



AIA[®] Document A101[™] – 2007

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

AGREEMENT made as of the date of the last signature of the parties hereto

(Paragraph Deleted)

BETWEEN the Owner:

(Name, legal status, address and other information)

St. Tammany Fire Protection District No. 1
1358 Corporate Square
Slidell, Louisiana 70458

and the Contractor:

(Name, legal status, address and other information)

McMath Construction, L.L.C.
1125 North Causeway Blvd., Ste 2
Mandeville, Louisiana 70471

for the following Project:

(Name, location and detailed description)

Fire Station No. 18
61735 Airport Road, Slidell, LA 70460
New Fire Station to be located on Airport Road at Meadows Blvd. in Slidell, Louisiana will consist of approximately 6,256 s.f. including 2,541 s.f. of living area and 3,715 s.f. of apparatus bay area. The facility will accommodate up to eight firefighters and will include two full baths and one restroom. Site will include parking and drainage.

Legal Description as follows:

The Meadows Subdivision, Phase 1, Section 30, Township 8 South, Range 14 East, Parcel A

The Architect:

(Name, legal status, address and other information)

Dammon Engineering, Inc.
554 Old Spanish Trail
Slidell, Louisiana 70458

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The commencement date will be fixed in a **written Notice to Proceed, which shall be sent via facsimile transmission** subsequent to the issuance of the building permit from St. Tammany Parish.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

The written Notice to Proceed shall not be issued until the Contractor has provided to Owner proof of recordation of the Contract and the Bond and the permit has been issued by St. Tammany Parish.

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Eighty (180) days from the date of commencement, or as follows:

Init.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

§ 3.4 LIQUIDATED DAMAGES

The Bidder shall agree to pay as Liquidated Damages the amount of One Thousand Dollars (\$1,000.00) 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.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Two Hundred Eighty Six Thousand Dollars (\$ 1,286,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

*(Paragraphs Deleted)
(Table Deleted)*

*(Paragraphs Deleted)
(Table Deleted)*

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **21 days after submission of the invoice to the Architect.**

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

Init.

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.
- .5 Retainage shall be 5% of the gross amount of the Contract.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

There shall be no reduction or limitation of retainage.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, **less retainage as set forth in Section 5.1.6**, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor, **less retainage held by Owner as set forth in Section 5.1.6**, shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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. If the Architect does not find the Work acceptable under the contract Documents, the Architect shall

Init.

make one additional inspection; if the Work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid \$175.00 per hour for their time at the project site, for each additional inspection, to be withheld from the unpaid funds remaining in the Contract sum. The payment shall be made by the Owner and deducted from the construction contract funds or withheld Liquidated Damages, whichever is applicable.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(Paragraph Deleted)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, the Initial Decision Maker, the matter shall be submitted to mediation before resorting to litigation. This provision shall not affect Contractor's right to assert and to file lien privileges for work performed by Contractor in accordance with the provisions of this Contract.

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

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

In the event of a claim or dispute, the Owner and Contractor agree to mediation as a primary method of claim or dispute resolution then litigation in a court of competent jurisdiction, if necessary.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

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

Not Applicable

§ 8.3 The Owner's representative:

(Name, address and other information)

Chris Kaufmann
1358 Corporate Square
Slidell, Louisiana 70458

Init.

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User Notes:

(3B9ADA1E)

§ 8.4 The Contractor's representative:
(Name, address and other information)

Don McMath
1125 North Causeway Blvd., Suite 2
Mandeville, Louisiana 70471

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

No other provisions shall be made unless modified in writing, signed by the Owner and the Contractor, and approved, in writing, by the Architect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not Applicable			

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
See Exhibit "A" Attached

Section	Title	Date	Pages
See Exhibit "A" Attached			

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
See Exhibit "A" Attached

Number	Title	Date
See Exhibit "A" Attached		

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
See Exhibit "A" Attached		

Init.

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Worker's Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease Comprehensive General	\$1,000,000 Policy Limit
Liability Bodily Injury Property Damage	\$1,000,000 Each Occurrence
Performance Bond, (with Surety Approved by Owner)	

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

Chris Kaufmann 10/09/2015
OWNER (Signature)
Chris Kaufmann, Fire Chief
(Printed name and title)

Don McMath
CONTRACTOR (Signature)
Don McMath, Manager 10.14.15
(Printed name and title)

Additions and Deletions Report for **AIA® Document A101™ – 2007**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:23:05 on 10/07/2015.

PAGE 1

AGREEMENT made as of the ~~day of~~ in the year date of the last signature of the parties hereto

...

(In words, indicate day, month and year.)

...

St. Tammany Fire Protection District No. 1
1358 Corporate Square
Slidell, Louisiana 70458

...

McMath Construction, L.L.C.
1125 North Causeway Blvd., Ste 2
Mandeville, Louisiana 70471

...

Fire Station No. 18
61735 Airport Road, Slidell, LA 70460
New Fire Station to be located on Airport Road at Meadows Blvd. in Slidell, Louisiana will consist of
approximately 6,256 s.f. including 2,541 s.f. of living area and 3,715 s.f. of apparatus bay area. The facility will
accommodate up to eight firefighters and will include two full baths and one restroom. Site will include parking and
drainage.

Legal Description as follows:

The Meadows Subdivision, Phase 1, Section 30, Township 8 South, Range 14 East, Parcel A

...

Dammon Engineering, Inc.
554 Old Spanish Trail
Slidell, Louisiana 70458

PAGE 2

The commencement date will be fixed in a **written Notice to Proceed, which shall be sent via facsimile transmission** subsequent to the issuance of the building permit from St. Tammany Parish.

...

The written Notice to Proceed shall not be issued until the Contractor has provided to Owner proof of recordation of the Contract and the Bond and the permit has been issued by St. Tammany Parish.

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Eighty (180) days from the date of commencement, or as follows:

PAGE 3

§ 3.4 LIQUIDATED DAMAGES

...

The Bidder shall agree to pay as Liquidated Damages the amount of One Thousand Dollars (\$1,000.00) 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.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$)~~, subject One Million Two Hundred Eighty Six Thousand Dollars (\$ 1,286,000.00), subject to additions and deductions as provided in the Contract Documents.

...

§ 4.3 Unit prices, if any:

...

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

...

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

...

§ 4.4 Allowances included in the Contract Sum, if any:

...

(Identify allowance and state exclusions, if any, from the allowance price.)

...

Item

Price

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment. 21 days after submission of the invoice to the Architect.

PAGE 4

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;

...

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00 %);

...

.5 Retainage shall be 5% of the gross amount of the Contract.

...

There shall be no reduction or limitation of retainage.

...

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, Sum, less retainage as set forth in Section 5.1.6, shall be made by the Owner to the Contractor when

...

§ 5.2.2 The Owner's final payment to the Contractor Contractor, less retainage held by Owner as set forth in Section 5.1.6, shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

PAGE 5

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. If the Architect does not find the Work acceptable under the contract Documents, the Architect shall make one additional inspection; if the Work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid \$175.00 per hour for their time at the project site, for each additional inspection, to be withheld from the unpaid funds remaining in the Contract sum. The payment shall be made by the Owner and deducted from the construction contract funds or withheld Liquidated Damages, whichever is applicable.

...

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

...

For any Claim subject to, but not resolved by, ~~mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:~~the Initial Decision Maker, the matter shall be submitted to mediation before resorting to litigation. This provision shall not affect Contractor's right to assert and to file lien privileges for work performed by Contractor in accordance with the provisions of this Contract.

...

Other (Specify)

...

In the event of a claim or dispute, the Owner and Contractor agree to mediation as a primary method of claim or dispute resolution then litigation in a court of competent jurisdiction, if necessary.

...

Not Applicable

...

Chris Kaufmann
1358 Corporate Square
Slidell, Louisiana 70458

PAGE 6

Don McMath
1125 North Causeway Blvd., Suite 2
Mandeville, Louisiana 70471

...

No other provisions shall be made unless modified in writing, signed by the Owner and the Contractor, and approved, in writing, by the Architect.

...

Not Applicable

...

See Exhibit "A" Attached

...
See Exhibit "A"
Attached

...
See Exhibit "A" Attached

...
See Exhibit "A" Attached

...
See Exhibit "A" Attached

PAGE 7

<u>Worker's Compensation</u>	<u>Statutory</u>
<u>Employer's Liability</u>	
<u>Bodily Injury by Accident</u>	<u>\$1,000,000 Each Accident</u>
<u>Bodily Injury by Disease</u>	<u>\$1,000,000 Each Employee</u>
<u>Bodily Injury by</u>	<u>\$1,000,000 Policy Limit</u>
<u>Disease Comprehensive General</u>	
<u>Liability Bodily Injury Property Damage</u>	<u>\$1,000,000 Each Occurrence</u>
<u>Performance Bond, (with Surety</u>	
<u>Approved by Owner)</u>	

...
Chris Kaufmann, Fire Chief

10/09/2015

Chris Kaufmann

Don McMath

Manager 10.14.15

Don McMath

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, David P. Dammon, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:23:05 on 10/07/2015 under Order No. 5855435581 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

David Dammon

(Signed)

President

(Title)

10/8/2015

(Dated)

Exhibit "A" - Enumeration

**St. Tammany Fire Protection District No. 1
Fire Station No. 18
61735 Airport Rd.
Slidell, LA 70460**

SPECIFICATIONS DATED: JULY 01, 2015

SECTION NO. - DESCRIPTION

00001 - TABLE OF CONTENTS

INTRODUCTORY INFORMATION

00010 - PROJECT DIRECTORY

00020 - PROFESSIONAL SEALS

BIDDING REQUIREMENTS

ADVERTISEMENT FOR BIDS

00120 - INSTRUCTIONS TO BIDDERS

AIA DOCUMENT A701

LOUISIANA UNIFORM PUBLIC WORK BID FORM

BID BOND

00420 - CORPORATE RESOLUTION

00460 - NONCOLLUSION AFFIDAVIT

CONTRACTING REQUIREMENTS

00520 - FORM OF AGREEMENT

AIA DOCUMENT A101

00613 - PERFORMANCE AND PAYMENT BOND

AIA DOCUMENT A312

00720 - GENERAL CONDITIONS

AIA DOCUMENT A201

00830 - CONSTRUCTION PROCEDURES

DIVISION 1 - GENERAL REQUIREMENTS

01028 - TAX EXEMPT STATUS - FILING PROCEDURES

01100 - SUMMARY

01250 - CONTRACT MODIFICATIONS PROCEDURES

01251 - SUBSTITUTION PROCEDURES

01290 - PAYMENT PROCEDURES

01310 - PROJECT MANAGEMENT AND COORDINATION

01330 - SUBMITTALS

01400 - QUALITY REQUIREMENTS

01500 - TEMPORARY FACILITIES AND CONTROLS
01582 - PROJECT ID SIGN
01600 - PRODUCT REQUIREMENTS
01730 - EXECUTION REQUIREMENTS
01732 - SELECTIVE DEMOLITION
01770 - CLOSEOUT PROCEDURES
01781 - PROJECT RECORD DOCUMENTS
01782 - OPERATION AND MAINTENANCE
01820 - DEMONSTRATION AND TRAINING

DIVISION 2 - SITE CONSTRUCTION

02230 - SITE CLEARING
02231 - TREE PROTECTIONS AND TRIMMING
02240 - DEWATERING
02300 - EARTHWORK
02361 - TERMITE CONTROL
02630 - STORM DRAINAGE
02751 - CEMENT CONCRETE PAVEMENT

DIVISION 3 - CONCRETE

03300 - CAST-IN-PLACE CONCRETE

DIVISION 4 - MASONRY

04200 - UNIT MASONRY
04731 - CALCIUM SILICATE MANUFACTURED STONE MASONRY

DIVISION 5 - METALS

05120 - STRUCTURAL STEEL
05400 - COLD FORMED METAL FRAMING
05500 - METAL FABRICATIONS
05510 - NON STRUCTURAL METAL FRAMING

DIVISION 6 - WOOD AND PLASTICS

06100 - ROUGH CARPENTRY
06160 - SHEATHING

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07200 - INTERIOR PARTITION ACOUSTICAL INSULATION
07210 - THERMAL INSULATION
07250 - WEATHER BARRIERS
07311 - ASPHALT SHINGLES
07610 - PREFORMED METAL ROOFING
07620 - SHEET METAL FLASHING AND TRIM
07841 - PENETRATION FIRESTOP

07920 - JOINT SEALANTS

DIVISION 8 - DOORS AND WINDOWS

08121 - HOLLOW METAL FRAMES

08141 - FLUSH WOOD DOORS

08360 - SECTIONAL OVERHEAD DOORS

08400 - STEEL DOORS AND FRAMES

08411 - ALUMINUM FRAMED ENTRANCES AND STOREFRONTS

08541 - SINGLE HUNG WINDOWS

08711 - DOOR HARDWARE

08800 - GLAZING

DIVISION 9 - FINISHES

09250 - GYPSUM BOARD

09305 - TILE SETTING MATERIALS

09651 - RESILIENT BASE AND ACCESSORIES

09662 - RESILIENT TILE FLOORING

09912 - INTERIOR PAINTING

09913 - EXTERIOR PAINTING

09960 - HIGH PERFORMANCE COATING

DIVISION 10 - SPECIALTIES

10141 - DIMENSIONAL LETTER SIGNAGE

10142 - PANEL SIGNAGE

10211 - TOILET COMPARTMENTS

10280 - TOILET, BATH AND LAUNDRY ACCESSORIES

10300 - ENGINEERED COMPOSITES FABRICATIONS

10441 - FIRE PROTECTION CABINETS

10442 - FIRE EXTINGUISHERS

10750 - FLAG POLES

10813 - COMMERCIAL KITCHEN HOODS

10913 - STONE COUNTERTOP

DIVISION 11 - EQUIPMENT (NOT USED)

DIVISION 12 - FURNISHINGS

12353 - RESIDENTIAL CASEWORK

DIVISION 13 - SPECIAL CONSTRUCTION

13125 - METAL BUILDING SYSTEMS

DIVISION 14 - CONVEYING SYSTEMS (NOT USED)

DIVISION 21 - FIRE SUPPRESSION (NOT USED)

21130 - WET PIPE SPRINKLER SYSTEM

DIVISION 22 - PLUMBING

22050 - COMMON WORK RESULTS FOR PLUMBING
22052 - GENERAL DUTY VALVES FOR PLUMBING PIPING
22111 - DOMESTIC WATER PIPING
22113 - FACILITY DISTRIBUTION WATER PIPING
22131 - FACILITY SANITARY SEWERS
22132 - SANITARY WASTE INTERCEPTORS
22202 - NATURAL GAS PIPING
22340 - FUEL-FIRED DOMESTIC WATER HEATERS
22410 - PLUMBING FIXTURES

DIVISION 23 - MECHANICAL

23050 - COMMON WORK RESULTS FOR HVAC
23052 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
23059 - TESTING, ADJUSTING, AND BALANCING FOR HVAC
23071 - DUCT INSULATION
23311 - METAL DUCTS
23330 - AIR DUCT ACCESSORIES
23510 - BREECHINGS, CHIMNEYS AND STACKS
23552 - GAS FIRED RADIANT HEATERS
23731 - INDOOR CENTRAL STATION AIR HANDLING UNITS

DIVISION 26 - ELECTRICAL

26050 - COMMON WORK RESULTS FOR ELECTRICAL
26051 - LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26052 - GROUNDING AND BONDING
26053 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
26054 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS
26055 - IDENTIFICATION FOR ELECTRICAL SYSTEMS
26059 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26241 - PANELBOARDS
26272 - WIRING DEVICES
26510 - INTERIOR LIGHTING

DIVISION 27 - COMMUNICATIONS

27052 - GROUNDING AND BONDING FOR COMMUNICATIONS

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28311 - ANALOG, ADDRESSABLE FIRE ALARM SYSTEM

ADDENDA

No.	Date	Pages
1	July 27, 2015	1 thru 26 Attachments: Geotechnical Report (22 pages)
2	August 03, 2015	1 thru 6 Attachments: SKC 1 (11x17) SKP 1 (11x17) SKP 2 (11x17) SKP 3 (11 X17)
3	August 13, 2015	1 thru 3 Attachments: Bid Bond Form

INDEX TO DRAWINGS DATES: July 01, 2015

Sheet Title

G001	COVER SHEET
G002	GENERAL INFORMATION SHEET
G003	ACCESSIBILITY INFORMATION
LS101	LIFE-SAFETY AND BUILDING CODE INFORMATION
C101	SITE PLAN
C102	DETAIL SITE GRADING AND PAVING PLAN, PAVING DETAILS
C103	SITE PLAN- SITE UTILITIES AND DETAILS
C104	SITE PLAN - DRAINAGE AND DETAILS
C105	SITE PLAN - EROSION CONTROL AND DETAILS
L101	SITE PLAN - LANDSCAPING
S101	FOUNDATION PLAN, DETAILS AND NOTES
S102	CEILING FRAMING PLAN AND DETAILS
S103	ROOF FRAMING PLAN AND DETAILS
S501	FOUNDATION DETAILS
S502	STRUCTURAL DETAILS
S601	TYPICAL CONNECTION DETAILS, SCHEDULES, AND NOTES
A101	ARCHITECTURAL FLOOR PLAN, DETAIL FLOOR PLANS, AND SCHEDULES
A102	REFLECTED CEILING PLAN AND ROOF PLAN, ROOF DETAILS
A201	EXTERIOR ELEVATIONS
A301	BUILDING SECTIONS
A302	BUILDING SECTIONS
A310	WALL SECTIONS AND DETAILS
A311	WALL SECTIONS AND DETAILS
A401	INTERIOR ELEVATIONS
A402	INTERIOR ELEVATIONS AND CASEWOK DETAILS
A501	PARTITION TYPES, MISCELLANEOUS DETAILS
A502	DOOR DETAILS

- A503 DOOR AND WINDOW SCHEDULES, DOOR, WINDOW TYPES, AND WINDOW DETAILS
- P101 PLUMBING PLAN, - SEWER AND WASTE AND MISC PLUMBING DETAILS
- P102 PLUMBING PLAN - WATER AND GAS
- P103 PLUMBING AND GAS RISER DIAGRAMS
- M101 HVAC FLOOR PLAN, DETAILS, AND SCHEDULES
- M102 HVAC DETAILS AND SCHEDULES
- E101 ELECTRICAL PLAN - POWER AND ELECTRICAL NOTES
- E102 ELECTRICAL PLAN, LIGHTING AND LOAD SUMMARY
- E103 ELECTRICAL CIRCUIT PANELS AND ONE-LINE DIAGRAMS