

**SUPPLEMENTARY GENERAL CONDITIONS OF
THE CONTRACT FOR CONSTRUCTION**

**ST. TAMMANY PARISH
STATE OF LOUISIANA**

CAPITAL IMPROVEMENT PROJECTS

THE GENERAL CONDITIONS

"The General Conditions of the Contract for Construction," AIA Document A201, 1997 Edition, Articles 1 through 14 inclusive (hereinafter sometimes referred to herein as "*the General Conditions*"), is a part of the Contract, and is incorporated into this Contract by reference as if fully set forth herein. Printed copies of the *General Conditions* can be purchased from some local chapters of the American Institute of Architects, from AIA Louisiana, 521 America Street, Baton Rouge, LA 70802 (Telephone: 225-387-5579), or from the national office of the American Institute of Architects, 1735 Massachusetts Avenue, N.W., Washington, D.C. 02006.

The following supplementary provisions modify, change, delete from, and/or add to the *"General Conditions for the Contract for Construction,"* AIA Document A201, Fifteenth Edition, 1997 ("*General Conditions*"). Where any portion of the *General Conditions* is modified or deleted by these *Supplementary General Conditions of the Contract for Construction* ("*Supplementary General Conditions*" or "*Supplementary Conditions*"), the unaltered portions of the *General Conditions* shall remain in effect. Wherever used in the *General Conditions* and/or in these *Supplementary General Conditions*, the word "Owner" shall mean the Parish of St. Tammany, State of Louisiana.

It is the Owner's intent that the *General Conditions* and these *Supplementary General Conditions* be applicable to all publicly bid construction projects owned by St. Tammany Parish, regardless of whether the Owner has retained an Architect, Engineer, or other licensed professional as the design professional of record for the project.

1. On projects where the Owner retains an Architect, Engineer, or other licensed professional as the design professional of record, (a) the word "Architect," as used throughout the General Conditions, shall refer to the retained prime design professional of record, and (b) the word "Designer," as used in these Supplementary Conditions, shall refer to the retained design professional of record.
2. On projects where the Owner does not retain an Architect, Engineer, or other licensed professional as the design professional of record, (a) the word "Architect," as used throughout the General Conditions, shall be deleted and replaced with the word "Owner," and (b) the word "Designer," as used throughout these Supplementary Conditions, shall be deleted and replaced with the word "Owner."

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 *Delete the last sentence of Subparagraph 1.1.1, and add the following sentence:*

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

1.1.2 *Add the following as new Subparagraphs 1.1.2.1 and 1.1.2.2:*

1.1.2.1 The Contractor acknowledges and warrants that it has closely examined all of the Contract Documents, that they are suitable and sufficient to enable the Contractor to complete the Work in a timely manner for the Contract Sum, and that they include all work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in full compliance with all applicable codes, law, ordinances, and regulations.

1.1.2.2 In the fourth sentence, delete the words "between the Owner and Architect or (4)."

1.1.3 *Add the following as new Subparagraph 1.1.3.1:*

1.1.3.1 "The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing the Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, and physical characteristics of the site and surrounding areas."

1.1.8 *Add the following as new Subparagraph 1.1.8:*

1.1.8 MISCELLANEOUS DEFINITIONS

Whenever used in the *General Conditions* and in these *Supplemental General Conditions*, or in other contract documents, the following terms shall have the meanings indicated, and these shall be applicable to both the singular and plural thereof. Note: This is not intended to be an exhaustive list of definitions. Other terms are defined within the body of these *Supplementary General Conditions* as may be applicable under the circumstance or situation.

1.1.8.1 A.A.S.H.T.O. American Association of State Highway and Transportation Officials. When A.A.S.H.T.O. is referred to in these Specifications, it takes the meaning of the specification for materials and methods of testing specified by this association and the specification stated is considered to be a part of the Specifications as if written herein in full.

1.1.8.2 A.C.I. American Concrete Institute. When A.C.I. is referred to in these Specifications, it takes the meaning of the specifications for materials and methods of testing specified by this institute and the specification stated is considered to be a part of the Specifications as if written herein in full.

- 1.1.8.3 Addenda. Written or graphic instruments issued prior to the opening of bids which clarify, correct, modify, interpret, or change the Bidding Document or Contract Documents.
- 1.1.8.4 Advertisement. The written instrument issued by the Owner at the request of the Owner used to notify the prospective bidder of the nature of the Work. It becomes part of the Contract Documents.
- 1.1.8.5 A.S.T.M. American Society of Testing Materials. When A.S.T.M. is referred to in these Specifications it takes the meaning of the specification for materials and methods of testing specified by this society and the specification stated is considered to be a part of the Specifications as if written herein in full.
- 1.1.8.6 Bonds. Bids, performance and payout bonds and other instruments of security, furnished by the Contractor and its surety in accordance with the Contract Documents.
- 1.1.8.7 Notice of Award. The written or verbal notice by Owner either directed to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein or enumerated in the Bid documents within the time specified, the Owner will sign and deliver the Contract Documents.
- 1.1.8.8 Project Representative. The authorized representative of the Owner who is assigned to the Project of any parts thereof.
- 1.1.8.9 "Provide". The word "provide" shall mean, at the Contractor's expense, to properly fabricate, complete, transport, deliver, install, erect, construct, test and furnish all labor, materials, apparatus, appurtenance, and all items and expenses necessary to properly complete in place, ready for operation or use under the terms of the Contract Documents.
- 1.1.8.10 "The Parish" or "Owner". Shall mean "St. Tammany Parish, Louisiana," a/k/a "The Parish of St. Tammany," the Owner herein.
- 1.1.8.11 The words "day" or "days," when used in the context of Contract Time, shall refer to "calendar" days, not "work" days.

1.2 EXECUTION OF CONTRACT DOCUMENTS

Add the following as Subparagraphs to 1.2:

- 1.2.4 The Owner shall record a duplicate original of the Agreement and Bonds with the Clerk of Court for the Parish of St. Tammany.
- 1.2.5 The Contractor and each subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation (1) the locations, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools, and equipment, and (5) Owner's continued occupation and use of existing improvements and buildings during the course of the Work, if applicable. The Parish assumes no responsibility for the physical

condition or safety of the project site or any improvements located on the project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any subcontractor to comply with the requirements of this Subparagraph 1.2.5.

- 1.2.6 Any reference to standards (such as A.S.T.M., A.A.S.H.T.O., etc.) shall mean the latest editions of such standards published prior to the date of the Specifications. Where such reference made, the applicable standard is hereby made a part of the Specifications and is incorporated therein in its entirety.
- 1.2.7 In the event of a conflict or discrepancy between scaled dimensions and given dimensions, the given dimensions shall take precedence over scaled dimensions. Although the Drawings are drawn to scale, as indicated, and dimensions are given, in the case of remodeling or reconstruction work, or fitting work to existing conditions, the contractor shall work to measurements of existing conditions.
- 1.2.8 In the event that the Contractor or any subcontractor has a question regarding coordination between the Drawings and Specifications, or if any of them believes that a discrepancy exists between the Contract Documents and the Drawings, the Contractor is obligated to bring the discrepancy or question to the attention of the Owner and the Designer prior to commencement of any work which affects that portion of the Work to which the discrepancy or question relates. Should the Contractor fail to request interpretations of questionable items in the Contract Documents prior to executing the Work and/or any affected or related Work, neither the Owner nor the Designer will thereafter entertain any claim by the Contractor for additional costs or time.
- 1.2.9 Where a discrepancy or inconsistency appears to exist between any of the Contract Documents regarding quantity or quality, or both, of labor and/or materials to be furnished for the Work, the greater quantity or higher quality shall govern and will be presumed to be included in the Contract Sum. When a general term conflicts with a more specific term, the more specific term governs.
- 1.2.10 Any geotechnical information regarding the site, including soil borings and soil reports, included with the Contract Documents or otherwise made accessible to the Contractor, was obtained by the Owner for the use of the Designer in the design of the project. The Owner does not warrant such information to the Contractor as accurate or approximate indication of subsurface conditions, and no claims for extra costs or time extensions resulting from a reliance by the Contractor on such information will be allowed, except as provided in Subparagraph 4.3.4.
- 1.2.11 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, cleaned and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.
- 1.2.12 Unless otherwise provided in the Contract Documents, the Owner will furnish to the Contractor at no charge seven (7) copies of the Drawings and Specifications for the execution of Work. (Additional sets may be obtained at the Contractor's expense from the Owner upon written request by the Contractor.) The Drawings and Specifications are the property of the Owner and are to be returned to it when the purpose for which they are intended have been served. The Contractor shall keep at the jobsite trailer or office one copy of all Drawings and Specifications, including revisions, Addenda,

details, Shop Drawings, Change Orders, etc., on the Work in good order and available to the Owner or the regulatory agency of the governmental body having jurisdiction in the area of the Work..

The Contractor shall also be responsible for safe keeping at the jobsite the set of Contract Documents, including the original review letter, which were reviewed, stamped, and issued by the State Fire Marshal ("Fire Marshal Documents"). If the Fire Marshal Documents are not delivered to the Contractor by the Owner or the Designer at the commencement of construction, it shall be the Contractor's responsibility to ask for, locate, and obtain the Fire Marshal Documents for safe keeping at the jobsite. The Fire Marshal Documents shall not be used by the Contractor, subcontractor, or anyone else for actual construction activities, but shall be kept in good condition for the sole use of the State Fire Marshal during its inspections of the Project. Upon Substantial Completion of the Project, the Contractor shall deliver the Fire Marshal Documents to the Owner. The Contractor shall be fully and solely responsible for any delays in the Project caused by the unavailability of the Fire Marshal Documents when needed or requested by the Fire Marshal for inspections or other purposes.

- 1.2.13 The Contractor shall keep an accurate record, in a manner approved by the Owner, of all changes in the Contract Documents during construction ("As-Built Documents"). These changes shall be clearly marked in red ink on the Drawings, in the Specifications, and on any other Contract Documents as may be applicable. In Work concerning underground utilities, the Contractor shall keep an accurate As-Built Documents in a manner approved by the Owner of all valves, fittings, etc. Upon substantial completion of the project, and before the Certificate of Substantial Completion and/or other Acceptance document(s) is recorded, the Contractor shall furnish the Owner the original copy of the As-Built Documents.
- 1.2.14 Contractor shall keep accurate As-Built Documents measured in the field to the nearest tenth (0.1) of a foot of the location of all sewer to building connections. The location shown shall be the end of the connection at the property line measured along the main line of pipe from a manhole.
- 1.2.15 Contractor shall keep accurate As-Built Documents of the construction of the storm water drainage collection system. Inverts to the nearest hundredth (0.01) of a foot and top of castings shall be shown as well as location of all structures to the nearest tenth (0.1) of a foot. Upon substantial completion of the Work the As-Built Documents shall be delivered to the Owner.

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

1.6.1 *Add the following to Subparagraph 1.6.1:*

The Drawings, Specifications and other documents prepared by the Designer and/or by the Owner and copies thereof furnished to the Contractor are for use solely with respect to this Project.

The limitation(s) provided for herein shall in now way affect the Owner's right to use the Drawings, Specifications and other Instruments of Service as provided for by law or as specified by the Owner.

Delete the following from Subparagraph 1.6.1:

Delete the remainder of the third sentence starting with "and unless otherwise indicated copyrights."

Add the following as new Paragraph 1.7:

1.7 BONDS

- 1.7.1 A Bid Guarantee of not less than five percent (5%) of the amount of the Bid must accompany the Proposal and, at the option of the Bidder, may be a cashier's check, certified check or a satisfactory written guarantee (such as a Bid Bond issued by a Surety licensed to do business in the State of Louisiana). Any cashier's check or certified check issued for this purpose must be made payable to the order of the Parish of St. Tammany. Cash deposits will not be accepted. The Owner reserves the right to cash or deposit the cashier's check or certified check.
- 1.7.2 The Owner will retain the Bid securities of the three (3) lowest Bidders until the contract is executed or until final disposition is made of the Bids submitted. Bid securities of all other Bidders will be returned promptly after the canvas of Bids. Bids shall remain binding for at least sixty (60) days after the date set for Bid Opening. In the event the Owner issued the letter of Award during this period, the Bid accepted shall continue to remain binding until the Execution of the Contract.
- 1.7.3 The Contractor shall deliver the foregoing Bonds in proper form and format to the Owner at least three working days prior to the execution of the Agreement in order for Owner to have sufficient time to review said Bonds.
- 1.7.4 In order to ensure the faithful performance of each and every condition, stipulation and requirement of the Contract, payment of all of the Contractor's and Subcontractor's financial obligations on the Project, and to indemnify and save harmless the Owner from any and all damages, either directly or indirectly arising out of any failure to perform same, the successful Bidder to whom the Contract is awarded, shall furnish a Labor and Materials Payment Bond and Performance Bond in an amount of at least equal to one hundred percent (100%) of the Contract Price. The Contract shall not be in force or binding upon the Owner until such satisfactory Bonds have been provided to and approved by the Parish. The Owner shall approve the Surety Company and the Contractor shall pay for the cost of the Payment and Performance Bonds unless otherwise stipulated in the Special Provisions. Bonds shall be executed before an attorney and/or attorney-in-fact selected, retained and paid by the Contractor and/or its surety.
- 1.7.5 No Surety Company will be accepted as a bondsman where the company has no permanent agent or representative in the State upon whom notices referred to in the *General Conditions* and these *Supplementary General Conditions* may be served. Services of said notice on said agent or representative in the State shall be equal to service of notice on the President of the Surety Company, or such other officer as may be concerned.

- 1.7.6 All Bonds must be provided by a company which conforms to the following A.M. Best Company Ratings:

<u>Amount of Contract</u>	<u>A.M. Best Rating (Or Better)</u>
\$0 - \$250,000	B Class 7
\$250,001 - \$500,000	B Class 7
\$500,000 & Larger	A Class 8

In order to be approved, the Company that furnishes the bond must be authorized to do business in the State of Louisiana and approved by the Commissioner of Insurance of the State of Louisiana. When the amount of the contract is larger than \$250,000, the Company must hold a Certificate of Authority from the United States Treasury Department as acceptable surety on Federal Bonds.

- 1.7.7 Should the Contractor's Surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new Bond or Bonds issued by another surety company approved by the Owner, at no cost to the Owner. The new Bond(s) shall be executed under the same terms and conditions as the original Bond(s). The new Bond(s) shall be submitted within thirty (30) days of such time as the Owner notifies Contractor or from the time Contractor learns or has reason to know that the original surety is no longer financially viable or acceptable to the Parish, whichever occurs first. In the event that Contractor timely fails or refuses to secure additional surety, then the Owner may secure such surety and thereafter deduct such cost or expense from any sum due or to become due Contractor.
- 1.7.8 The Contractor's bondsman shall obligate itself to all the terms and covenants of the Contract Documents, including without limitation the Contract itself, Plans, Specifications, the *General Conditions*, these *Supplementary General Conditions*, and of contracts covering the Work executed hereunder. The Owner reserves the right to do extra Work or make changes by altering, adding to, or deducting from the Work under the conditions and in the manner herein before described without notice to the Contractor's surety and without, in any manner, affecting the liability of bondsman or releasing it from any of its obligations hereunder.
- 1.7.9 The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with Plans, Specifications, and other Contract Documents. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of Contract and institution of concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of the Owner occurring through failure of the Contractor to perform.
- 1.7.10 The surety of the Contractor shall be and does hereby declare and acknowledge itself by acceptance to be bound to the Owner as a guarantor, jointly and in solido, with the Contractor, for fulfillment of terms and conditions of the Contract Documents.
- 1.7.11 The Performance Bond and the Labor and Material Payment Bond forming part of this Contract shall be continued by Contractor and its Surety for a period of one (1) year from date of acceptance of this Contract by Owner; all to assure prompt removal and replacement of all defective material, equipment, components thereof, workmanship, etc. and to assure payment of any damage to property

of Owner or others as a result of such defective materials, equipment, workmanship, etc. Notwithstanding the foregoing, nothing herein shall shorten or otherwise modify the statutory prescriptive and/or peremptive periods set forth in Louisiana law for actions against the Contractor the Surety, and/or any Subcontractor.

- 1.7.12 Although the Owner will physically record the Agreement, in accordance with Subparagraph 1.2.4 above, the Contractor shall pay for cost of recording the Contract and Bond and cost of canceling same. Contractor shall also secure and pay for all Clear Lien and Privilege Certificates (together with any updates) which will be required before any final payment is made, and that may be required before any payment, at the request of the Owner, its representative, agent, architect, engineer and the like. All recordation and Clear Lien and Privilege Certificate requirements shall be in accordance with those requirements noted herein, in the Specifications, and/or in Louisiana law.
- 1.7.13 In addition to successful Bidder paying all costs of recording Contract, successful Bidder shall be required to pay any and all Notarial Fees associated with recording of the Contract.

ARTICLE 2 - OWNER

2.1 GENERAL

Delete Subparagraphs 2.1.1 and 2.1.2.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 *Delete Subparagraph 2.2.1.*

2.2.5 *Delete Subparagraph 2.2.5 and substitute the following new subparagraph:*

The Contractor will be furnished, free of charge, up to seven (7) sets of the Drawings and Project Manual. Any additional copies will be furnished at the cost of reproduction, plus postage and handling.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 *Delete Subparagraph 2.4.1 and substitute the following:*

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of additional services made necessary by such default, neglect, or failure, including without limitation the fees and expenses of attorneys, experts and/or other consultants. Such amounts charged to the Contractor are subject to prior approval of the Designer (on those projects where a Designer was retained by the Owner). If payments then or thereafter due the contractor are not sufficient to cover such amounts, the Contractor or its surety shall pay the

difference to the Owner.

ARTICLE 3 - CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.3 *Delete Subparagraph 3.2.3 and substitute the following:*

3.2.3 The Owner or the Designer does not guarantee the exactness of grades, elevations, dimensions or locations given on any drawing issued by the Designer, or the work installed by other contractors.

Add the following new Subparagraphs to Article 3.2.

3.2.4 The Contractor shall satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. The Contractor shall promptly correct any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions or locations without any additional cost to the Owner.

3.2.5 The Mechanical and Electrical Drawings are diagrammatic only, and are not intended to show the exact physical locations, configurations, or dimensions of the Work. The mechanical and electrical work shall be installed to clear all obstructions, permit proper clearances for the work of other trades, and present an orderly appearance where exposed. Contractor shall coordinate closely with applicable Subcontractors and the Designer regarding the exact locations of fixtures and outlets, and of all other mechanical or electrical devices which can be seen by a user of the completed building or project. Contractor shall schedule mechanical/electrical coordination meetings regularly, but not less than once per month.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 *Delete Subparagraph 3.3.1 in its entirety and substitute the following:*

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters, in which case the Contractor shall specifically coordinate with the Designer and/or Owner.

Add the following new Subparagraphs to Section 3.3:

3.3.4 It is the Contractor's responsibility to coordinate and expedite the overall construction process as required to comply with the Contract Documents. By entering into this Agreement, the Contractor is advising the Owner that it has and will provide a sufficient supervisory staff for all site operations, including, at a minimum, an overall project superintendent who shall be stationed at the Project site, and shall only be involved with this Project and the Work required under this Agreement. The Superintendent shall be the Contractor's representative at the site and shall have the authority to act

on behalf of the Contractor. All communications given to the Superintendent shall be as binding as if given directly to the Contractor at its main office. The Superintendent assigned to the project by the Contractor shall remain as Superintendent throughout the duration of the Project. Owner specifically reserves the right to approve and/or disapprove the retention of a new Superintendent, neither to be unreasonably withheld.

- 3.3.5 The Contractor shall also assign a Project Manager in its home office to direct the overall coordination and expedition processes. The Project Manager shall also have the authority to act on behalf of the Contractor. The Project Manager shall also have the authority to act on behalf of the Contractor. The Project Manager assigned to the project by the Contractor shall remain as the Project Manager throughout the duration of the project. Owner specifically reserves the right to approve and/or disapprove the retention of a new Project Manager, neither to be unreasonably withheld.
- 3.3.6 The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner, whether or not forming a part of the Work located within those areas of the Project to which the Contractor has access. The Contractor shall have full responsibility for the security of such property of the Owner for any such loss, damage, or injury, except where said loss, damage or injury was directly and solely caused by the Owner, its agents, and/or its employees.
- 3.3.7 Prior to commencement of any construction Work on the Project, the Contractor shall retain a Louisiana licensed civil engineer and/or a Louisiana licensed professional land surveyor, acceptable to the Owner, who shall establish the exterior lines and grades of all buildings, structures, roads, drives, utilities, site grading, or other improvements to be constructed as a part of the Work. The engineer and/or surveyor shall certify that actual location and elevations of the constructed facilities in relation to property lines, building setbacks, building lines, easements, and other restrictive boundaries.
- 3.3.8 The Contractor shall retain the same engineer and/or land surveyor to make periodic checks of lines and grades during the course of construction of the Project. At the conclusion of the Project, the Contractor shall submit with its final payment application a final certification of actual, final location and elevations of the constructed facilities in relation to property lines, building setbacks, building lines, easements, and other restrictive boundaries, as well as the final finish floor elevations, expressed in NGVD, and tied into a government benchmark elevation benchmark.
- 3.3.9 It shall be the Contractor's responsibility to establish the building grades, lines, levels, columns, wall and partition lines as may be required by the various subcontractors in layout of their work.

3.4 LABOR AND MATERIALS

3.4.2 *Delete Subparagraph 3.4.2.*

Add the following new Subparagraphs to Paragraph 3.4:

- 3.4.4 Unless specifically stated and specified to the contrary, the Contractor may furnish equal brand products or equipment for those specified in the Contract Documents, but only if the Contractor submitted for prior approval a particular substitute product no later than seven (7) days prior to the

date of the bid opening, and the Designer or Owner issued an Addendum providing approval of the product or equipment submitted. Where used, the name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the item desired as to general style, type, and character. However, the Contractor shall either provide the certain brand or particular brand set forth in the Contract Documents or a substitute product approved prior to the bid opening.

- 3.4.5 After the Contract has been executed, the Contractor may nevertheless be permitted to substitute an alternate product, under the following conditions:
- 3.4.5.1 Substitution of the requested alternate product(s) is required for one or more of the following reasons: (1) for compliance with code requirements or insurance regulations then existing, (2) due to unavailability of the specified product, through no fault of the Contractor and/or its subcontractors and suppliers, (3) it is determined that the specified product will not properly perform or fit into designated space, or (4) the manufacturer/fabricator of the specified product refuses to certify or guarantee performance of its product as required by the Contract Documents.
 - 3.4.5.2 The Contractor shall submit a written proposal setting forth the reasons why the substitution is necessary, and include a full submittal and/or shop drawing of the product being submitted for substitution. The Contractor's submittal for the substitute product shall also address any adjustments to be made in the contract time and/or contract amount if the substitution is approved. If no mention of contract time and/or contract amount is made in the Contractor's submittal, it will be presumed that the requested substitution does not change the project schedule or the contract amount.
 - 3.4.5.3 Include in the proposal an affidavit stating that the Contractor accepts the warranty and corrections obligations in connection with the proposed substitution as if originally specified in the Contract Documents.
 - 3.4.5.4 Submit a minimum of three copies of Contractor's proposal for substitution to Designer in sufficient time to allow Designer no less than ten (10) working days for review. No substitution will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated herein.
 - 3.4.5.5 Even where requested substitutions are made in complete accordance with the foregoing, the Designer and/or Owner may reject the request for substitution without explanation.
 - 3.4.5.6 Any additional cost, or any loss or damage arising from the substitution of any product, material, or equipment for those originally specified, including costs of changes of all other work affected by the substitution, shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Designer or Owner, unless such substitution was made at the written request or direction of the Owner or Designer.
- 3.4.6 Unless otherwise specifically provided for in the Specifications, all workmanship, equipment, materials and articles incorporated in the Work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose intended.

- 3.4.7 Only equipment in good working order and suitable for the type of Work involved shall be brought onto the Project site and used by the Contractor. The Contractor is solely responsible for the proper maintenance and use of its equipment and shall hold the Owner and Designer harmless from any damages or suits for damages arising out of the improper selection or use of equipment.
- 3.4.8 All Federal, State and local taxes due or payable during the time of Contract on materials, equipment, labor or transportation, in connection with this Work, must be included in the amount bid by the Contractor and shall be paid to proper authorities before acceptance. In accordance with St. Tammany Police Jury Resolution 86-2672, as amended, the Contractor must provide in a form suitable to the Owner an affidavit stating that all applicable sales taxes for materials used on the Project have been paid.
- 3.4.9 Any foreman or workman employed on this Project who disregards orders or instructions, does not perform his Work in a proper and skillful manner, or is otherwise objectionable shall, at the written request of the Owner, be removed from the Work and shall be replaced by a suitable foreman or workman.

3.5 WARRANTY

- 3.5.1 In the first sentence, after the word "quality," add "free of lead, asbestos, and/or any other toxic material."

Add the following new Subparagraphs to Paragraph 3.5.

- 3.5.2 The Contractor shall obtain any and all written warranties or guarantees required by and/or referred to in the contract Documents, and particularly in the various sections of the Specifications. As a condition precedent to its right to receive final payment, the Contractor shall deliver to the Designer for review and transmittal to the Owner at least one (1) copy of each and every manufacturer's warranties or guarantees, operation manuals and instructions, service contracts, and other warranties and guarantees as required. The Contractor shall require each subcontractor to execute a satisfactory written warranty or guarantee in which the Owner and the Contractor are named as beneficiaries.
- 3.5.3 If, after the approval of the final payment, and prior to the expiration of one year after the date of Substantial Completion, or such longer period of time as may be prescribed by law or by the terms of any applicable special warranty or guarantee required by the Contract Documents, any Work is found to be defective and/or otherwise to not have been provided in accordance with the Contract Documents, upon receipt of written notice from the Owner or Designer, the contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defects in the Work, or if it has been rejected by Owner, to remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, Owner may have the defective Work corrected and/or rejected Work removed and replaced, in which event all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor.
- 3.5.4 If, instead of requiring correction or removal and replacement of defective Work, Owner (and prior to approval of final payment) prefers to accept it, the Owner may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary

revisions in the Contract Documents, including appropriate reduction in the Contract Price, or, if the acceptance occurs after approval of final payment, the Contractor shall pay an appropriate amount to Owner.

3.7 PERMITS, FEES and NOTICES

3.7.1 *Delete Subparagraph 3.7.1 and substitute the following new subparagraph:*

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. In addition, the Contractor shall secure certificates of inspections, use and occupancy permits, and applicable licenses with all such certifications to be delivered when the Contractor considers the Work to be substantially complete under Paragraph 9.8 hereof in order to allow the Owner to accept the Project upon substantial completion as provided for in Louisiana Revised Statute 38:2241.1.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 *Delete Subparagraph 3.10.1 and substitute the following new subparagraphs.*

3.10.1 The Contractor shall prepare and submit a Construction Schedule to the Owner and Designer within ten (10) working days of the date of the Notice to Proceed. Unless otherwise specified, the Construction Schedule shall be a precedence-style critical path method (CPM) or other format satisfactory to the Owner and the Designer. This initial submission of the Construction Schedule shall be for review by the Owner and Designer.

3.10.2 The Construction Schedule shall include the following information, at a minimum: (1) a graphic representation of all activities and event that are anticipated to occur during the performance of the Work, (2) the identity of each phase of construction and occupancy; (3) a clear and concise statement or indication of the dates which are critical in bringing about the timely and orderly construction of the Project and completion of the Work in accordance with the requirements of the Contract Documents.

3.10.3 If the Owner and/or Designer do not accept the initial Construction Schedule submitted by the Contractor, the Construction Schedule shall be revised in accordance with the recommendations of the Owner or Designer, and resubmitted for acceptance.

3.10.4 The Contractor shall monitor the progress of the Work for conformance with the Construction Schedule and shall promptly advise the Owner and Designer of any delays or potential delays. In addition, the Contractor shall provide an updated Construction Schedule to reflect actual conditions and completion of the Work with each Application for Payment. This updated Construction Schedule shall also include a narrative summary of the Work scheduled to be performed during the next four (4) weeks (normally until the next updated Schedule and Summary are issued). In the event that the updated construction Schedules indicate any delays in performance of the Work, the Contractor shall take corrective measures necessary to expedite the progress of the construction, including without limitation, (1) working additional shifts or overtime, and (2) supplying additional manpower, equipment and/or facilities. Such measures are solely for the purpose of ensuring the Contractor's

compliance with the Contract Time allowed by the Contract Documents and/or set forth in the Contractor's Construction Schedule. The Contractor shall not be entitled to any adjustment in the Contract Sum in connection with such corrective measures. In no event shall any schedule progress report constitute an adjustment to the Contract Time or to the Contract Sum unless and until such an adjustment is agreed to by the Owner and authorized pursuant to a written Change Order.

- 3.10.5 For contracts involving roadway and/or highway work, the Contractor shall submit a construction signing layout for all roads within the Contract at the same time the Construction Schedule is submitted.
- 3.10.6 The Construction Schedule, and all updates and revisions to it, shall be cost loaded to coordinate with the Schedule of Values.
- 3.10.7 Submission by Contractor of the proper initial Construction Schedule, as modified after review by Owner and Designer, and submission of monthly Construction Schedules, properly updated, shall be a condition precedent to any claim by Contractor for delay damages and/or accelerated completion damages arising, or alleged to arise, out of the Project.
- 3.10.8 Notwithstanding the Contractor's Construction Schedule, the Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with operation of the Owner's premises. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting the Owner's operation of the premises during the hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Paragraph may be grounds for an extension of the Contract Time, if allowed under Subparagraph 8.3.1, and an adjustment in the Contract Sum if (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, and (2) such rescheduling or postponement is required for the convenience of the Owner.
- 3.10.9 Submittal by the contractor of a schedule or other documentation showing a completion date for the Contractor's Work prior to the completion date stated in the Contract shall not impose any obligation or responsibility on the Owner or Designer for the earlier completion date.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 3.12.7 *Delete Subparagraph 3.12.7.*
- 3.12.9 *Delete the last sentence in Subparagraph 3.12.9.*
- 3.12.10 *Delete Subparagraph 3.12.10 and substitute the following new subparagraph:*
- 3.12.10 When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Contractor shall provide the person or party providing the certification with full information on the relevant performance requirements and on the materials, systems, or equipment that are expected to be operated at the Project site. The certification shall be based upon performance under the operating conditions generally prevailing or expected at the Project site. The Designer shall be entitled to rely upon the accuracy and completeness of such certificates.

Add the following new Subparagraphs:

- 3.12.11 All shop drawings for any architectural, structural, mechanical or electrical work must be submitted to and approved by the Designer. The Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing the expertise and experience in the trade for which the shop drawing is being prepared and, if required by the Designer or applicable law, by a Louisiana licensed engineer. Any shop drawing that indicates insufficient study or drawings and specifications, illegible portions, or gross errors will be rejected outright, and the Contractor shall resubmit such drawing in a manner consistent with the information contained in the Contract Documents. Such rejections, if any, shall not constitute a reason for granting Contractor additional time to perform the Work.
- 3.12.12 Shop Drawings sent by facsimile will not be accepted.
- 3.12.13 Upon completion of the Shop Drawing/Submittal review process as set forth herein, Contractor shall keep a copy of each reviewed and stamped Shop Drawing/Submittal at the Project site.
- 3.12.14 The Contractor shall not submit any Shop Drawing that is merely a tracing or other copy of any of the Contract Documents. Each Shop Drawing must be prepared by the Contractor or a subcontractor or supplier of the Contractor. The Designer shall have the authority to reject any shop drawing that violates this provision, and no extension of the Contract Time shall be give on account of such rejection.

3.13 USE OF SITE

3.13 *Add the following new Subparagraphs:*

- 3.13.2 Contractor shall ensure that the Work, at all times, it performed in the manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. All public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions. Contractor shall use its best efforts to not interfere with the occupancy of (1) any area and buildings adjacent to the site of the Work or (2) the building in the event of partial occupancy.
- 3.13.3 As far as is practicable and consistent with good construction practice, the Contractor shall permit access to private and public property through the Work site, and leave fire hydrants, catch basins, streets, etc. free from encumbrances.
- 3.13.4 The Contractor shall arrange and schedule its Work so that no undue or prolonged blocking of business establishments will occur.
- 3.13.5 Contractor shall not permit any workers to use any existing facilities at the Project site unless Contractor first obtains Owner's written approval. Such facilities include but are not limited to lavatories, toilets, entrances and parking areas other than those designated by the Owner.
- 3.13.6 Contractor is responsible for repair of any damage from operations under its supervision or direction caused to Owner's property and facilities on the site and access routes thereto. Components which

Contractor shall repair if damaged include, but are not limited to, sidewalks, curbing, paving, sodding, pipes, conduits, sewers, water lines, gas lines, drainage lines, buildings, fences, bridges, retaining walls, tanks, power lines, levees or any other building or property whatsoever. Any repairs that are required must be made so to return the component or item to a like condition as existed prior to occurrence of the damage.

- 3.13.7 Contractor is responsible, at its sole cost and expense, for protecting and supporting all water and gas pipes, utility lines, structural elements, or other properties which could be damaged during execution of the Work. Contractor shall take all reasonable and proper precautions to protect persons, animals and vehicles, and the public, from injury. When necessary, Contractor shall, at its expense, erect and maintain a fence or railing around any excavation, and place a sufficient number of lights about the Work site and keep said lights burning from twilight to sunrise. Owner shall have the right to require Contractor to provide security personnel as may be reasonable applicable under the circumstances, said security services to be provided at the Contractor's expense and included in the Contractor's bid.
- 3.13.8 No road or driveway shall be closed to the public by the Contractor except by Owner's prior written authorization. If a road is closed, the Contractor shall maintain traffic over, through, and/or around the Work site with the maximum practicable convenience, for the full twenty-four hours of each day of the Contract period, whether or not the work has ceased temporarily, or even overnight or over a weekend. The Owner shall notify the Contractor at the earliest possible date after execution of the Contract and, in any case, before commencement of any construction activities that might in any way inconvenience or endanger traffic, in order that necessary suitable arrangement may be determined. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of the Contractor. This expense shall be paid directly by the Contractor. This expense shall not be considered to be an additional costs, nor shall it result in a change order as to the Contract amount or time. All traffic deviations made necessary by the Work shall be coordinated with the appropriate enforcement officials of the Parish.
- 3.13.9 The convenience of the general public and those residing in the proximity of the Work shall be provided for in a reasonable, adequate, and satisfactory manner. Where existing roads are not available as detours, and unless otherwise provided, all traffic shall be permitted to pass through the Work site. In all such cases, the public shall have precedence over Contractor's vehicles insofar as the traveling public's vehicles shall not be unduly delayed for the convenience of the Contractor. In order that all unnecessary delay to the traveling public may be avoided, the Contractor shall provide and station competent workers with the necessary signs, flags, and communication devices whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the Work site. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor. This expense shall be paid directly by the Contractor. This expense shall not be considered as a change order nor shall it allow the Contractor any additional costs reimbursement whatsoever. All traffic deviations herein shall be coordinated with the appropriate law enforcement officials of the Parish.
- 3.13.10 During grading operations when traffic is being permitted to pass through construction, the Contractor shall provide a smooth, even surface that will provide a satisfactory passageway for the use of traffic. The road bed shall be sprinkled with water if necessary to prevent a dust nuisance caused by the Work.

- 3.13.11 Material and equipment stored on the right of way or on the Work site shall be so placed, and the Work shall be conducted, so to ensure minimum danger and obstruction to the traveling public.
- 3.13.12 Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by ordinances, rules, or regulations, and in any event, not closer than fifteen (15) feet from a fire hydrant.
- 3.13.13 No Work of any type of kind shall be commenced on a railroad right-of-way until the Railroad Company has issued a permit to the Owner and has been duly notified by the Contractor in writing, with a copy to the Owner, of the date it proposed to begin Work, and until an authorized representative of the Railroad Company is present, unless the Railroad Company waives such requirements in writing. All Work performed by the Contractor within a railroad right-of-way shall be subject to the inspection and approval of the chief engineer of the Railroad Company or its authorized representative. Any precautions considered necessary by said chief engineer to safeguard the property, equipment, employees and passengers of the Railroad Company shall be taken by the Contractor without additional compensation. The Contractor shall, without extra compensation, take such precautions and erect and maintain such warning devices as the Railroad Company considers necessary to safeguard the operation of its trains. The temporary vertical and horizontal clearances specified by the Railroad Company's representative shall be maintained at all times. No steel, brick, pipe, or any loose material shall be left on the ground in the immediate vicinity of a railway track. Before any Work is done within a railroad right-of-way, the Contractor shall provide and pay all costs of any permits and/or special insurance required by the Railroad Company.
- 3.13.14 At its own expense, the Contractor shall provide, erect, paint, and maintain all necessary barricades required for safe performance of the Work. Contractor shall also provide suitable and sufficient lights, torches, reflectors, or other danger signals and signs, and provide a sufficient number of watchmen and/or flagmen, and take all such necessary precautions as reasonably required for the protection of the Work and the safety of the Public.
- 3.13.15 At its own expense, the Contractor shall provide warning signs beyond the limits of the Work site wherever necessary to give the traveling public advance notice of the Work site, detours, etc. This shall be done, at a minimum, at any place on the Work site where construction operations interfere with the use of the road by traffic, including without limitation, each intermediate point where the new Work crosses or coincides with the existing road. All barricades and obstructions shall be kept well painted, and suitable warning signs shall be placed thereon. All barricades and obstructions shall be illuminated at night and all lights or devices for this purpose shall be kept on from sunset to sunrise.

3.15 CLEANING UP

- 3.15.1 *Delete Subparagraph 3.15.1 and substitute the following new subparagraph:*
- 3.15.1 The Contractor shall keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable, and shall remove same from any portion of the site, if in the opinion of the Owner's Project Manager, such material debris, or rubbish constitutes a nuisance or is objectionable in any way to the Owner. The Contractor further agrees to remove all machinery, materials, implements, barricades, staging, falsework, debris, and rubbish connected with or caused

by the Work immediately upon the completion of the Work in that general vicinity, and to clean all structures and work under the Contract Documents to the satisfaction of the Owner's Project Manager, and to leave the premises in perfect condition insofar as affected by the work hereunder.

Contractor acknowledges that Owner and/or other tenants in the building, if any, will continue to occupy and must maintain continuous operations in the building in which the Work is located. It is critical that these operations shall not suffer any significant interference, including without limitation, any interruption in utilities or unreasonable noise, dust, odor, or vibration. Contractor shall perform the Work and limit its use of the Project site in such a manner as to minimize any interference with occupancies and operations in the building and in accordance with applicable building rules and regulations.

Without limiting the generality of the foregoing, at no additional cost to the Owner, Contractor shall provide and apply dust control at all times, including holidays and weekends, as required, to prevent the spread of dust and to avoid the creation of a nuisance at the Work Site or in the surrounding areas as a result of construction activities. Dust control shall be by sprinkler water or other approved means, except that no chemicals, oil, or similar substances shall be used. Contractor shall also take proper measures, at no additional cost to Owner, to prevent tracking mud onto public streets or roads or property of third persons. All ingress/egress from the site shall be maintained in a dry condition. Any mud tracked onto public streets or roads, or other areas of the building, or property of third persons shall be immediately removed and the affected area cleaned. Contractor shall be liable for all costs, damages, and expenses, including courts costs and attorneys fees, for all claims and actions related to dust or windblown materials attributed to the Work hereunder.

Add the following new Subparagraph 3.15.3:

- 3.15.3 Upon completion of the Work, Contractor shall provide final clean-up of all surfaces, including without limitation, tile, glass, storefronts, windows, carpet, wall finishes, equipment, pavers, sidewalks, driveways, parking areas, and streets.

3.17 ROYALTIES AND PATENTS

3.17.1 *Delete Subparagraph 3.17.1 and substituted the following new subparagraph:*

- 3.17.1 The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation of the Work of any invention, design, process, produce or device which is the subject of patent rights, trademarks, copyrights, trade secrets or proprietary information held by others. Contractor shall indemnify and hold harmless Owner and Designer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses, including attorney fees and court and arbitration costs, arising out of any infringement of patent rights, trademarks, copyrights, trade secrets or proprietary information incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process or device and shall defend all such claims in connection with any alleged infringement of such rights. This indemnification obligation is not limited to, but is in addition to, the insurance obligations of the performance bond required in connection with this Agreement.

3.18 INDEMNIFICATION

Add the following new Subparagraphs:

- 3.18.3 The obligations of the Contractor under this Paragraph 3.18 shall not extend to the liability of the Designer, the Designer's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of drawings, maps, opinions, reports, surveys, change orders, designs, and/or specifications, or (2) the giving of or the failure to give directions or instructions by the Designer, the Designer's consultants, and agents and employees of any of them provide such giving or failure to give is the primary cause of the injury or damage.
- 3.18.4 As to any and all claims by any employee of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, made against the Owner and/or the Designer, including any of their respective agents, representatives, owners, employees, consultants, insurers, or against anyone else entitled to indemnity under Paragraph 3.18, the indemnification obligations set forth in Paragraph 3.18 shall not be limited in any way or by any limitation on the amount or type of damages, or by compensation or benefits payable by or for Contractor or any Subcontractor under any worker's compensation statute, disability benefit statute, or other employee benefit statute. Whenever an attorney is to be provided to the Owner pursuant to this Agreement, the Owner shall not be limited in the selection of its attorney, and in fact shall have the sole right to select its own attorney. The Contractor, its Surety, and/or its insurer(s) shall be solely responsible for paying all legal fees and expenses of the Owner's attorney. This obligation of the Contractor, its Surety, and/or its insurer(s) to pay for the Owner's attorney shall not be conditioned upon adjudication of fault, breach of contract, or any other cause of action, by the Contractor, or by anyone else, but shall arise at the moment it becomes necessary for counsel to be hired on behalf of the Owner.

3.19 CONTRACTOR'S REPRESENTATIONS

Add the following new Subparagraphs:

- 3.19.1 The Contractor represents and warrants the following to the Owner (in addition to any other representation and warranty given by the Contractor to the Owner) as an inducement to the Owner to enter into the Owner-Contractor Agreement, which representations and warranties shall survive the execution of the Contract Document and final completion of the Work and final payment therefore:
- 3.19.1.1 The Contractor is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents in an efficient and capable manner.
- 3.19.1.2 The Contractor is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations under the Contract Documents, and has sufficient experience and competence to do so.
- 3.19.1.3 The Contractor is authorized to do business in the State of Louisiana and is properly licensed by all necessary governmental, public, and other authorities having jurisdiction over the Contractor and/or over the Project.

- 3.19.1.4 The person(s) executing the Owner-Contractor Agreement is properly authorized to do so.
- 3.19.1.5 The Contractor has visited the site and has become familiar with the Contract Documents and the conditions of the site, has correlated the Contract Documents with the site conditions and with all applicable codes, ordinances, regulations, laws, and decrees; and knows of no reason why the Work can not be performed exactly as shown on the Contract Documents, unless previously stated otherwise in writing to the Owner and the Designer.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 *Delete Subparagraph 4.1.1 and substitute the following new subparagraph:*

4.1.1 The term "Architect," when used in the Contract Documents and in the General Conditions, 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 referred to throughout the Contract Documents as if singular in number.

4.1.3 *Delete Subparagraph 4.1.3.*

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.5 Between the words "Architect's" and "evaluations", add the word "observations of the progress of the work and".

4.3 CLAIMS AND DISPUTES

4.3.2 *Delete Subparagraph 4.3.2 and substitute the following new subparagraph:*

4.3.2 Time Limits on Claims: During construction of the Project, up until and including the date of Substantial Completion, claims by either party must be made within twenty-one (21) days after occurrence of the event giving rise to such claim, provided, however, that claimant shall use its best efforts to furnish the Designer and the other party, as expeditiously as possible, with notice of any claim, including, without limitation, those in connection with concealed or unknown conditions, once such claims are recognized, and shall cooperate with the Designer or other party against whom the claim is made and shall make every effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such claims. Notwithstanding the twenty-one (21) day period set forth above, any and all claims for delay by the Contractor shall be made on or before the date of Substantial Completion of the Project, or said claims shall be deemed as waived. All claims must be made by written notice. Any additional claims made after the initial claim has been implemented by Change Order will not be considered unless submitted in a timely manner. Claims may also be reserved in writing within the time limits set forth in this subparagraph, except that any and all delay claims shall be made with specificity in writing on or before the date of Substantial Completion. If a claim is reserved, the resolution of the claim is to be

sent to the Designer. Any notice of claim or reservation of claim must clearly identify the alleged cause and the nature of the claim, and shall include data and information then available to the claimant which will facilitate proper verification and evaluation of the claim. Notwithstanding the foregoing, nothing shall preclude the Owner from bringing claims for warranty, breach of warranty, defective construction, breach of contract, or any other claim, demand, or cause of action against the Contractor after substantial completion of the Project so long as said claim, demand, or cause of action is brought within the applicable statutory limitation (prescriptive) period set forth under Louisiana law.

- 4.3.4 In the first sentence, change the word “promptly” to “at once.” Also add the word “working” between the number “21” and the word “days.”

In the fourth sentence, change the number “21” to “10.”

In the last sentence, delete the words “If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but”.

- 4.3.4 *Add the following language to Subparagraph 4.3.4:*

No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been discovered by the Contractor’s (1) prior inspections, tests, reviews, and preconstruction services for the Project, or (2) inspections, tests, reviews and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project.

- 4.3.6 *Add the following language to Subparagraph 4.3.6:*

No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with the requirements of the Contract Documents.

Any claim for increased cost for delay shall be asserted in accordance with the provisions of Subparagraph 4.3.2 unless the Owner extends the time in writing. This requirement is absolute. Thus, no action by or communication between the parties, nor any express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Contract Sum or change in the Contract Time. No claim for additional cost shall be allowed due to a problem with the performance or non-performance of a Subcontractor.

- 4.3.7 Claims for Additional Time:

4.3.7.2 *Delete Subparagraph 4.3.7.2 and substitute the following new subparagraph:*

4.3.7.2 If adverse weather conditions are the basis for a claim for additional time, the Contractor

shall document that weather conditions had an adverse effect of the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum.

Add the following new Subparagraphs:

- 4.3.7.3 The following list sets forth the number of days each month considered to be reasonably anticipated days of adverse weather:

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(s) will be considered only for days over the allowable number of days stated in the list above. Note: Contract is on a calendar day basis.

- 4.3.7.4 If the Contractor wishes to make a claim for an increase in the Contract Time, written notice as provided herein shall be given to the Designer and the Owner. No claim for additional time shall be allowed due to a problem with the performance of non-performance of a subcontractor.
- 4.3.7.5 No claim for additional time, regardless of the cause, will be approved unless and until the Contractor demonstrates to the satisfaction of the Owner that the Completion Time for the Work has itself been adversely affected to by the actions, events, or circumstances cited in the claims. The mere fact that some portion of the Work may be affected is not sufficient to establish an entitlement to an extension of the Contract Time. The baseline against which any such claim for additional time will be reviewed and determined will be the Approved Project Schedule, updated and revised as required by the Contract Documents.

- 4.3.8 Change the words "within a reasonable time not exceeding 21 days" to "at once, but not more than 3 working days."

4.4 RESOLUTION OF CLAIMS AND DISPUTES

- 4.4.1 In the second sentence, delete the words "mediation, arbitration or".
- 4.4.5 In the last line, delete the words "but subject to mediation and arbitration." The Subparagraph ends with the word "parties."
- 4.4.6 *Delete Subparagraph 4.4.6.*

4.4.8 In the last line, delete the words “by the Architect, my mediation or by arbitration.” The Subparagraph ends with the word “Claim.”

4.5 MEDIATION

Delete Article 4.5, “Mediation.”

4.6 ARBITRATION

Delete Article 4.6, “Arbitration.”

ARTICLE 5 - SUBCONTRACTORS

5.2.1 *Delete Subparagraph 5.2.1 and substitute the following new subparagraphs:*

5.2.1 Within seven (7) days after the Owner gives the Notice of Award to the Contractor, the Contractor shall submit to the Designer and Owner an accurate, itemized labor and materials cost schedule showing all subcontractors’ names, addresses, telephone numbers, nature of work, and subcontract amounts. Unless the Owner gives the Contractor written objection to any one or more of the subcontractors before the Contract is executed, or within seven (7) days after receipt of said list, whichever is shorter, the list shall be deemed acceptable to the Owner. Acceptance of any Subcontractor, or other person or entity performing Work on the Project, shall not constitute approval of Work by the Subcontractor, or other person or entity, which does not conform to the Contract Documents.

5.2.1.1 In addition to information which may be required prior to the execution of the Contract, not later than thirty (30) days after execution of the Contract, the Contractor shall furnish to the Owner the names of persons or entities proposed as suppliers and/or manufacturers of each of the products identified in the Specifications and/or Drawings, and where applicable, the name of the installing subcontractor.

5.2.1.2 If, after execution of the Contract, the Owner has reasonable objection to any Subcontractor, or other person or entity performing Work on the Project, Owner shall promptly notify the Contractor in writing. Contractor shall submit an acceptable substitute and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. Contractor shall not be required to employ any Subcontractor, or other person or entity performing Work on the Project, against whom it has reasonable objection. Contractor shall not, without Owner’s written consent, make any substitution of any Subcontractor, or other person or entity performing Work on the Project who has previously been accepted by the Owner unless it is determined that there is good cause for doing so.

5.2.2 *Delete Subparagraph 5.2.2 and substitute the following new subparagraph:*

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 increase in the Contract Sum due

to a problem with performance or non-performance of a Subcontractor.

5.2.3 *Delete Subparagraph 5.2.3 and substitute the following new subparagraph:*

5.2.3 Nothing in the Contract Documents shall be construed to control the Contractor in dividing the Work among approved Subcontractors or delineating the Work to be performed by any trade.

5.2.4 *Delete Subparagraph 5.2.4.*

5.3.1 *Delete Subparagraph 5.3.1 and substitute the following new subparagraph:*

5.3.1 All Work performed for Contractor by a Subcontractor or a sub-subcontractor will be pursuant to an appropriate written agreement between Contractor and Subcontractor, or between Subcontractor and sub-subcontractor, which specifically bind the Subcontractor or sub-subcontractor to the applicable terms and conditions of the Contract Documents. Each subcontract and/or sub-subcontract shall specifically state that the subcontract and/or sub-subcontract is for the benefit of the Owner on the Project, *i.e.*, that the Owner is a third party beneficiary to the contract. Each subcontract and/or sub-subcontract shall also contain applicable waiver of subrogation provisions. The Contractor shall be liable to the Owner and shall indemnify and defend the Owner for any and all damages arising out of Contractor's failure to ensure that all subcontracts and sub-subcontracts are in compliance with this provision.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Add the following new Subparagraphs:

5.4.1.3 The Contractor shall promptly submit to the Owner a copy of each subcontract upon execution of same. Each subcontract shall contain a contingent assignment of the subcontract to the Owner, consistent with this section.

5.4.3 Each Subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor in the event of the exercise of an assignment for those obligations of the Contractor that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

Add new Paragraph 5.5, as follows:

5.5 OWNER PAYMENTS TO SUBCONTRACTORS

5.5.1 In the event of any default hereunder by the Contractor, or in the event the Owner or Designer fails to certify any Application for Payment that is not the fault of a Subcontractor, the Owner may make direct payment to the Subcontractor, less appropriate retainage. At the Owner's election, it may also make payments by two-party check(s) to a Subcontractor's material suppliers (with the check being made payable jointly to the Subcontractor and the applicable material supplier). In either event, the amount so paid to Subcontractor and/or to its material suppliers by two-party checks shall be deducted from payment(s) to the Contractor or its surety.

- 5.5.2 Nothing contained herein shall create any obligation on the part of the Owner to make any payments to any Subcontractor, and no payment by the Owner to any Subcontractor shall create any obligation to make any further payments to any Subcontractor.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- 6.1.1 In the last line, change the words "in Section 4.3" to read "elsewhere in the Contract Documents.
- 6.2.3 *Delete the second sentence.*
- 6.2.4 In the last line, change the words "in Section 10.2.5" to read "elsewhere in the Contract Documents.

ARTICLE 7 - CHANGES IN THE WORK

- 7.1.1 In the first line, add the words "and Bond" after the word "Contract," and before the word "and."

Add the following at the end of Subparagraph 7.1.1:

No Change Order or Construction Change Directive shall be effective unless issued and executed as specified herein. The Contractor specifically agrees that if it proceeds on an oral order to change the Work, it shall waive any claim for additional compensation for such Work, and the Contractor shall not be excused from requirements to comply with the Contract Documents. This requirement is absolute. Thus, no action by or communication between the parties, nor any express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Contract Sum or change in the Contract Time.

- 7.1.4 *Add the following new Subparagraph 7.1.4:*

For any changes in the Work involving a request by the Contractor of more than a three (3) calendar day extension of time, the Contractor shall submit critical path schedules showing the original schedule and the impact of the proposed change justifying the requested extension of time. The Owner may, at its option, refuse to grant the time extension and instead require the Contractor perform the work according to the original schedule (or according to the most recently approved updated schedule, if applicable), provided that all reasonable costs for completing the Change Order work within the schedule, including overtime and acceleration costs, are included in the Change Order.

7.2 CHANGE ORDERS

Delete Subparagraphs 7.2.1 and 7.2.2 and substitute the following new subparagraphs:

- 7.2.1 A "Change Order" is a written order to the Contractor signed by the Owner and the Architect, issued after execution of the Contract, authorizing a change in the Work 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, or non-adjustment, of the Contract Sum or the Contract Time.

- 7.2.2 “Cost of the Work” for purposes of Change Orders shall be costs required to be incurred in performance of the Work and paid by the Contractor and Subcontractors, which shall consist of:
- 7.2.2.1 Wages paid direct labor personnel, delineating a labor burden markup for applicable payroll taxes, worker’s compensation insurance, unemployment compensation, and social security taxes.
 - 7.2.2.2 Cost of all materials and supplies, including the identification of each item and its cost.
 - 7.2.2.3 Identification of each necessary piece of machinery and equipment and its individual cost.
 - 7.2.2.4 Other documented direct costs.
- 7.2.3 “Overhead and Profit” (“OH&P”) The Contractor and Subcontractor shall be due jobsite and home office fixed overhead and profits on the Cost of the Work, but in no event shall OH&P exceed 25% of the direct cost of any portion of the Work.
- 7.2.4 Any credit due the Owner as a result of a Change Order shall be the Cost of the Work as defined in Subparagraph 7.2.2. The credit due the Owner shall not include the Contractor’s OH&P. Where a Change Order results in both credits to the Owner and extras to the Contractor for related items, OH&P will only be computed on the net extra cost to the Contractor.
- 7.2.5 The cost to the Owner resulting from a change in the Work shall be the sum of the “Cost of the Work” (as defined in Subparagraph 7.2.2) and “OH&P” (as defined in Subparagraph 7.2.3), and shall be computed as follows:
- 7.2.5.1 When all the change order work is all General Contract work, the Contractor’s OH&P shall not exceed 15% markup on the Cost of the Work.
 - 7.2.5.2 When the change order work is all Subcontract work, the Subcontractor’s OH&P shall not exceed 15% markup on the Cost of the Work, and the Contractor’s OH&P shall not exceed 10% markup on the Cost of the Work, not including the Subcontractor’s OH&P markup.
 - 7.2.5.3 When the change order work is a combination of General Contract work and Subcontract work, that portion of the direct cost that is General Contract work shall be computed per Subparagraph 7.2.5.1, and that portion of the direct costs that is Subcontract work shall be computed per Subparagraph 7.2.5.2.
 - 7.2.5.4 Bond and insurance premiums may be included, but after the OH&P markups are added to the Cost of the Work. Conversely, in the event of a deductive change order which decreases the Contract Amount, the Owner shall be entitled to receive an appropriate, prorated credit for the Contractors’ cost of Bonds and insurance premiums.

- 7.2.5.5 “Subcontract cost” shall consist of the items in Subparagraph 7.2.2, plus OH&P as defined in Subparagraph 7.2.5.
- 7.2.6 Before a Change Order is prepared, the Contractor shall prepare and deliver to the Designer 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.
 - 7.2.6.1 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.
 - 7.2.6.2 An itemized list of labor, material, and equipment costs for each Subcontractor’s and/or Sub-subcontractor’s work, including quantities and unit costs for each item of labor, material, and equipment.
 - 7.2.6.3 A clear statement of the estimated impact of the Change Order on the Progress Schedule.
- 7.2.7 After a Change Order has been executed by all parties, no future requests for increases to the Contract Sum or extensions of the Contract Time shall be considered for the items of Work included in that Change Order.
- 7.2.8 The Contractor will be due extended fixed jobsite overhead for time delays only when complete stoppage of the Work occurs which causes or results in an extension of the contract completion date, and the Contractor is unable to mitigate financial damage through replacement work. The Work stoppage must be due to acts or omissions solely attributable to the Owner. In all cases, the Contractor is to notify the Designer in writing as required by Article 4.3.2. Reasonable proof may be required by the Designer that alternate work could not be obtained and/or performed. The Contractor shall provide reasonable proof that the Work stoppage affected the Contract completion date.
- 7.2.9 The following expenses shall not be included in the Contractor’s or Subcontractors’ Cost of the Work for Change Orders:
 - 7.2.9.1 Salaries or other compensation of the Contractor’s personnel at the Contractor’s principal office and branch offices.
 - 7.2.9.2 Any part of the Contractor’s capital expenses, including interest on the Contractor’s capital employed for the Work.
 - 7.2.9.3 Overhead and general expenses of any kind or the cost of any item not specifically and expressly include above in the Cost of the Work for changes.
 - 7.2.9.4 The cost of supervision not specifically required by the Change Order Work.
- 7.2.10 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 Designer. Unit prices shall include the cost of material, labor, equipment, overhead, and profit.

7.3 CONSTRUCTION CHANGE DIRECTIVES

- 7.3.6 In the first sentence, delete the words “a reasonable allowance for overhead and profit” and substitute “an allowance for the overhead and profit in accordance with Subparagraphs 7.2.3 through 7.2.5.
- 7.3.7 Add the following words at the end of Subparagraph 7.3.7: Any credit to the Owner shall be the sum of the materials and labor costs and subcontract costs. The Owner shall not be due any credit for overhead and profit.
- 7.3.8 *Delete Subparagraph 7.3.8.*

ARTICLE 8 - TIME

8.1 DEFINITIONS

- 8.1.2 *Delete Subparagraph 8.1.2 and substitute the following new paragraph:*
- 8.1.2 A Notice to Proceed shall designate a date for commencement of the Contract Time established in the Contract Documents. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible. A written Notice to Proceed shall be issued by the Designer when directed by the Owner and not more than thirty (30) days after the signing of the Contract by the Owner, Contractor, and the Contractor’s Surety.
- 8.1.4 *Delete Subparagraph 8.1.4 and substitute the following new subparagraph:*
- 8.1.4 Contract Time shall be based on consecutive calendar days, including weekdays, Saturdays, Sundays and Holidays. A “Calendar Day” is one of 24 hours, beginning at 12:00 midnight.

Add the following new Subparagraphs:

- 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.
- 8.1.6 Contractor shall commence Work under this Contract on the date specified in the Notice to Proceed and substantially complete the Work on the Project within the number of consecutive calendar days state in the Contract, including Weekdays, Saturdays, Sundays, and Holidays.

8.2 PROGRESS AND COMPLETION

- 8.2.2 *Delete the last sentence of Subparagraph 8.2.2.*

8.3 DELAYS AND EXTENSION OF TIME

- 8.3.1 *Delete Subparagraph 8.3.1 and substitute the following new subparagraph:*
- 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Designer, or of an employee of either, or a separate contractor employed by

the Owner, or by changes order in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending litigation, or other causes which the Designer determines may justify delay, the Contract Time shall be extended by Change Order for such reasonable time as the Designer may recommend, subject to Owner's approval of the Change Order. The Contract Time shall be extended only to the extent that such delay prevents the Contractor from achieving substantial completion within the Contract Time, as evidenced by the critical path of the schedule, and if performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent that such delay (1) is not caused or could not have been anticipated by the Contractor, (2) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, (3) is of a duration not less than one (1) day, and (4) affects the critical path of the progress of the Work based on the most recently submitted Project Schedule update.

Add the following new Subparagraph 8.3.3.1:

8.3.3.1 An extension of Contract Time, to the extent allowed under Paragraph 8.3, shall be the sole remedy of the Contractor for any (1) delay in the commencement of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, unless a delay is caused by acts of the Owner which interfere with the Contractor's performance of the Work and only to the extent that such acts continue after the Contractor furnishes the Owner and Designer with written notice of such interference. In no event shall the Contractor be entitled to any indirect cost (including but not limited to home office overhead and salaries of officers and/or owners), consequential damages, lost opportunity cost, impact damages or other similar claims. The Owner's exercise of any of its rights or remedies under the Contract Documents, such as ordering changes in the Work, suspension, or correction of the Work, shall not be construed as an act of interference with the Contractor's performance of the Work.

Add the following new Subparagraph 8.3.4 :

8.3.4 If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve completion of the Work prior to the Contract Completion Date, *i.e.*, early, the Owner shall not be liable to the Contractor if the Contractor does not complete the Work early.

Add the following new Paragraph 8.4:

8.4 LIQUIDATED DAMAGES

8.4.1 Time is of the essence in completing the Work, and, in the event of delay on the part of the Contractor in completing the Work as specified beyond the date set forth in the Contract Documents as adjusted by Change Orders, it is distinctly understood and agreed that a deduction shall be made from the Contract Sum at the rate as stated in the Bid Proposal form, plus any compensation for the Designer's services and expenses made necessary for each and every day of delay until the Work is substantially complete. This is not a penalty, but instead is agreed upon "liquidated damages" for delay. The calculations shall be for each and every calendar day exclusive of the day within which substantial completion was required and up to and including the date of substantial completion of the

Work as determined by the Designer and the Owner. The expiration of the time stipulated without the Work having been substantially completed shall in itself constitute a default by the Contractor without the necessity of any notice being given to the Contractor or its Surety. The Contractor and its Surety agree that the above mentioned sum shall be deducted at any time, in the sole discretion of the Owner, from the Contract Sum by means of a written adjustment executed by the Owner with or without the Contractor's signature, it specifically having been agreed upon in advance as a measure of damage to the Owner on account of the Contractor's delay.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

Delete Subparagraphs 9.3.1, 9.3.1.1, and 9.3.1.2, and substitute the following new Subparagraph:

9.3.1 Monthly, the Contractor shall submit to the Designer an Application and Certificate for Payment on AIA Document G702-1992, accompanied by AIA Document G703-1992, and supported by any additional data substantiating the Contractor's right to payment as the Owner or the Designer may require. Application for Payment shall be submitted on or about the first of each month of the value of labor and materials incorporated into the Work and of materials, suitably stored, at the site as of the 25th day of the preceding month, less normal retainage, as follows, per LSA – R.S. 38:2248. For projects with a Contract Sum up to \$500,000, the normal retainage shall be 10% of the Contract Sum. For projects with a Contract Sum of \$500,000 or more, the normal retainage shall be 5% of the Contract Sum. The normal retainage shall not be due to the Contractor until after substantial completion and expiration of the forty-five day lien period, and submission to the Designer of a clear lien certificate and invoice for retainage.

Add the following new Subparagraphs:

9.3.4 Contractor further expressly undertakes to defend the Owner and hold it harmless, at the Contractor's sole expense, including attorney's fees, against any actions, lawsuit, or proceeding brought against the Owner as a result of any claims or lien filed against the Contract funds, the Work, the site of any of the Work, the Project site and any improvements thereon, or payments due the Contractor. The Contractor hereby agrees to indemnify and hold Owner harmless against any claim or lien, and it agrees to pay any judgment or claim or lien resulting from any such actions, lawsuits, arbitrations, or other proceedings, including attorney's fees, costs, and interest.

9.3.5 The Owner shall release any funds withheld due to a lien or affidavit of a claim if the Contractor (1) obtains security acceptable to the Owner or (2) obtains a lien bond which is (a) issued by a surety acceptable to the Owner, (b) in form and substance satisfactory to the Owner and the Clerk of Court, and (c) an amount of not less than 125% of such lien claims or affidavit of claims or as provided by law. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or other obligations under Paragraph 9.3, including without limitation, the duty to defend and indemnify the Owner. The cost of any premiums incurred in connection with any such bonds and securities shall be the responsibility of the Contractor and shall not be a part of, or cause any adjustment to, the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following new Subparagraphs after 9.5.1.7:

9.5.1.8 Completed Work has been damaged which requires correction or replacement.

9.5.1.9 Correction of defective Work by Owner or completion of the Work by the Owner, or

9.5.1.10 Belief or knowledge by the Designer of an occurrence of an event justifying termination for cause.

9.5.1.11 Failure to complete the punch list within the 45 day lien period.

9.6 PROGRESS PAYMENTS

9.6.1 *After the word "Documents," delete the words "and shall so notify the Architect", and add the following at the end of 9.6.1:*

Provided, however, Owner may refuse to make payment of the amount recommended by the Designer and the Owner may withhold from any payment an amount based on:

9.6.1.1 The Owner's estimate of the value of any claims made against the Owner on account of the Contractor's Work;

9.6.1.2 The Owner's estimate of the value of any claims it has asserted against the Contractor;

9.6.1.3 125% of the amount of any lien or affidavit of claim that have been filed in the Mortgage Records for the Parish of St. Tammany in connection with the Work; or

9.6.1.4 Other items, such as liquidated damages, which allow the Owner to withhold or set-off against any amount recommended by the Designer.

9.6.2 *Between the first and second sentences, add the following:*

9.6.2 This provision is not to be construed as a "conditional payment" or "pay when paid" provision. In the event that payment to the Contractor is delayed without fault of the Subcontractor, payment to the Subcontractor shall be made within a reasonable time for work properly performed by the Subcontractor.

9.6.3. *Delete Subparagraphs 9.6.3, 9.6.4, and 9.6.5.*

9.6.7 *Delete Subparagraph 9.6.7.*

9.7 FAILURE OF PAYMENT

9.7.1 *Delete Subparagraph 9.7.1.*

9.8 SUBSTANTIAL COMPLETION

Delete Paragraph 9.8 in its entirety and substitute the following new Paragraph and Subparagraphs:

- 9.8.1 “Substantial Completion” is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contracts Documents so that the Owner can occupy or utilize the Work for its intended use. Upon the recommendation of the Designer to the Owner that the Project is complete or substantially complete, the Owner may approve the Certificate of Substantial Completion and direct its recordation in the mortgage records of the Clerk of Court of St. Tammany Parish. The Contractor shall, at its expense, record the Certificate of Substantial Completion and provide the recordation information to the Designer and Owner. The time for the Correction Period shall begin on the date the acceptance is filed and recorded in the Mortgage Records.
- 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 Designer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. A prerequisite to the Work being accepted as substantially complete is the Owner’s receipt of the executed Roofing Contractor’s and Roofing Manufacturer’s guarantees, where roofing work is part of the Contract. If the Designer’s inspection discloses any item, whether or not included on the Contractor’s list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, the Contractor shall, before acceptance of the Work as substantially complete, complete or correct such item(s) upon notification by the Designer. In such case, the Contractor shall then submit a request for another inspection by the Designer to determine Substantial Completion.
- 9.8.4 The Certificate of Substantial Completion from the Designer shall include as an attachment the list of minor corrective items (punch list) to be completed by the Contractor, together with the estimated cost of completing such minor corrective items. In addition, the Certificate of Substantial Completion shall designate that the Contractor shall complete the list of minor corrective items (punch list) within forty-five (45) days of the date of the Owner’s acceptance of the Certificate. At the end of the forty-five (45) day period, without further notice to Contractor, the Owner shall have the option of either completing the items identified on the punch list and retaining the cost of the work done, including any additional fees due the Designer, from the Contract Sum, or calling on the Surety to complete the punch list items under the performance bond and/or labor and material payment bond.
- 9.8.5 Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work unless otherwise agreed to in writing by the Owner and Contractor. Unless otherwise agreed to in writing by the Owner and Contractor, security, maintenance, heat, utilities, damage to the Work not covered by the punch list, and insurance shall become the Owner’s responsibility on the Date of Substantial Completion.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 *Delete Subparagraph 9.9.1 and substitute the following new subparagraph:*

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 a 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, damaged 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 to be substantially complete, the Contractor shall prepare and submit a list to the Designer as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 *After the first sentence, add the following:*

If the Designer does not find the work acceptable under the Contract Documents, the Designer shall make one additional inspection. If the Work is still not acceptable, the Designer and each of the Designer’s principal consultants, shall be paid \$150.00 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 remaining Contract funds.

9.10.4 *Delete Subparagraph 9.10.4.*

Add the following new Subparagraphs:

9.10.6 The making of final payment shall not constitute a waiver of any claims by the Owner.

9.10.7 In addition to any other damages, failure of the Contractor to achieve final completion within sixty (60) days after the Date of Substantial Completion, subject to authorized extensions, will result in the Contractor being held responsible for “Excess Designer’s fees.” Excess Designer’s fees include the cost of all necessary Designer’s services, as determined by the Owner and Designer, incurred after sixty (60) days beyond the Date of Substantial Completion. Excess Designer’s fees will be deducted by the Owner from the amount due the Contractor (in addition to the retainage amount); the Owner will make payment to the Designer for excess fees.

9.11 *Add new Paragraph 9.11, as follows:*

9.11 LIQUIDATED DAMAGES

9.11.1 The Contractor and the Contractor’s Surety, if any, shall be liable for and shall pay the Owner the sums stipulated in Subparagraph 8.4.1 as liquidated damages for each calendar day of delay until the Work is determined to be complete by the Designer and Owner.

ARTICLE 10 - SAFETY OF PERSONS AND PROPERTY

10.2.2 *Delete Subparagraph 10.2.2 and substitute the following new subparagraph:*

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the health and safety of persons or property and/or their protection from damage, injury or loss. The Contractor shall provide all facilities and shall follow all procedures required by the Occupational Safety and Health Act (“OSHA”), including but not limited to providing and posting all required posters and notices, and shall otherwise be responsible for all other mandatory safety laws.

10.2.5 *Delete Subparagraph 10.2.5 and substitute the following new subparagraph:*

10.2.5 The Contractor shall promptly remedy, at its sole cost and expense, any damage and/or loss (other than damage of loss insured under the Owner’s all-risk builder’s risk insurance, subject to the Contractor’s liability to pay any deductible amount) to property referred to in Subparagraphs 10.2.1.2 and 10.2.1.3, caused in whole or party 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 for which the Contractor is responsible, except damage or loss arising solely from the wanton and willful negligence or the malicious acts or omissions of the Owner. The obligations of the Contractor under this indemnification shall not extend to the liability of the Designer, its agents, or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Designer, its agents or employees, provided such giving or failure to give directions or instructions by the Designer is the primary cause of the injury or damage. This indemnification is in addition to any other indemnity obligations of the Contractor set forth in the Contract Documents.

Add the following new Subparagraphs:

10.2.8 The Contractor shall, at all times, provide and maintain all necessary and proper safeguards in and around the Construction Work, in order to protect all persons working, entering, or visiting in or near the Project and/or its site, and to protect from theft and vandalism all materials, equipment, tools, and personal property of every description located at the Property or stored for use on the Project site.

10.2.9 Any fines levied against the Owner due to the Contractor’s (or its subcontractor’s) failure to comply with OSHA standards or other Federal, State and local regulations shall be paid by the Contractor.

10.3 HAZARDOUS MATERIALS

10.3.1 In the first sentence, after the word “asbestos,” add the word “lead.”

10.3.2 *Delete Subparagraph 10.3.2 and substitute the following new subparagraph:*

10.3.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos, lead, polychlorinated biphenyl (PCB), or mold (collectively “hazardous and/or toxic materials”) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Designer in writing. The Work in the affected areas shall not

thereafter be resumed except by written agreement by the Owner and the Contractor that the suspect material is, in fact, asbestos, lead, PCB, and/or mold, and has not been rendered harmless. In such event, the Work in the affected areas shall be resumed immediately following the occurrence of any one of the following events: (1) the Owner causes remedial Work to be performed which results in the absence of asbestos, lead, PCB's, or mold, or (2) The Owner and the Contractor, by written agreement, decide to resume performance of Work in the affected area, or (3) the Work may safely and lawfully proceed as determined by an appropriate governmental authority or as evidenced by a written report to both the Owner and Contractor which is prepared by an environmental engineer or other appropriate specialist who is duly trained and licensed by the State of Louisiana and thus qualified to render such a written report. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor or any subcontractor, materialmen, or suppliers, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other material to be incorporated into the Work which is hazardous, toxic, or comprised of any items that are hazardous or toxic.

10.3.3 *Delete Subparagraph 10.3.3.*

10.3.4 *Delete from Subparagraph 10.3.4 all words following the word "Contractor."*

10.3.5 *Delete Subparagraph 10.3.5.*

10.6 EMERGENCIES

10.6.1 *Delete Subparagraph 10.6.1 and substitute with the following new subparagraph:*

10.6.1 In an emergency affecting the safety of persons or property, the Contractor shall notify the Owner and Designer immediately of the emergency, simultaneously acting at its discretion to prevent damage, injury, or loss.

ARTICLE 11 - INSURANCE AND BONDS

11.1.4 *Add the following new Subparagraph 11.1.4:*

11.1.4 The following general requirements shall apply to all insurance required under ARTICLE 11:

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

11.1.4.2 Insurance provided by the Contractor shall be with a reliable company with an A.M. Best's rating of no less than A-, Financial Size Category VII, acceptable to and approved by the Owner and authorized to do business in Louisiana. This requirement will be waived for worker's compensation coverage only for those companies who participate in the State of Louisiana Worker's Compensation Assigned Risk Pool.

- 11.1.4.3 The Owner shall be named as an additional insured on each of the Contractor's General Liability, Automobile Liability, Marine/Maritime Liability, Pollution Liability, and Excess Liability insurance policies, and where applicable, on the Contractor's Asbestos Abatement Liability insurance policy. The Contractor shall provide the Owner with original certificates of insurance evidencing each such coverage prior to commencing work on the Project. In the event that the Contractor fails to include the Owner as additional insureds on any of the foregoing named insurance policies, the Contractor shall be liable to the Owner and shall fully indemnify and defend the Owner for any and all losses and damages arising out of said failure(s) by the Contractor.
- 11.1.4.4 All of the contractor's liability and worker's compensation insurance policies must be endorsed with a Waiver of Subrogation in favor of the Owner.
- 11.1.4.5 Each insurance policy shall contain a provision signed by the agent of the company stipulating that the policy will not be cancelled without at least thirty (30) days prior written notice to the Owner.
- 11.1.4.6 Any and all policy deductibles, whether for claims against the Contractor or against the Owner, shall be paid by the Contractor and/or its Surety in the event of the Contractor's default.
- 11.1.4.7 All certificates of insurance shall be delivered to the Owner within ten (10) days of the award of the Contract by the Owner, but in no case not later than the date that the Contract is executed by the Contractor. Bidders, in submitting a proposal, agree to submit certified copies of their insurance policies to the Owner for review, prior to the bid date, if requested by the Owner in writing.
- 11.1.5. *Add the following new Subparagraph 11.1.5:*
- 11.1.5 All policies and certificates of insurance of the Contractor and all Subcontractors shall contain the following clauses:
 - 11.1.5.1 The insurer(s) of the Contractor and Subcontractors shall have no right of recovery or subrogation against the Owner, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the below described insurance.
 - 11.1.5.2 The Owner shall be named as an additional insured on each of the Contractor's General Liability, Automobile Liability, Marine/Maritime Liability, Pollution Liability, and Excess Liability insurance policies, and where applicable, on the Contractor's Asbestos Abatement Liability insurance policy. The Contractor shall provide the Owner with original certificates of insurance evidencing each such coverage prior to commencing work on the Project. In the event that the Contractor fails to include the Owner as additional insureds on any of the foregoing named insurance policies, the Contractor and/or its Surety shall be liable to the Owner and shall fully indemnify and defend the Owner for any and all losses and damages arising out of said failure(s) by the Contractor.

- 11.1.5.3 The insurance companies issuing the policy or policies shall have no recourse against the Owner for payment of any premiums or for assessments under any form of policy.
- 11.1.5.4 Any and all deductibles in the below described insurances shall be assumed by and be at the sole risk of the Contractor or Subcontractor.
- 11.1.5.5 Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11.1.6 *Add the following new Subparagraph 11.1.6:*

11.1.6 INSURANCE

The Contractor shall provide the insurance coverage(s) specified in the General Conditions of the Contract for Construction, (AIA Document A201, 1997 Edition), and any other insurance described below, shall be furnished with the following minimum limits:

- 11.1.6.1 Worker's Compensation Insurance: The Contractor shall provide and maintain during the life of this Contract, worker's compensation insurance at statutory limits for all its employees, including Proprietors/Partners/Executive Officers, who are in any way engaged in the Project. The policy shall provide statutory coverage at least equal to the requirements of laws and regulations of the State of Louisiana. If any Subcontractor does not carry Worker's Compensation Insurance, such coverage must be included under the Contractor's policy. The policy shall include Employer's Liability Coverage - Section B, coverage in an amount of not less than \$500,000.00 each accident, \$500,000 disease aggregate, \$500,000 disease each employee, to cover all employees not covered under the State Worker's Compensation Act. When the Work involves exposures under the U.S. Longshoremen and Harbor Workers Act, or other exposures that are maritime or marine in scope and/or nature, the Worker's Compensation Coverage shall be at least \$1,000,000 for each exposure, \$2,000,000 aggregate, and the policy must be endorsed to include coverage for such exposure(s).
- 11.1.6.2 Comprehensive General Liability Insurance: The Contractor shall provide and maintain for the period of this Contract insurance to protect the Owner, including all of its officers, officials, Council, Council members, departments, boards, commissions, agencies, insurers, reinsurers, and volunteers, as well as the Contractor and all Subcontractors performing Work in connection with this Contract from claims arising from any operation or Work relating to or being a part of this Contract. At a minimum, the Contractor's general liability insurance will provide coverage for (1) Bodily Injury, (2) Property Damage, (3) Premises/Operations, (4) Products and Completed Operations, (5) Broad Form Contractual Liability, (6) Broad Form Property Damage, (7) Personal and Advertising Injury, and (8) Explosion, Collapse, and Underground (XCU) Coverage, and shall include all damage for the limits indicated. The Bodily Injury portion will include coverage for injury, sickness, disease and death arising directly or indirectly out of, or in connection with, the performance of the Work under this Contract. The minimum policy

limits for each of the coverages listed above in this subparagraph shall be \$1,000,000 per occurrence for all damages arising directly or indirectly out of or in connection with the performance of Work under this contract, and a per job general aggregate of \$2,000,000, with at least \$1,000,000 Products aggregate per project.

- 11.1.6.3 **Builder's Risk Insurance:** The Contractor shall provide Builder's Risk Insurance, Special Form (All Risks), on structures, including without limitation, buildings, sewage treatment plants, and drainage pumping stations. The insurance shall be carried on a complete value of reporting form for not less than 100% of the value of the Work, including foundations. All policy deductibles are to be paid by the Contractor and shall not exceed \$1,000 per occurrence for all covered causes of loss, except flood, unless otherwise agreed to by the Owner in writing. Where flooding is the cause of loss, the deductible shall not exceed \$5,000 per occurrence. In addition, installation floater insurance on an "All Risk" form will be carried on all pumps, motor, machinery and equipment on the site or installed and shall terminate only when the Project has been substantially completed and accepted by the Owner. The Builder's Risk and installation floater insurance shall include the name of the Owner. Said policy shall be addressed and mailed to St. Tammany Parish Government, P. O. Box 628, Covington, Louisiana 70434, in sufficient time for the policy to be received by the Owner prior to commencement of the Work.
- 11.1.6.4 **Business Automobile Liability Insurance:** The Contractor shall take out and maintain during the life of the Contract automobile liability insurance to protect the Owner, including all of its officers, officials, Council, Council members, departments, boards, commissions, agencies, insurers, reinsurers, and volunteers, as well as the Contractor and all Subcontractors performing Work under this Contract from claims arising from any operations or Work in connection with this Contract. The Comprehensive Automobile Liability coverage is to be on an occurrence basis, and is to include coverage for owned, hired, leased and non-owned vehicles. The combined single limits shall be a minimum of \$1,000,000 each occurrence.
- 11.1.6.5 **Owner's Protective Liability Insurance:** The Contractor shall furnish and pay for this insurance which shall name the Parish of St. Tammany as the Insured, including all of its officers, officials, Council, Council members, departments, boards, commissions, agencies, insurers, reinsurers, and volunteers. For projects where the Contract Sum is less than \$100,000, the coverage shall be a minimum of \$500,000 per occurrence. For projects where the Contract Sum is between \$100,001 and \$1,000,000, the coverage shall be a minimum of \$1,000,000 per occurrence. For projects where the Contract Sum is over \$1,000,000, the coverage shall be a minimum of \$3,000,000 per occurrence. Said policy shall be addressed and mailed to St. Tammany Parish Government, P. O. Box 628, Covington, Louisiana 70434, in sufficient time for the policy to be received by the Owner prior to commencement of the Work.
- 11.1.6.6 **Asbestos Abatement Liability Insurance** (required when asbestos abatement is included in the Work): The Contractor or Subcontractor who will be doing the asbestos abatement as outlined in the Contract shall obtain and maintain such liability coverage of the asbestos abatement hazard and exposure with minimum limits of \$1,000,000 per occurrence for the duration of the Project. The policy shall name the Parish of St. Tammany, including all of its officers, officials, Council, Council members, departments, boards, commissions,

agencies, insurers, reinsurers, and volunteers as additional insureds under the Policy for the Project. The insurance shall be written on an "occurrence" form without a sunset clause. Claims made coverage is not acceptable.

- 11.1.6.7 Contractor's Pollution and Environmental Liability: The Contractor shall provide and maintain during the period of this Contract insurance to protect the Owner, Contractor and Subcontractors performing Work in connection with this Contract from claims arising from any operation or Work relating to or arising out of pollution and/or environmental claims with minimum limits of \$1,000,000 per occurrence. The policy shall name the Parish of St. Tammany, including all of its officers, officials, employees, Council, Council members, departments, boards, commissions, agencies, insurers, reinsurers, and volunteers as additional insureds under the Policy for the Project. The insurance shall be written on an "occurrence" form without a sunset clause. Claims made coverage is not acceptable
- 11.1.6.8 Marine/Maritime Insurance: In the event that the Contract Work involves exposures under the U.S. Longshoremen and Harbor Workers Act, then insurance coverage for this Work shall be included in the insurance required to be furnished by the Contractor. The minimum limits for said insurance shall be \$1,000,000 per employee/\$2,000,000 aggregate.
- 11.1.6.9 If, at any time, any of the said policies shall be or become unsatisfactory to the Owner, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Owner, the Contractor/Subcontractor shall promptly obtain a new policy, submit the same to the Owner for approval, and submit a certificate thereof as provided above.

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

- 11.1.6.10 Risks and Indemnification Assumed by the Contractor: Neither the acceptance of the completed Work nor payment therefore shall release the Contractor/Subcontractor from his obligations arising from the insurance requirements or indemnification provisions herein.
- 11.1.6.11 Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific project or contract, that requirement will be described in the "Special Conditions" of the Project Manual and/or Specifications.
- 11.1.6.12 If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, the Owner may withhold payments to the Contractor/Subcontractor until those requirements have been met, or at the option of the Owner, the Owner may pay the

renewal premium and withhold such payment from any monies due the Contractor/Subcontractor.

- 11.1.6.13 An Umbrella Policy may be allowed to meet minimum requirements, as applicable.
- 11.1.6.14 All property losses shall be made payable to and adjusted with the Owner.
- 11.1.6.15 All policies of insurance shall meet the requirements of the Parish of St. Tammany prior to the commencement of any Work. The Owner has the right, but not the duty, to approve all insurance policies prior to commencement of any Work. If at that time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the Owner as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the Owner, the Contractor shall promptly obtain a new policy, timely submit same to the Owner for approval and submit a new certificate thereof as provided above. The Owner agrees not to unreasonably withhold approval of any insurance carrier selected by the Contractor. In the event that the Owner cannot agree or otherwise authorize said carrier, Contractor shall have the option of selecting and submitting a new insurance carrier within thirty (30) days of said notice by the Owner. In the event that the second submission is insufficient or is not approved, then the Owner shall have the unilateral right to thereafter select a responsive and responsible insurance carrier at the Contractor's expense and thereafter deduct from the Contract sum the cost of such insurance.
- 11.1.6.17 Upon failure of Contractor to furnish, deliver and/or maintain such insurance as required hereinabove, the Contract, at the election of the Owner, may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligation of the Contractor with respect to the indemnification(s) required under this Agreement.
- 11.1.6.18 Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates from each subcontractor who is insured under its own policy. All coverages for subcontractors shall be subject to all the requirement stated herein.

Add the following Subparagraph 11.1.7:

11.1.7 OTHER INSURANCE PROVISIONS

- 11.1.7.1 As to general liability and automobile liability coverages, the Owner, its officers, officials, employees, Boards, Council, Commissions, agencies, insurers, reinsurers, and volunteers are to be added as "additional insureds" as respect to liability arising out of activities performed by or on behalf of the Contractor, products and completions of the Contractor, and premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, Boards, Council, Commissions, agencies, insurers, reinsurers or volunteers.

It is understood that the business automobile policy under "Who is an Insured" automatically provides liability coverage in favor of the Owner. The insurer shall agree

to hold harmless and indemnify the Owner under the CGL policy and this wording shall be in the certificate.

- 11.1.7.2 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, officials, employees, Boards, Council, Commissions, agencies, insurers, reinsurers, or volunteers.
- 11.1.7.3 The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 11.1.7.4 For worker's compensation and employer's liability coverage, the insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the Owner.
- 11.1.7.5 Each insurance policy required by Paragraph 11.1.6, Insurance, shall be endorsed to state the coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.
- 11.1.7.6 Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's Responsibility for payment of damages resulting from its operations under this Contract.
- 11.1.7.7 Each insurer providing coverage to the Contractor/Subcontractors under Article 11 shall acknowledge in writing the obligations of the Contractor/Subcontractors under this Contract to fully indemnify and defend the Owner, including without limitation, its officers, officials, employees, Boards, Council, Commissions, agencies, insurer, reinsurers, and volunteers against all claims, demands, suits, and judgments resulting from or arising out of any contract or contractual relationship between the Contractor and anyone else with respect to the Work required under this Contract. See Paragraph 3.18 herein, as well as all other indemnity provisions set forth in the General Conditions and these Supplementary Conditions with respect to this Contract. Said written acknowledgment shall be provided to the Owner either in the respective policy forms or Certificates of Insurance, or by other written means acceptable to the Owner, prior to commencement of the Work.
- 11.1.7.8 In the event it becomes necessary for the Owner or any of its officers or employees to employ an attorney to enforce any provision of Article 11 - Insurance, or to protect themselves against suit, or to force defense against any suit brought against them under which defense is due them by the insurer of these policies or by the Contractor, then the Contractor agrees to repay the Owner, and/or any of its officers, officials, employees, Boards, Council, Commissions, agencies, insurers, reinsurers, or volunteers reasonable attorney's fees and related expenses and costs incurred. Attorney fees shall be at the prevailing hourly rate of the private sector, but not less than \$175.00 per hour. All attorney's fees, expenses and costs collected shall be paid to the operating budget of the Office of the Parish President.

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

11.3 *Delete this Paragraph in its entirety, including Subparagraphs 11.3.1, 11.3.2, and 11.3.3.*

11.5 PERFORMANCE BOND AND PAYMENT BOND

11.5.3 *Add the following new Subparagraph:*

11.5.3 Pursuant to LSA – R.S. 38:2241A(2), the Owner shall record within thirty (30) days the Contract between Owner and Contractor, including the Performance Bond and the Payment Bond, with the Clerk of Court for the Parish of St. Tammany.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

12.2.1 *Add the following at the end of Subparagraph 12.2.1:*

If, prior to the date of Substantial Completion, the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including without limitation, mechanical, electrical, plumbing and/or other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to “like new” condition at no expense to the Owner.

12.2.2 *Delete Subparagraph 12.2.2 and substitute the following new subparagraph:*

12.2.2 If, within one year after the date of the recordation of the Certificate of Substantial Completion or Acceptance in the mortgage records for the Parish of St. Tammany, the Work or any portion thereof is found by the Designer or Owner not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct such Work, or if it is rejected by the Owner or Designer, remove such Work from the site and replace it with Work in accordance with the Contract Documents. If circumstances exist, including but not limited to an emergency, the Owner may have any such Work corrected or removed and replaced. In such event, the Contractor shall reimburse the Owner for all costs and damages, including compensation for the Designer’s services and expenses made necessary thereby. This period of correction of one year shall be extended as to respective portions of the Work performed after the date of the filing of the Certificate of Substantial Completion. This obligation under subparagraph 12.2.2 shall survive acceptance of the Work under the Contract Documents and termination of the Agreement. The Owner or Designer shall give written notice promptly after discovery of any condition of nonconforming work. Further, this obligation is in addition to and does not limit any general warranty provided by law or specified in the Contract Documents, nor does this obligation modify the length of any statute of limitations period (prescriptive and/or peremptive) set forth in Louisiana law..

12.2.5 *Add the following at the end of Subparagraph 12.2.5:*

Further, nothing contained in this Paragraph 12.2 shall limit in any manner the provision of law such as, but not limited to, LSA – R.S. 38:2189.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

- 13.1.1 Delete the words “place where the Project is located” and insert the words “ State of Louisiana.”
- 13.1.2 *Add the following new Subparagraph 13.1.2:*
- 13.1.2 By entering into this Contract, the Contractor, its Surety, its insurers, and all Subcontractors yield to the jurisdiction of and consent to the venue in the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana for any and all disputes or other matters arising out of this Contract.

13.2 SUCCESSORS AND ASSIGNS

- 13.2.1 In the second sentence, delete the words, “Except as provided in Section 13.2.2,” and the words, “as a whole.”
- 13.2.2 *Delete Subparagraph 13.2.2.*

13.3 WRITTEN NOTICE

- 13.3.1 In the first sentence, delete the words, “if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or”.

13.4 RIGHTS AND REMEDIES

- 13.4.3 *Add the following new Subparagraph 13.4.2:*
- 13.4.3 Nothing contained in the Contract Documents shall create a contractual relationship or any cause of action in favor of a third party against either the Owner, the Designer, the Contractor, or the Surety.

13.6 INTEREST

- 13.6 *Delete Paragraph 13.6 in its entirety.* No interest is due by the Owner for any late payment.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

- 13.7 *Delete Paragraph 13.7 in its entirety, including all subparagraphs, and substitute the following new Paragraph 13.7.*

13.7 PRESCRIPTION/PEREMPTION

- 13.7.1 The Contractor and its Surety specifically agree that any and all claims, demands, and/or causes of action against the Contractor on the Contract or on any Bond, or against the

Contractor or Surety, or both, on any Bond furnished by the Contractor in connection with this Contract and/or this Project, shall prescribe/perempt only as provided by Louisiana law. Any provision to the contrary contained in any Bond or other document shall be null and void and without effect.

13.8 WORK CONTINUATION AND PAYMENT

13.8.1 Unless otherwise agreed to in writing, the Contractor shall carry on the Work and maintain the Schedule of the Work pending any claim(s) or lawsuit, in which event, the Owner shall continue to make payments in accordance with the provisions of the Contract Documents, except as to any item of Work in dispute.

13.9 ARBITRATION

13.9.1 All references within the Contract Documents referring to or including provision for arbitration are stricken, deleted, and deemed void. No provision shall be construed as authorizing or including provision for arbitration. However, the parties may, subsequent to any dispute, agree in writing to arbitration to resolve a dispute.

13.10 ATTORNEY'S FEES

13.10.1 If, as a result of any action or lawsuit filed by the Contractor under this Agreement, and/or by anyone else whosoever with respect to or in any way related to this Project, it becomes necessary for the Owner to retain an attorney, the Contractor shall pay all legal fees, expenses, and costs incurred by the Owner, regardless of fault and regardless of the outcome of the lawsuit.

13.10.2 In the event it is necessary for the Owner to retain an attorney and/or to file suit as a result of a breach by the Contractor of any of the Contractor's obligations in the Contract Documents, including but not limited to, failing to comply with the plans, specifications, or other Contract Documents, failing to comply with the *General Conditions* and/or these *Supplementary General Conditions*, or failing to perform the Work in a good and workmanlike manner, or failing to timely perform the Work, or any other breach(es) of the Contractor's obligations, however minor, or for any type of fault or breach of duty whatsoever by the Contractor, its Subcontractors, sub-subcontractors, and/or the material suppliers of any of them,, the Contractor and/or its Surety will be deemed liable for any and all attorney's fees, court costs, and related expenses incurred by the Owner. These obligations to pay the Owner's attorney's fees, court costs, and related expense also extend to the Contractor's Surety with respect to the Contractor's obligations enumerated above and/or to the Surety's obligations under any Bond issued by the Surety to the Contractor.

13.11 PRECONSTRUCTION CONFERENCE

13.11.1 No later than fifteen (15) days after the date of the Notice to Proceed, a conference will be held to review the Contractor's progress schedule and Schedule of Values submitted to the Designer, together with a review of the Contractor's plans for proceeding with the Work and such other items as may be designated by the Designer. The meeting will be convened by the Designer with a representative of the Owner and the Project

Representatives of the Contractor. The Contractor shall request all of his major subcontractors and suppliers to also attend the Preconstruction Conference.

13.12 PROJECT MEETINGS

- 13.12.1 Monthly Project Meetings will be held at which the Designer, Owner's representative(s), and Project Representative(s), if any, shall be present. The Contractor and the primary Subcontractors shall also attend and be represented. The Contractor is responsible for keeping and preparing the minutes of the Monthly Project Meetings and for distributing a copy to all attending parties within five (5) days of the date of each Monthly Project Meeting.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

- 14.1.1.4 *Delete Clause 13.1.1.4.*

14.2 TERMINATION BY THE OWNER FOR CAUSE

- 14.2.1 *Add the following Subparagraphs to 14.2.1:*

- 14.2.1.5 becomes insolvent, seeking relief in bankruptcy, is placed in bankruptcy involuntarily, or makes a general assignment for the benefit of the creditors and fails to provide adequate assurance, the adequacy of which the Owner will be the sole judge, of the Contractor's future performance in accordance with the requirements of the Contract Documents;
- 14.2.1.6 disregards the authority of the Designer;
- 14.2.1.7 loses charge of the property of the Contractor resulting in a trustee, receiver, custodian or agent appointed under applicable law or under contract;
- 14.2.1.8 fails after commencement of the Work to proceed continuously and completion of the Work for more than ten (10) working days, except as permitted under the Contract Documents; and
- 14.2.1.9 fails to complete the punch list within the lien period as provided in Subparagraphs 9.8.2. and 9.8.4.
- 14.2.2 Delete from Subparagraph 14.2.2 the words, "upon certification by the Architect that sufficient cause exists to justify such action."
- 14.2.3 *Add the following sentence to Subparagraph 14.2.3:*

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

14.2.5 *Add the following new Subparagraph 14.2.5:*

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

14.2.6 *Add the following new Subparagraph 13.2.6:*

In the event that the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1 and it is later determined that said termination for cause was improper, unwarranted, or otherwise invalid, then the provisions of Subparagraph 14.4., TERMINATION BY THE OWNER FOR CONVENIENCE, shall apply. The Contract shall be deemed terminated by the Owner for convenience from the day of the original Notice of Termination by the Owner for Cause.

14.3.2 *Delete Subparagraph 14.3.2.*

14.4.3 *Delete from Subparagraph 14.4.3 the words, "and costs incurred by reason of such termination along with reasonable overhead and profit on the Work not executed."*

ARTICLE 15 - EQUAL OPPORTUNITY EMPLOYMENT

Add Article 15 - Equal Opportunity Employment, as follows:

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

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

END OF SUPPLEMENTARY CONDITIONS

Last Revision Date: June 20, 2007.