following:

1. The Contractor shall contact the Fire Marshal at the appropriate time to inspect fire code related construction before concealing any areas that would prevent the Fire Marshal to perform his inspection.

2. Correct any code related construction that does not meet the Fire Marshal's requirements.

3. The Contractor shall provide the Fire Marshal with fire related material specification sheets and product data such as fireproofing / firestopping, fire penetration caulking systems, etc.

4. The Architect shall be contacted in writing, fax, or phone three (3) weeks before the Contractor's request for Substantial Completion review. This will allow the Architect sufficient time to contact the Fire Marshal for scheduling the Fire Marshal's inspection. If the Fire Marshal does not approve the building for occupancy, Substantial Completion shall not be given by the Architect of Record and the Contractor shall immediately remedy items that prevented Fire Marshal approval for occupancy.

5. All fire related systems and devices shall be operational before the Fire Marshal is called for his inspection. Fire systems and devices that are not operating properly shall not be considered punch list items and shall be in operation before Substantial Completion is given to the Contractor. All of the Contractor's major subcontractors (mechanical, electrical, etc.) along with fire related systems and equipment sub-subcontractors shall be present at the Fire Marshal's inspection.

6. All stamped Contract Documents and fire related systems and devices documents shall be present at the site for the Fire Marshal's inspection.

1.7 Demonstration and Training of Owner's Personnel

A. Instruct / train the Owner's Personnel in the operations and maintenance of systems and equipment (mechanical, electrical, etc.) as indicated in each section of the specifications and as follows:

1. Provide instructor's experienced in operations and maintenance procedures.

2. Provide instruction, coordinated with the Owner for times and dates that are convenient to the Owner's Personnel, for equipment that require seasonal operation, provide similar instruction on what is required at the start of each season.

3. Training shall be scheduled with the Owner, through the Architect, with at least 14 days advance notice.

4. The Contractor shall coordinate the instructors for training, including notification of dates, times, length of instruction, and instructional content.

5. The training / instruction shall be conducted in a manner that can be videotaped by the Owner for future review. The training / instruction of personnel shall be conducted a minimum of two (2) times (additional training / instruction may be required as determined by the Owner and the Architect) to allow all personnel required to operate or maintain systems or equipment the appropriate training required for operation and maintenance.

6. The training / instruction sessions for mechanical, electrical, fire systems, etc. shall not be scheduled on the same day. Some of the Owner's personnel may be required to operate and maintain systems or equipment in more than one area of operation (mechanical, electrical, fire systems, etc.).

7. **All of the training / instruction sessions shall be completed before Substantial Completion is requested by the Contractor.**

B. Program Procedure: Develop an instruction program that includes individual training sessions for each system and equipment that may not be part of a system, as required by specific specification sections. For each training session, develop a learning objective and training outline. Include instruction for the following:
   1. System design and operation philosophy
   2. Review of documentation
   3. Operations
   4. Adjustments
   5. Troubleshooting
   6. Maintenance
   7. Repair

1.8 Additional attic stock

A. In specific sections of the specifications are requirements that the Contractor leave a certain amount or percentage of attic stock material to be left on the project site for the Owner's future use. The attic stock shall be from the same lot numbers / production runs so that all attic stock will match the material installed on the project.

1.9 Final Project Cleaning

A. Conduct final cleaning and waste removal operations to comply with local laws, ordinances, federal and local environmental and anti-pollution regulations.

B. Employ experienced workers or professional cleaners for final cleaning. Clean all surfaces to a condition expected in a commercial building cleaning and maintenance program. Comply with all manufacturer's written instructions for chemicals used during final cleaning.

C. Complete the following cleaning operations before Substantial Completion Review is requested:

   1. Clean and repair the project site in areas disturbed by construction activities, including landscape development areas, of trash, waste materials, litter, and other foreign materials not to remain as part of the project.

   2. Clean concrete or asphalt paved areas. Remove any spills, stains and other foreign deposits from these hard surfaces.

   3. Prepare the grounds that are not planted or covered with a hard surface to a smooth, even-textured surface conducive to plant growth.

   4. Remove all tools, construction equipment, machinery and surplus materials from the project site and repair any areas, such as ruts, swales, indentions, etc., of the site that have been damaged by these devices.

   5. Remove debris and surface dust / dirt from limited access spaces such as roof areas, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.

   6. Sweep concrete walks, broom clean.

   7. Repair, restore and touch-up damaged materials / surfaces. Replace any material / surface that cannot be satisfactorily repaired, restored or touched-up.

   8. **Do not paint over any mechanical and electrical name plates.**

   9. Clean all surfaces of mechanical and electrical equipment including existing kitchen exhaust fan assembly, roof top exhaust fans. Remove all excess lubrication, paint and other foreign substances not part of the equipment.

D. The General Contractor shall, upon job completion, remove all temporary facilities, excess materials, equipment, trash, debris, waste, etc. from the project and project site. Roof areas and parking lots shall be clean and free of all construction and other debris. The building shall be turned over to the Owner in generally a "spotless" condition with all glass, hardware, doors, walls, floors, ceilings, etc. free from all grease, dirt and/or scuff marks.

E. During final cleaning, volatile waste must be properly disposed of and shall not be dumped on the ground, burnt or allowed into storm or sanitary sewer systems or waterways. Burying or burning of waste is prohibited. Remove waste materials from project site and dispose of lawfully.

F. At this stage of the work, the completion of the project, when this cleaning-up period shall be accomplished, the Contractor shall maintain a crew of men that is sufficiently large enough to complete the work quickly, so that this important phase does not linger.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

END OF SECTION 01 77 00

SECTION 07 20 00 - THERMAL PROTECTION (BUILDING INSULATION)

PART 1 - GENERAL

1.1 SCOPE

A. Furnish building insulation where indicated on drawings and/or specified herein. Contractor may submit equals to items specified herein for prior approval.

PART 2 - PRODUCTS

2.1 MATERIALS

A. In the cavity between the existing and new metal roofing systems where indicated on drawings, install 3-1/2” R-11 Unfaced Batt insulation as manufactured by Certainteed Saint-Gobain or prior approved equal.

PART 3 - EXECUTION

3.1 INSTALLATION

A. All materials specified above shall be installed as indicated on drawings and manufacturer’s instructions.

B. All insulation used in the project shall have a flame spread of less than 25, as well as meeting all other standards required by the Louisiana State Fire Marshal's Office.

3.2 WORKMANSHIP

A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until satisfactory conditions are corrected.

B. Remove or protect against projections in construction framing which may damage or prevent proper insulation.

C. Install the work of this section in strict accordance with the original design, and the manufacturer's recommended installation and storage procedures as approved by the Architect, anchoring all components firmly into position.

D. Extend insulation full thickness as shown over entire surface to be insulated. Cut and fit tightly around obstructions, and fill voids with insulation and mastic.

E. Comply with manufacturer's instructions for the particular conditions of installation in each case. If printed instructions are not available or do not apply to the project conditions, consult the manufacturer's technical representative for specific recommendations before proceeding with work.

F. Apply a single layer of insulation of the required thickness, unless otherwise shown or required to make up the total thickness.

G. Set vapor barrier faced units with vapor barrier to inside of construction; do not obstruct ventilation spaces. Set units to allow Air space in front of vapor barrier. NOTE: The foil faced side of insulation above suspended acoustical ceiling shall face the inside of the building to prevent condensation into building. Verify with manufacturer of insulation.

END OF SECTION 07 20 00

SECTION 07 41 13 - METAL ROOF PANELS 238 T

PART 1 - GENERAL

1.1 SCOPE

A. The contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and installation, complete, of Metal Roof Panels 238 T as shown on drawings and as specified in accordance with provisions of the contract documents and completely coordinated with that of all other trades.

B. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation shall be furnished and installed as part of this work.

1.2 SUMMARY

A. SECTION INCLUDES
   1. Standing-seam metal roof panels, including trim and accessories
   2. RELATED SECTIONS
      a) Section 07 22 00 - Roof and Deck Insulation
      b) Section 07 62 00 - Sheet Metal Flashing and Trim
      c) Section 07 72 00 - Roof Accessories
      d) Section 07 92 00 - Joint Sealants

1.3 REFERENCES

A. AISI S-100 – North American Specification for the Design of Cold-Formed Steel Structural Members.
B. ASCE-7: American Society of Civil Engineers -Minimum Design Loads for Buildings and Other Structures; version adopted by local Building Code authority having jurisdiction.
C. ASTM A792 - Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
D. ASTM E1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding System by Uniform Static Air Pressure Difference
E. ASTM E1646 - Standard Test Method for Rate of Water Penetration Through Exterior Metal Roof Panel Systems By Uniform Static Air Pressure Difference.
F. ASTM E1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
G. ASTM E2140 - Standard Test method for water penetration of metal roof panel systems by static water pressure head.
H. Factory Mutual 4471 Appendix G - Susceptibility to Leakage Test Procedure for Class 1 Panel Roofs.
I. UL 580 - Tests for Uplift Resistance of Roof Assemblies.
J. UL 1897 - Uplift Tests for Roof Covering Systems.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Pre-installation Meetings:
   1. Schedule meeting to discuss roof project requirements, substrate conditions, manufacturer’s installation instructions, and manufacturer’s warranty requirements before start of work onsite.
   2. Required attendees: Contractor, metal deck & roof installer, and any other subcontractors who have equipment penetrating the roof or Work that requires roof access or traffic.

1.5 SUBMITTALS

A. Product Data: Manufacturer literature indicating product specifications, installation instructions, and standard construction details for specified products.

B. Shop Drawings: To be prepared by metal roof system manufacturer.
   1. Submit roof plan showing panel layout, profiles, components, accessories, finish colors, gutters and downspouts as applicable.
      a) Indicate layout of roofing panels and roof panel sizes, including custom fabricated roofing panels if indicated, indicate each trim condition.
      b) Include details of each condition of installation, including the locations and types of fasteners, sealants and accessories. Indicate locations, gauges, shapes, and methods of attachment of all panels, accessories and trim.
      c) Indicate products/materials required for construction activities of this section not supplied by manufacturer of products of this section.
      d) Indicate locations of field applied sealant.
      e) Indicate locations of field worked conditions.
   2. Roof Panel Attachment:
      a) Roof plan with wind uplift pressure calculations at field, corner and perimeter areas according to version of ASCE-7 referenced by locally-adopted Building Code and the authority having jurisdiction.
      b) Roof plan indication roof clip spacing pattern at field, corner, perimeters and where panels are to be fixed from thermal movement.
      c) Roof panel attachment plan must be stamped by licensed engineer in State in which project is constructed, certifying roof attachment meets local Building Code requirements for wind uplift.

C. Samples:
   1. Submit two samples, 12" long, full width panel, showing metal gage, and seam.
   2. Two samples each for roof panel clip, bearing plate and clip fastener.
   3. Submit color samples for Architect's selection.
   4. Submit sample warranties:
      a) Manufacturer Finish Warranty
      b) Manufacturer Weathertightness Warranty complying with this Specification
      c) Installer Warranty

D. Certificates:
   1. Submit roof panel manufacturer's certification that fasteners, clips, backup plates, closures, roof panels and finishes meet the specification requirements.
   2. Submit roof panel manufacturer’s certification that installer meets requirements to install roof system and is qualified to obtain required warranties.

E. Delegated Design Submittals: Submit engineering calculations indicating wind uplift pressure calculations according to local building code for project location with respect to appropriate Importance Factor, Exposure category and Safety Factor. Calculations shall be sealed by a professional engineer licensed to practice structural engineering in the state in which project is located.

F. Test and Evaluation Reports - Certified test results that indicate roof system meets or exceeds design and performance criteria. Testing to include:
   1. Static Water Testing Certification: Manufacturers test data, signed and sealed by a registered professional engineer, in accordance with FM4471 Appendix G, and pass with no leakage. The test specimen must successfully withstand being submerged under 6” of water for a minimum period of 7 days.
   2. ASTM E1680 - Manufacturer’s test data, signed and sealed by a registered professional engineer, for air infiltration rates meeting the following:
      a) 16” panel width - 0.0028 cfm/sf maximum at a differential pressure of +/- 20 pounds per square foot.
   3. ASTME1646 - Manufacturer’s test data, signed and sealed by a registered professional engineer, indicating no water penetration up to 20 pounds per square foot differential pressure.

4. ASTM E1592 - Manufacturers test data, signed and sealed by a registered professional engineer, substantiating that roof system will meet the allowable wind pressures using an appropriate Factor of Safety in accordance with AISI S-100.
5. ASTM E2140 - Manufacturers test data, signed and sealed by a registered professional engineer, on a test specimen with no end lap, indicating that no water leakage was observed during the testing period of 6 hours with a 6” water head on the specimen.

G. Qualification Statements: For Manufacturer and Installer.

H. The roofing system product supplier shall furnish the Roofing Contractor with Material Safety Data Sheet/Sheets (MSDS), incorporating OHSA approved form, current edition. Said sheets shall be available at the site at all times until project completion.

I. **The Roofing Contractor shall submit to the Architect, in a ring binder, two copies of all roofing data, including manufacturer's catalogs/manuals of materials and accessories used in the Project for distribution to the Owner.**

J. Manufacturer: Submit Assembly letter describing the designed roofing assembly and all associated materials needed to obtain the manufacturer's 20 year warranty. The letter shall be used by the Designer at the Pre-App. Conference to verify that the correct materials are on site prior to work proceeding.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Manual indicating requirements and recommendations, to maintain the roof system, in good working condition.

B. Warranty Documentation: Submit final warranties required in this section.

1.7 QUALITY ASSURANCE

A. Qualifications:
1. Manufacturer Qualifications: Manufacturer shall have a minimum of ten years experience in the manufacturing of metal roof systems similar to those required for this project. Manufacturer must have a current installer training program.
2. Installer Qualifications: Installer ("roofer") to perform the work of this section, shall have no fewer than 5 years of successful experience with the installation of metal roof systems similar to those required for this project. **The installer shall be an approved applicator by manufacturer prior to bid.**

B. Field Measurements: Prior to fabrication of panels, take field measurements of structure or substrates to receive panel system. Allow for trimming panel units, where final dimensions cannot be established prior to fabrication.

C. Mock-Ups: Install a 10 foot wide, quality control area of metal roofing, for review by the Architect. The Architect shall approve the quality of installation for the roof, prior to installing additional metal panels.

D. **Pre-Roofing Conference:** Before the roofing work is scheduled to commence, after shop drawings have been reviewed by the Architect, and before any materials are ordered, **a conference shall be called at the jobsite by the Contractor for the purpose of reviewing the drawings and specifications.** The intent is to resolve questions before the work is started. The conference shall be attended by the roofing contractor, and his foreman, General Contractor's Superintendent roof manufacturer’s representative as well as the Architect's representative.

E. **Pre-application Conference:** Before the roofing work is scheduled and within one week of roofing application is to commence, after shop drawings have been reviewed by the Architect, a conference shall be held at the jobsite for the purpose of a final review of drawings and specifications. The intent is to resolve questions before any work is started. (The manufacturer's representative shall be present.)

F. **At start up, prior to completion and at completion,** the roofing contractor must inspect the roof and issue to the Architect a certificate stating that the material and workmanship on the project are in compliance with the requirements and specifications of the manufacturer for an installation complying with a 20 year unlimited guarantee/warranty. At the completion visit, the contractor shall make a punch list of items to be completed with a dollar value and shall revisit the project to confirm that all punch list items have been completed. **(The Architect shall be sent a copy of this punch list.)**

G. The Owner may, at their option, select and employ at the Owner's expense a roofing system consultant to review the construction documents and/or perform surveillance during any installation of substrate, roofing, flashing and any other part of the total roofing system.
   1. An independent roofing inspection service specializing in performing Non-Destructive Evaluation for moisture detection purposes, before the final acceptance of the roofing or before the end of the roofing Guarantee Period.
   2. Have a full time representative on sit during the roofing installation, Additionally, the Owner will conduct a moisture survey using the Owners own forces and equipment prior to the Department's approval and acceptance of the roof.

1.8 DELIVERY, STORAGE AND HANDLING

A. Delivery and Acceptance Requirements: Deliver panels to jobsite properly packaged to provide protection against transportation damage. Panels too long to ship shall be site formed onto the roof by manufacturer's factory personnel using manufacturer's factory roll forming equipment.

B. Storage and Handling Requirements:
   1. Exercise care in unloading, storing and erecting panels to prevent bending, warping, twisting, and surface damage.
   2. Store all material and accessories above ground on well skidded platforms. Store under waterproof covering. Provide proper ventilation to panels to prevent condensation build-up between each panel.
   3. Remove from site and replace panels which are damaged, or become water-stained during storage and handling.

1.9 WARRANTIES

A. Manufacturer Warranties:

   1. Panel Material: Furnish manufacturers 50 year warranty covering the panel against rupture, structural failure, or perforation.

   2. Panel Coating: Furnish manufacturer's 20-year finish warranty covering the factory-applied finish against cracking, checking, peeling, excessive fading, and excessive chalking.
   3. Metal Roof Weathertightness Warranty:
      a) Manufacturer's Single Source Weathertightness Warranty
         (1) Provide FP&C Twenty (20) Year Weathertightness Metal Roof System - Limited Warranty, State Form 28d, included in the Contract Documents.
         (2) Total manufacturer's liability: NRL (No Repair Limit)

(3) Warranty shall cover Contractor workmanship and material defects and repair of leaks in the complete roofing system in accordance with State Form 28d.
(4) Warranty shall include provisions for satisfactorily drying wetted thermal roof insulation caused by covered leaks.

B. Roofing Contractor's Guarantee: Provide FP&C R-3 Roofing Guarantee (Metal) included in the Contract Documents.
1. Guarantee term: Two (2) years commencing on the Acceptance Date of the Project.
2. Guarantee shall cover preformed, prefinished metal roofing, flashing, accessories, and miscellaneous items required for the complete roof system against water entry from faulty or defective materials and workmanship, in accordance with Form R-3.

PART 2 - PRODUCTS

2.1 ROOF PANEL SYSTEM

A. Basis of Design: 238T by McElroy Metal, Inc. Bossier City, LA, or approved substitute.

B. Substitution Limitations
1. Requests for approval must be submitted in writing at least ten (10) days prior to bid date, and are accompanied by all related test reports and design calculations listed in section 1.4 and Design and Performance criteria Section 2.2.
2. Substitute manufactures will be approved by written addendum to all bidders. Voluntary alternates will not be considered. Substitutions will not be permitted after the bid date of this project.
3. Roof panels proposed for substitution shall fully comply with specified requirements in appearance, assembly, and performance.

C. Product Options
1. Factory-formed panel, width of 16” inches. Panels shall be symmetrical in design and shall be mechanically seamed with a field operated electric seaming machine approved by the manufacturer.
2. Minimum seam height 2 3/8 inches. Integral seam, double lock and snap together type panels are not acceptable
3. Seam cap matching panel finish with two rows of integral factory hot applied sealant. Sealant should not come in contact with clip, and clip should not require sealant to maintain a weathertight condition.
4. Galvalume coated sheet steel, Type AZ-50, Grade 50 as described in ASTM A792; 24 gauge.
5. Finish: Two coat coil applied, baked-on full-strength (70% resin, PVF2) fluorocarbon coating consisting of a nominal 0.25 mil dry film thickness primer, and a nominal dry film thickness of 0.7 - 0.8 mil color coat for a total 0.9 to 1.1 mil total system dry film thickness. Finish to be selected from manufacturer’s standard color selection. The back side of the material should be 0.25 mil primer and 0.25 mil polyester wash coat.
6. Roof panel system must allow individual roof panel removal and replacement from any point on the roof without damage to adjacent roof panel(s).
7. Roof panel system must be approved by manufacturer to be installed on slopes as low as ½:12.
8. Panels must be furnished and installed in continuous lengths from ridge to eave with no overlaps. Panels too long to ship will be manufactured on site using manufacturer’s employees and equipment.
9. Panel surface characteristics to be Striated.
10. Manufacturer weathertightness warranty meeting requirements of this Section.

2.2 PERFORMANCE/DESIGN CRITERIA

A. Thermal Movement: Metal Roofing system, including flashing, shall accommodate unlimited thermal movement without buckling or excess stress on the structure.

B. Roof panel and trim attachments will be designed to satisfy the requirements of the roof design (shown in shop drawings).

C. Maximum wind uplift capacity of roof system shall be determined using ASTM E 1592 test results, with an appropriate Factor of Safety in accordance with AISI S-100.

D. Panel system shall be designed in accordance with the local building code and ASCE7 for project location with respect to appropriate Exposure category, Importance Factor and Factor of Safety in accordance with AISI S-100.

E. Tested and listed by Underwriters Laboratories to comply with UL 580 for wind uplift Class 90 rating.

2.3 ACCESSORIES

A. Panel Clip Screw - screw required in wind uplift rating requirements and design specification for application, with corrosion-resistant coating, in length necessary to penetrate substrate minimum 3/4 inch., as supplied by roof panel manufacturer.

B. Roof Panel Clip:
1. Intermittent Clip: 16 gauge galvanized steel, one-piece, designed to allow roof panel thermal movement and not contact roof panel cap, as supplied by roof panel manufacturer, meeting wind uplift requirements and design criteria of this section.
2. Intermittent Clip Bearing Plate: If required, in gauge, size and finish as supplied by and approved by roof panel manufacturer for use in roof panel manufacturer's full assembly warranted systems.
3. Multi-Span Clip: as provided by roof panel manufacturer for full assembly warranted systems.

C. Trim and flashing will be of the same gauge and finish unless approved otherwise by the metal roof system manufacturer.
1. Ridge closures, consisting of metal channel surrounding factory precut closed cell foam, will not be secured through the field of the panel.
2. Trim will be installed specifically as displayed in the manufacturer provided shop drawings. Proposed changes must be approved in writing by the metal roof system manufacturer.

D. Concealed supports, angles, plates, accessories and brackets: gauge and finish as recommended, and furnished by manufacturer.

E. Accessory Screw: Size and screw type as provided by panel manufacturer for each use, with prefinished hex washer head in color to match panels where exposed to view.

F. Rivets: full stainless steel, including mandrel, in size to match application.

G. Field Sealant:
1. Exposed Sealant: Color coordinated urethane or polymer sealant as supplied by panel manufacturer.
2. Non-exposed Sealant: Non-curing, non-skinning, butyl tape or tube sealant as supplied by manufacturer.

H. Sealant Tape: non-drying, 100 percent solids, high grade butyl tape, as supplied by panel manufacturer, in sizes to match application.

I. Pipe Penetration Flashings: 20 year warranted flexible boot type, with stainless steel compression ring. Use silicone type at hot pipes.

J. Metal Roof Curbs: 0.063 minimum thickness welded aluminum, or 18 gauge minimum welded stainless steel, factory-insulated, with integral cricket, and designed to fit roof panel module, sized to meet application.

PART 3 - EXECUTION

3.1 INSTALLERS

A. Must be certified and qualified by Manufacturer.

3.2 EXAMINATION

A. Verification of Conditions
   1. Ensure surfaces are ready for panel application.
   2. Inspect and ensure surfaces are free from objectionable warp, wave, and buckle before proceeding with installation of pre-formed metal roofing.
   3. Ensure substrate is ready to receive metal roofing. Report items for correction and do not proceed with metal roof panel system installation until resolved.

3.3 PREPARATION

A. Install substrate boards, hat channels, purlins, or furring channels in accordance with manufacturer’s recommendations.

B. Coordinate Work, with installation of other associated Work, to ensure quality application.

C. Coordinate Work with installation of associated metal flashings and building walls.

D. Coordinate Work to minimize foot traffic and construction activity on installed finished surfaces.

E. Coordinate location of pipe penetrations to allow centering of pipe in panel.

F. Coordinate location of roof curbs, to allow proper integration with roof panel seams.

3.4 INSTALLATION

A. Comply with and install roofing and flashings in accordance with all details shown on manufacturer’s approved shop drawings and manufacturer's product data, instructions, and installation manuals, within specified erection tolerances.

B. Install field panels in continuous lengths, without endlaps

C. Do not install panels damaged by shipment or handling.

D. Install intermittent clips with bearing plates, if required, and continuous clips, if required, according to the engineered design pattern in the field, perimeter, and corner areas of the roof.

E. Fix panels at location depicted on reviewed shop drawing(s).

F. Fold up pan of panel at ridge, hip and headwalls. Commonly referred to as breadpanning.

G. Allow for required panel clearance at penetrations for thermal movement.

H. Install concealed supports, angles and brackets as furnished by manufacturer to form complete assemblies.

I. Remove roof panel and flashing protective film prior to extended exposure to sunlight, heat, and other weather elements.

J. Field-apply sealant tape and gun-grade sealant according to reviewed shop drawings and manufacturer's requirements for airtight, watertight installation.

K. Ensure sealant beads and tapes are applied prior to sheet metal installation to achieve a concealed bead. Neatly trim exposed portions of sealant without damaging roof panel or flashing finish.

L. Align pipe penetrations to occur at center of roof panel. Report and have corrected improperly-placed penetrations before proceeding with panel installation. Remove and replace roof panels which have improperly-placed penetration flashings.

M. Align roof curbs to fit roof panel module and overlap standing seam(s). Allow for proper drainage on both sides of curb.

N. Install sheet metal flashings according to manufacturer's recommendations, reviewed shop drawings and in accordance with provision of Section 07 62 00.

3.5 CLEANING

A. Clean exposed surfaces of work promptly after completion of installation.

B. Clean mud, dirt, and construction-related debris from panels before panels are scratched or marred.

3.6 PROTECTION

A. Protect Work as required to ensure roofing will be without damage at time of final completion.

B. Do not allow excessive foot traffic over finished surfaces.

C. Do not track mud, dirt, or construction-related debris onto panel surfaces.

D. Replace damaged Work before final completion.

E. Touch-up Paint: **NOT ALLOWED, RPLACE ALL DAMAGED PANELS REGARDLESS OF LOCATION**

R-3 ROOFING GUARANTEE (Metal)

OWNER: STATE OF LOUISIANA OFFICE OF FACILITY PLANNING AND CONTROL
POST OFFICE BOX 94095 CAPITOL STATION
BATON ROUGE, LOUISIANA 70804-9095

Whereas _____

Address _____

Telephone _____ Email _____

herein called the Contractor, has provided pre-formed, pre-finished metal roofing, flashing, accessories and miscellaneous items required for a complete roof system installation in accordance with the Contract Documents for the PROJECT:

Name of Project:_____

Project No. & WBS: _____

User Agency: _____

Location/Address: _____

Name and Type of Building(s):_____ State I.D. _____

Type of System: (Standing Seam, Flat Seam, etc.) _____

Total Roof Area: _____ SF; Total Length of Ridge _____LF

Total Length of Valley: _____LF; Total Length of gutter/fascia trim: _____LF

Date of Acceptance _____ Two year Guarantee Expiration _____

AND WHEREAS the Contractor has contracted to guarantee said work against water entry from faulty or defective materials and workmanship for the designated Guarantee period of TWO (2) YEARS from the Acceptance Date of the Project;

NOW THEREFORE the Contractor guarantees, subject to the terms and conditions herein set forth, that during the Guarantee Period the Contractor will at his own cost and expense, make or cause to be made with approved procedures and materials such repairs to or replacements of said work (including any wetted thermal insulation) resulting from water entry or faults or defects of said Work as are necessary to maintain said Work in watertight conditions and further, respond on or within TWO (2) working days upon written notification of leaks or defects by the Owner/User Agency.

This Guarantee is made subject to the following terms and conditions:

1. Damage to the roof caused by the following items are excluded from this warranty: wind exceeding 73 mph, lightning, hail, fire or physical damage from falling or wind-blown objects. When the Work has been damaged by any of the foregoing causes, the Guarantee will be null and void until such damage has been repaired by the Roofing Contractor, and until the cost and expense thereof has been paid by the Owner or another responsible party so designated.

2. During the Guarantee Period, if the Owner/ User Agency allows alteration of the Work by anyone other than a Contractor approved in writing by the original Contractor and/or Roofing Material Supplier prior to the work being performed, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything (i.e. signs) onto the roof, this Guarantee shall become null and void as of the date of said alterations. If the Owner/ User Agency engages the original Contractor for said alterations, the Guarantee shall be maintained in force unless the Contractor presents written notification to the Owner that the intended work will likely damage or cause deterioration of the base work, thereby justifying a termination of the original Guarantee.

3. The Owner/User Agency shall promptly notify the Contractor in writing of observed, known or suspected leaks, defects, or condition deterioration and shall afford a reasonable opportunity for the Contractor to inspect the work and examine evidence of such leaks, defects or deterioration.

4. This Guarantee is recognized to be the only guarantee of the Contractor of said work, and shall not operate to restrict or cut-off the Owner from any other remedies and recourse lawfully available to him in case of roofing failure to any cause or degree. Specifically, this Guarantee shall not operate to relieve the Contractor of his responsibility for the performance of the original work.

IN WITNESS THEREOF, this instrument has been duly executed
this _____ day of ,_____ 20 .

Contractor's Signature: _____

Typed Name: _____

Telephone: _____ Email: _____

Witness: _____ Witness:_____

And if applicable, is countersigned by the following Sub Contractor, Installer, or other party (as indicated) who acted as agent or represented the Contractor during the performance of the work:

Countersignee Name: _____
(Type or Print)
Date:_____ Signature: _____

Representing: _____

Address:_____

Telephone: _____ Email: _____

Witness:_____ Witness: _____

END OF SECTION 07 41 13

SECTION 07 60 00 - FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 SCOPE

A. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and installation, complete, of sheet metal as shown on drawings and as specified in accordance with provisions of the contract documents and completely coordinated with that of all other trades.

B. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation shall be furnished and installed as part of this work.

C. For additional information, refer to Section:
07 92 00 - Joint Sealants

PART 2 - PRODUCTS

2.1 MATERIALS

A. Expansion shields shall be lead bronze or equal NON-FERROUS METALLIC Alloy for a minimum screw length of 3/4.

B. Caulking - (Refer to specification section 07 92 00) The appropriate manufacturer recommended sealant from Sonneborn, Pecora Corporation, GE, or Tremco shall be used on this project. Use the appropriate sealant recommended in use with the various materials applied to in this construction project. Also use the recommended sealant for applications in vertical or horizontal uses and in applications where the width of the joint, the elongation, curing time, etc., requires a specific sealant. Any special materials or application procedures, such as primers, curing materials, etc. that are recommended by the manufacturer for a proper installation shall be adhered to. **Important! At all asphaltic or bituminous materials, such as roofing materials, use the sealant recommended by the manufacturer of the roofing material and provider of roofing guarantee or the manufacturer of the bituminous material.** Colors are to be selected by Architect. Material must comply with Fed. Spec. TT-S-00230C, Type II, Class A; ASTM C-920, Type S, Grade NS, Class 25, Use NT, M, A. Backup material must be used to control the depth of sealant; use Sonofoam Backer-Rod or Sonofoam Soft Backer-Rod as supplied by Sonneborn or prior approved equal. Store material in strict accordance with the manufacturer's instructions.

C. Screws, bolts, nails and accessories for fastening flashing - Galvanized. Minimum nail size is 12 stubs gauge, and of sufficient length to penetrate 7/8". Nails not in contact with metals may be galvanized or shereadized. All nails shall have large flat heads. All exposed fasteners shall be painted to match metal it is attaching.

D. All flashing shall be the same material and gauge as indicated on drawings.

E. All coil flat sheet metal and sheet metal fabrications shall be min. 24 gage, pre-coated, commercial quality, ASTM A653-15, Type SS, Grade 50, Class 1, G90 zinc-coated galvanized steel. Prefinished using Hylar/ Kynar coating to match roofing panels

F. All gutters, downspouts, fascia enclosures, and drip edge metal shall be the same material and gauge as indicated on drawings. (Prefinished using Hylar/ Kynar coating in color as selected by Owner.)

G. All steel gutter support brackets shall be spaced as required by the roofing manufacturer and to meet the appropriate wind loads. Support brackets shall be shaped as required to tightly follow contours of gutters as indicated on the contract documents. Secure using long-life fasteners.

H. If stainless steel is indicated in the Drawings, materials shall be Grade SS302 Polish or SS304 Polish.

PART 3 - EXECUTION

3.1 WORKMANSHIP

A. Fabricate metal flashing, trim, expansion joints, and similar items to comply with profiles, and sizes shown, and to comply with standard industry details as shown on SMACNA in the "Architectural Sheet Metal Manual".

B. Comply with manufacturer's instructions and recommendations for handling and installation of flashing and sheet metal work.

C. Performance - Coordinate flashing work with other work for the correct sequencing of items which make up the entire membrane or system of weatherproofing or waterproofing and rain drainage. It is required that the flashing and sheet metal work be permanently watertight and deteriorate in excess of manufacturer's published limitations.

D. For non-moving seams provide soldered flap-lock seams except as otherwise indicated. Comply with metal producer's recommendations for timing, soldering and cleaning the joints.

E. Provide for thermal expansion of all exposed sheet metal work exceeding 15'-0" running length.

F. Provide for thermal expansion of 10'-0" maximum spacing, and 2'-0" from corners and intersections. Lap moving joints 2" in and seal with sealant.

G. Conceal fasteners and expansion provisions wherever possible. Fold back edges on concealed side of exposed edges, to form a hem.

H. Insert flashing into reglets minimum 1" as read. Anchor by mechanical means, including driven wedges of lead or other compatible metal, spaced 2'-0". Seal the joint with sealant.

I. Separate aluminum work for dissimilar metals and from cementitious materials. Separate with a course of roofing felt where possible. **Apply 15-mil dry film thickness bituminous coating to either the substrate or aluminum where roofing felt cannot be used for separation.**

J. Join the sheet metal using a flat locked seam or lapped, and expansion securely soldered joints. Make allowance at all joints for contraction. At exposed edges, sheet metal shall be hemmed and returned upon itself 1/2" for strength. At lap joints, make hems together so that one slides inside the other.

K. At all flashing, copper joints shall be nailed with copper nails and soldered.

L. All flashing joints shall have 4" wide joint cover that locks onto the flashing on the fascia drip edge and is nailed into the deck.

M. All roof penetrations shall be flashed and sealed by this contractor. Refer to architectural for determining the complete scope of the work.

N. Install sheet metal as detailed on drawings and as recommended by the Sheet Metal and Air Conditioning Contractors National Association, Inc., Architectural Sheet Metal Manual.

O. Touch-up Paint: **NOT ALLOWED, RPLACE ALL DAMAGED SHEET METAL REGARDLESS OF LOCATION**

P. Protection of Aluminum from Dissimilar Materials

1. General - In addition to the coating specified, aluminum surfaces shall be prevented from direct contact with dissimilar materials as follows:
    a. Dissimilar metals except stainless steel, white bronze, and solid zinc, shall be painted with a heavy brush or spray coat of zinc-chromate primer and one coat of aluminum paint; or shall be separated from the aluminum by a heavy coat of mastic caulking compound, or by a non-absorptive tape or gasket.
    b. Dissimilar metals used in locations where drainage from them passes over aluminum shall be painted to prevent staining of aluminum.
    c. Aluminum surfaces in contact with mortar, concrete, plaster, or other masonry materials shall be given one heavy brush coat of bituminous paint.
    d. Aluminum surfaces in contact with wood, or other similar absorptive materials which may become repeatedly wet, shall be given two coats of aluminum metal and masonry paint, or one heavy brush coat of bituminous paint. In place of painting the aluminum, the Contractor shall have the option of painting the wood and other absorptive surfaces with two coats of aluminum house paint and sealing joints with caulking compound.

Q. Install all pre-manufactured aluminum components as recommended by the specified manufacturer.

END OF SECTION 07 60 00

SECTION 07 92 00 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SCOPE

A. The work to be done under this heading consists of furnishing all labor, and materials to caulk all opening frames, expansion joints, joints where masonry joins concrete, joints in architectural changes in materials and any other locations as shown on the drawings or requiring caulking. Installation of all sealant joints as required to provide a watertight exterior envelope.

B. Joint preparation to receive sealant shall comply with these specifications unless the manufacturer's requirements exceed these specifications.

1.2 SUBMITTALS

A. **Shop Drawings indicating the product name, number and manufacturer shall be submitted before any material is ordered. All sealants used on this project shall be indicated with the material that it is sealed to. A letter from the sealant manufacturer indicating the appropriateness of sealants and their recommended uses with various materials on this project shall be required. A sample tube of each type of sealant used on this project shall be submitted with shop drawings.**

B. Submit letters from the sealant manufacturer stating that the contractor is pre-approved by the manufacturer for application of products for this specific project with anticipation of issuing the specified warranty at the completion of the project.

C. Submit manufacturer's technical data for each joint sealer product required including instructions for joint preparation and joint sealer application. Submit data on cleaning materials, primers, and related products.

D. Submit manufacturer's standard color samples showing full range of colors for each product exposed to view.

E. Certificates: Submit certificates for manufacturer of joint sealer products attesting:

1. That the manufacturer has reviewed this specification and that their products comply with these requirements and are suitable for the project purposes.

2. That upon review of the product specifications, the manufacturer agrees with specified provisions for joint preparation and sealant application.

3. That the manufacturer has visited the job site, has performed such tests as they deem necessary, and that the use of their products shall result in the issuance of the specified warranty.

F. **Submit sample of sealant manufacturer's warranty to be supplied at completion of project.**

G. Submit sealant manufacturer's guidelines for material storage.

1.3 QUALITY ASSURANCE

A. Installation qualifications: Work shall be performed by a firm having not less that (5) years successful experience in comparable waterproofing projects, employing personnel skilled in the operations indicated.

B. During the course of sealant work the contractor shall perform field adhesion tests in addition to testing performed by the manufacturer. Continuous testing shall be performed as scheduled by the manufacturer to allow issuance of the manufacturer's warranty.

C. Single source responsibility for joint sealer materials: Obtain joint sealer materials from a single manufacturer for each different product required.

D. Preconstruction field testing of sealants: Prior to installation of joint sealant, the contractor and manufacturer shall perform testing on actual substrates at the project site to determine the proper field preparation required to obtain optimum adhesion and compatibility on each different substrate condition. Manufacturers shall approve installation conditions and procedures in writing to the Contractor and Architect.

E. Manufacturer's technical representative shall make an inspection of the Contractor's work at intervals required by the manufacturer to assure issuance of the manufacturer's warranty on completion of the project.

1.4 DELIVERY STORAGE AND HANDLING

A. Deliver materials to the project site in original, unopened containers or bundles with labels informing about manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multi component material.

B. Store and handle materials to prevent their deterioration or damage due to moisture, temperature change, contaminants, or other causes.

1.5 PROJECT CONDITIONS

A. Environmental conditions: Do not proceed with installation of sealants when ambient and substrate temperature are outside the limits permitted by the joint sealer manufacturer, or when joint substrates are wet due to rain, snow, frost, condensation, or other causes.

B. Joint width conditions: Do not proceed with installation of joint sealers when joint widths are less than those allowed by joint sealer manufacturer for the application required.

1.6 WARRANTY

A. Manufacturers shall provide the owner a written warranty against leakage and defects in materials for a period of (10) years from the date of substantial completion. The warranty shall state that the manufacturer shall pay unrestricted costs for labor and materials to replace sealant joints that have failed due to faulty materials.

B. Failure of materials and workmanship shall include, but are not limited to:

1. Water penetration into the building

2. Adhesive or cohesive failure of sealant

3. Premature or abnormal deterioration of sealant material.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Compatibility: Provide joint sealers, joint fillers, and other related materials that are compatible with one another and with joint substrate under the conditions of service and applications and warranty by manufacturer.

B. Colors: Provide color of joint sealer as selected by the architect. Available colors shall extend to all standard colors.

C. EXTERIOR SEALANT: Use premium grade, high performance, two part, low-modulus, high-movement, fast-curing, moisture curing, silyl-terminated polyether or low modulus silicon, non-sag elastomeric sealant with + 100% movement capability and negative 50% movement capability. Materials shall comply with ASTM-C-920, TYPE S, GRADE NS, CLASS 25, USE NT, M, A, G, AND O.

1. Use the appropriate sealant recommended in use with the various materials applied to in this construction project. Also use the recommended sealant for applications in vertical or horizontal uses and in applications where the width of the joint, the elongation, curing time, etc., requires a specific sealant. Any special materials or application procedures, such as primers, curing materials, etc. that are recommended by the manufacturer for a proper installation shall be adhered to.

2. **Important! At all asphaltic or bituminous materials, such as roofing materials, use the sealant recommended by the manufacturer of the roofing material and provider of roofing guarantee or the manufacturer of the bituminous material.**

3. **Important! At EIFS/stucco/plaster use the sealant recommended by the EIFS/stucco/plaster manufacturer or verify compatibility of materials in writing with EIFS/stucco/plaster manufacturer and provide this information to the Architect prior to installation. (This note to be used on projects with EIFS/stucco/plaster.)**

3. **Acceptable Manufacturers:**
   a. Subject compliance with single source materials for sealant products and warranty requirements manufacturers are as follows:
      1. Masterseal NP 150 sealant by BASF
      2. Pecora 890 NST by Pecora Corporation
      3. Prior approved equals.

2.2 PREPARATION:

A. Joint surfaces must be structurally sound, dry clean, free of dirt, moisture, loose particles, oil, grease, asphalt, tar, paint, wax, rust, release agents.

B. Wipe joints surfaces clean with solvents or cleaner recommended by sealant manufacturer using clean cloths to eliminate residue.

C. PRIMER - Where required, shall be used as recommended by manufacturer of sealant in writing to Architect, having been tested for staining and durability on samples of actual surfaces to be sealed.
   1. Do not thin primer apply at appropriate rate as indicated by manufacturer
   2. Allow primer to dry to a tack feel before applying sealant
   3. Sealant shall be installed the same day as primer
   4. Do not apply primer to backer rod or bond breaker tape

D. BACKUP MATERIALS AND PERFORMED JOINT FILLERS - Shall be non-staining, compatible with sealant and primer, and of a resilient nature, such as closed cell resilient foam; or of a supporting type, such as closed cell rigid foam, cork or nonimpregnated fiberboard. Materials impregnated with oil, bitumen or similar materials shall not be used. Size and shape shall be as indicated by joint details in drawings. Sealant shall not adhere to backup materials and shall be as recommended by sealant manufacturer. Backer-Rod must be installed so as to maintain a suitable width to depth ratio as recommended by the manufacturer. Minimum joint width is 1/4". Minimum joint depth is 1/4".

E. BOND BREAKERS - Where required, shall be as recommended by manufacturer of sealant.

F. SOLVENTS, CLEANING AGENTS - And other accessory materials shall be as recommended by sealant manufacturer.

PART 3 - EXECUTION

3.1 WORKMANSHIP, INSTALLATION

A. GENERAL - Use Contractors specializing in the application of sealants and apply in conformance with manufacturer's written directions.

Sealant subcontractor shall examine all other work and surfaces to receive the work of this section and report to the General Contractor all conditions not acceptable.

Apply sealant under pressure with power actuated gun or other appropriate means. Gun shall have nozzle of proper size and provide sufficient pressure to completely fill joints as detailed. All joint surfaces shall be neatly pointed or tooled to provide the contour as indicated drawings.

For application of sealant when air temperature is below 40 degrees F., consult sealant manufacturer for recommendations.

B. PREPARATION - Thoroughly clean all joints, removing all foreign matter such as dust, oil, grease, water, surface dirt and frost. Sealant must be applied to the base surface; all old caulking material must be removed. Previously applied paint or primer must adhere permanently or be entirely removed.

Porous materials such as concrete, masonry, or stone should be cleaned where necessary by grinding, blast-cleaning, mechanical abrading, acid washing or combination of these methods as required to provide a clean, sound base surface for sealant adhesion:

1. Laitance shall be removed by grinding or mechanical abrading.

2. Form oils shall be removed by sandblast-cleaning.

3. Loose particles present or resulting from grinding, abrading, or blast-cleaning shall be removed by blowing out joints with compressed air, oil free, prior to application of primer or sealant.

Non-porous surfaces, such as metal and glass, shall be cleaned mechanically or chemically, protective coatings or metallic surfaces shall be removed by a solvent that leaves no residue. Solvent shall be used with clean, white cloths and wiped dry with clean, dry white cloths. Do not allow solvent to air dry without wiping. Joint areas protected with masking tape or strippable films shall be cleaned as above after removal of tape or film.

All joints to receive sealant shall be as indicated on drawings. Do not seal joints until they are in compliance with drawings or meet with the approval of the Architect.

1. Joints to receive sealant shall be minimum of 1/4" wide by 1/4" deep, unless otherwise approved.

2. For joints in concrete, masonry, or stone: Depth of sealant may be equal to the width in joints up to ½" wide. For joints ½ to 1 inch wide: Depth shall not be greater than ½ the applied sealant width. For joints exceeding 2" in width: Depth shall be as directed by sealant manufacturer.

3. For joints in metal, glass and other non-porous surfaces: Sealant depth shall be a minimum of ½ the applied sealant width and shall in no case exceed the applied sealant width.

Joints to receive sealant, backup material or performed joint filler shall be cleaned out, raked to full width and depth as required.

Joints shall be of sufficient width and depth to accommodate specified backup material or performed joint filler and sealant. Concrete shall be fully cured and free of laitance, loose aggregate, mold release agents, curing compounds, water repellents, and other surface treatments. If surface treatments are present, test for adhesion before proceeding with sealant work.

C. APPLICATION - Install backup material or joint filler, of type and size specified, at proper depth in joint to provide sealant dimensions as detailed. Backup material shall be of suitable size and shape so that when compressed (25 to 50%), it will fit in joints as required. Sealant shall not be applied without backup material and, if necessary, bond breaker strip. When using backup of hose or rod stock, roll the material into the joint to avoid lengthwise stretching. Hose or rod stock shall not be twisted or braided. Use specified bond breaker strip between sealant and supporting type backup material. Bond breaker strip shall be used in all joints where sufficient room backup does not exist.

Apply masking tape, where required, in continuous strips in alignment with joint edge. Remove tape immediately after joints have been sealed and tooled as directed.

Prime surfaces, where required, with primer as recommended by sealant manufacturer.

Follow sealant manufacturer's instructions regarding mixing, surface preparation, priming, application life, and application procedure.

D. TOOLING:

1. Tool joints to required configuration in accordance with manufacturer’s recommendations.

2. Completed sealant application shall resemble an extruded product.

3. Use tools of proper widths to coordinate with each individual joint width at project site.

4. Tooling Non-Sag Sealant:
   a. Immediately after sealant application and prior to time skinning or curing begins, tool sealant to a smooth, uniform bead of required configuration.
   b. Eliminate air pockets and ensure contact and adhesion with the bond line at sides of joint.
   c. Remove excess sealant from surfaces adjacent to joint.
   d. Do not use tooling tools or procedures which discolor sealant or adjacent surfaces or affect sealant curing/adhesion. Use procedures approved by sealant manufacturer.
   e. Protect fresh sealant from impact and dust until surface sets.

E. CLEANING: Clean adjacent surfaces free of sealant or soiling resulting from this work as work progresses. Use solvent or cleaning agent as recommended by sealant manufacturer. All finished work shall be left in a neat, clean condition.

END OF SECTION 07 92 00

SECTION 13 34 21 - STRUCTURAL RETROFIT ROOF SUB-FRAMING SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION

A. The structural retrofit roof sub-framing system will provide support for a new metal roofing system constructed over the existing building roof. It shall be engineered in accordance with the specified code and design loading and shall transfer positive acting loads at each attachment location into an existing structural member.

B. Furnish labor, material, tools, equipment and services for the fabrication of retrofit roof sub-framing as indicated, in accordance with provisions of the Contract Documents.

C. Completely coordinate work with of other trades.

D. Although such work is not specifically indicated, the contractor/installer shall coordinate with the metal roof system supplier to furnish and install supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.

E. Reference Division 1 for General Requirements

1.2 RELATED WORK

A. Section 05 40 00 - Cold-Formed Metal Framing.

B. Section 07 40 00 - Metal Roofing.

C. Section 07 72 00 - Roof Accessories.

D. Pre-Engineered Metal Building Systems (existing).

1.3 QUALITY ASSURANCE AND REFERENCES

A. ASTM International
   1. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
   2. ASTM A 1011/A 1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.
   3. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.

B. American Iron and Steel Institute (AISI)
   1. AISI D100-16: Cold-Formed Steel Design Manual, Current Edition.
   2. AISI S100-16: North American Specification for the Design of Cold-Formed Steel Structural Members, Current Edition.

C. American Institute of Steel Construction (AISC)
   1. ANSI/AISC 360-16: - Specification for Structural Steel for Buildings, Current Edition.

1.4 SUBMITTALS

A. Comply with Section 01 33 23 - Submittals.

B. Product Data: Submit manufacturer's product data, including installation instructions.

C. Shop Drawings: Submit manufacturer's shop drawings for sub-purlins indicating gauge, yield strength, flange and web sizes, cut-out dimensions, and punch pattern for attachment holes in base flange.

D. Design Data: Submit design data from independent engineering firm indicating table of wind uplift capacity of sub-purlins.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to site in manufacturer's original, unopened bundles, containers, and packaging, with labels clearly identifying product name and manufacturer.

B. Storage:

1. Store materials in accordance with manufacturer's instructions.

2. Protect sub-purlins from corrosion, deformation, and other damage.

3. Store sub-purlins off ground, with 1 end elevated to provide drainage.

1.6 EXISTING ROOF SYSTEM AND PRE-CONSTRUCTION INSPECTION

A. The existing roof is a trapezoidal standing seam metal roof over purlins. (pre-engineered metal building system)

B. Conduct a detailed inspection of the existing roof(s) to identify any existing roof elements that are a cause for concern such as: panel deterioration, structural deterioration, equipment curbs, plumbing and electrical penetrations, special flashing requirements, and any other items that should be submitted to the Architect for review and evaluation.

C. Perform a detailed survey of the existing roof(s) and confirm the existing panel dimensions, type and profile. In the case of existing standing seam roofing it should be determined if the existing roof employs standard or tall clips. If high panel clips are existing, the standoff dimension must be determined.

D. Record field measurements on the existing roof geometry including width, length, eave height, roof pitch and purlin spacing. This information is to be forwarded to the retrofit sub-framing system manufacturer for coordination and integration into the design and installation documents.

1.7 DESIGN REQUIREMENTS

A. General

1. Design for approval and installation in accordance with the Contract Documents, a complete retrofit sub-framing and metal roof panel assembly as a structural package.

2. Engineer and factory fabricate sub-framing system in accordance with applicable references.

3. Coordinate design with the retrofit sub-framing manufacturer and the metal roof panel manufacturer to perform as one engineered structural package where the metal roof system controls the placement of sub-framing members.

4. Any additions/revisions to sub-framing members as a result of field conditions and/or demands, shall be the contractor’s responsibility, and shall be submitted for review and approval by the manufacturer.

B. Engineering Design Criteria:

1. Building Code: IBC 2021
2. Additional Requirements: Miami Dade
3. Occupancy Group: Storage S
4. Occupancy Category: II (General).
5. Importance Factor: 1.0
6. Minimum Roof Snow Load: 0 PSF.
7. Ground Snow Load: 0 PSF.
8. Wind Speed: 155 MPH, 3 Second Gust.
9. Exposure Category: B.
10. Enclosure: Enclosed.

PART 2 - PRODUCTS

2.1 MANUFACTURER QUALIFICATIONS

A. Manufacturer shall have a minimum of five years' experience in manufacturing and fabrication of retrofit sub-framing systems of this nature.

B. Light-gauge steel sub-framing components specified in this section shall be produced in a factory environment by roll forming and press-brake equipment assuring the highest level of quality control.

C. Acceptable Manufacturers

1. Roof Hugger, LLC., PO Box 1027, Odessa, Florida 33556. Toll Free Phone (800) 771-1711. Toll Free Fax (877) 202-2254. Phone (813) 909-4424. Fax (813) 948-4742. Website: www.roofhugger.com. E-Mail: sales@roofhugger.com.
   a. Pre-approved manufacturer: McElroy Metals (equivalent system to that specified above)

2. Or prior approved equal.

2.2 RETROFIT STEEL SUB-PURLINS

A. Standard Retrofit Factory-notched Sub-Purlins: "Roof Hugger".

B. Description:

1. 1-piece, custom-notched and punched, Z-shaped section.

2. Pre-punched to nest over existing, low clip standing seam roof panel ribs for low-profile attachment. (VOJ)

3. Pre-punched for attachment fasteners.

4. Integrally formed Anti-Rotational Arm as required for high clip standing seam panels. (As required to meet engineering standards.)

5. Fastens directly into existing purlins with fasteners.

C. Material:

1. Galvanized steel, ASTM A 653 or A 1011, G-90, yield strength 50 KSI.

2. Thickness: 16 gauge

3. Web Height: minimum 3" (VOJ).

4. Base Flange Width: Pre-punch base flange to manufacturer's standard unless otherwise specified.

5. Top Flange Width: Nominally 2 inches with 0.25inch minimum stiffening lip unless otherwise specified.

6. Length: Nominally 10 feet long, plus an additional +/- 1 inch top flange extension for part lap or per manufacturer's recommendations.

D. Attachment Fasteners/Anchorage

1. "Standard" Roof Hugger Sub-Purlin:
   a. Attachment to Existing Purlins: three - 1/4"--14 x 1-1/2" inch, DP3 self-drilling screws.
   b. Existing Purlin Strengthening, Top Flange Lap Connection: four- #10-16 x 1 inch pancake head screws through overlapping sub-purlin top flanges, joining them into a continuous member, per lap connection or as specified.
   c. Mid-Span Hugger Sub-Purlin to Sub-Rafter: two, 1/4"-14 1 inch, DP3 self –drilling on each side of cutout and one #10-16 x 1 inch pancake head screw installed through sub-purlin top flange, into sub-rafter.
   d. Mid-Span Hugger Sub-Purlin to Existing Panel: #17-14 fasteners shall be installed through the mid-span of sub-purlin into the existing roof panels as specified or per standard details (over-drilling of pre-punched hole may be required, VOJ).
   e. Fastener Length: As required to penetrate existing purlins in accordance with fastener attachment standards.

2. "Special" Roof Hugger Sub-Purlin w/ Anti-Rotational Arm:
   a. Attachment to Existing Purlins: Typical 2-1/4"-14 x 2 inches DP3 self-drilling fastener with 1 inch standoff or as specified.
   b. Attachment of Anti-Rotational Arm to Existing Panel: #17-14 fastener or as specified.

3. Integral Sub-Rafters beneath the rib cut out in the sub-purlin: ¼ inch-14 threads per inch, DP3 self-drilling fasteners install through the sub-purlin, through the integral sub-rafter, through the existing panel and into the existing purlin, rafters or joist; quantity as specified by design (typically 4 per intersection).

4. Sub-Rafter Hat Channels for designated high load areas:
   a. Attachment to Existing Purlins: 1/4"-14 threads per inch DP3 self-drilling screws.
   b. Length as required for minimum required penetration into truss, rafter or joist.

5. Sub-Purlin Hat Channels: Attachment to installed sub-rafters: ¼ inch-14 threads per inch, DP3 self-drilling fasteners, quantity as specified.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine existing roof areas to receive sub-purlins. Notify Architect if areas are not acceptable or structurally adequate. Do not begin installation until unacceptable conditions have been corrected.

B. Verify existing purlins and eave struts are in good serviceable condition, without rust-thru of flanges.

C. Field Verify Before Ordering of and Installation of Sub-Purlins:

1. Existing panel profile and panel rib dimensions.

2. Existing panel run-out by measuring roof over several 20-foot areas to confirm panels were installed on module and in-square. Note variations.

3.2 INSTALLATION OF SUB-FRAMING AND OTHER ROOFTOP APPURTENCES

A. Install sub-purlins in accordance with manufacturer's instructions at locations indicated on the standard details or Engineered Drawings provided.

B. Limit installation of sub-purlins to amount that can be roofed over each day.

C. Install fasteners as directed by Manufacturer.

D. Install sub-purlins directly over existing purlins and fasten to existing purlin through existing panel pan section.

E. If integral sub-rafters are used, loosely lay Sub-rafters over the existing panel high ribs and between the existing purlins. Sub-rafter spacing and number of fasteners shall be as specified on the engineered Drawings.

F. Press the Roof Hugger sub-purlins over the sub-rafters on the existing purlin lines in areas where they are specified and install fasteners shown on engineered Drawings through the base flange of the sub-purlin, through the sub-rafter and then into the existing purlins being careful to maintain the alignment of the sub-rafters.

G. Install sub-purlins onto the integral sub-rafters between the existing purlins as specified with 1/4”-14 threads per inch, DP3 fasteners, typically one fastener on each side of the sub-rafter unless otherwise specified.

H. Where the sub-purlin is attached to the existing roof panel the pre-punched base flange hole should be drilled out to the correct diameter to allow for the installation of a #17-14 fastener through the Roof Hugger and into the existing roof panel.

I. Where the sub-purlin passes over the fitted sub-rafter, fasten through the top flange of the sub-purlin with a #10-16 pancake head fastener into the top of the new fitted sub-rafter.

J. Removal of Existing Roof Fasteners: Do not remove existing roof fasteners unless installation of sub-purlins over fasteners causes sub-purlins to “roll” or “porpoise”. Some distortion of base flange of sub-purlins caused by existing roof fasteners is normal.

K. New Equipment within the New Roof Cavity

1. Review all clearances, attachment requirements, penetrations, and other critical details as necessary for the proper installation of any equipment to be installed within the new roof cavity.

2. Obstructions with new sub-purlins shall be avoided. If cutting of sub-purlins is necessary, a continuous top flange must be provided to provide continuous bearing for the new metal roof system.

L. Ventilating Between Old and New Roofs

1. Ventilation is recommended for all roof cavities insulated and uninsulated.

2. Review ventilation details with panel supplier.

END OF SECTION 13 34 21