

SUPPLEMENTARY CONDITIONS
to
AIA Document B101-2007

These Conditions modify, change, revise, amend, or supplement, the *Standard Form of Agreement Between Owner and Architect, AIA Document B101-2007*.

Where any Article of the Agreement is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, paragraph, Subparagraph or clause shall remain in effect. Articles, Paragraphs, Subparagraphs or Clauses modified or deleted have the same numerical designation as those occurring in the Agreement.

ARTICLE 1 INITIAL INFORMATION

- 1.2 Delete “below:” and substitute with “in Exhibit D” and delete .1 and .2.
- 1.3 After “schedule” insert a period [.] and delete the remainder of the sentence.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

- 2.1 Add after the word “Agreement.” the phrase “and in accordance with the Owner’s Procedure Manual for Design and Construction.”
- 2.2 After the last sentence ending in the word “Project.”, add the following:

“The Program or Project Manager shall submit to the Architect a schedule for the performance of the Architect’s services which may be adjusted by mutual agreement of the parties. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the Architect.”

- 2.5 Delete the entire sentence beginning with the word “If” and continuing through “to the Agreement, if any.)”. Add: The insurance requirements of the APSB are contained in Article 12.

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES

- 3.1.2 After the word “consultants” in the second sentence, delete the period and add the following:

“provided that any inaccuracy or lack of completion is not the result of any negligent acts, errors, or omissions on the part of the Architect. Nothing in this Article shall be construed to require the Architect to affirmatively determine the accuracy of the information that is prepared for the Owner by other licensed professional (e.g. land surveyors, accountants, insurance professionals, attorneys, etc.) who are not engaged directly or whose performance has not been controlled by the Architect. While the Architect has no affirmative duty to become aware of same, the Architect shall provide prompt notice to the Program or Project Manager if the Architect becomes aware of any errors, omissions or inconsistencies in such services, information, surveys and reports”.

- 3.1.3. Delete the first, second, and third sentences in their entirety. Replace with the following sentence:

“The Architect’s Schedule and Project Schedule is attached in Exhibit D.”

- 3.1.6. Delete “assist ... for filing” and substitute with the word “file”. Add the following at the end of the paragraph:

The Architect shall be responsible for obtaining any and all approvals, acceptances, permits, and certificates required for Occupancy and use of the project , including but not limited to, those required by and from 1) the State of Louisiana – DHH, Fire Marshal, and the DOTD and from the Parish and local governmental authorities and agencies.

Add the following paragraph 3.1.7 prior to 3.2:

3.1.7 SCOPE CONFIRMATION PHASE

The Architect shall review and analyze the Owner’s needs and scope requirements for the Project, including but not limited to design objectives, limitations and criteria; space requirements; space relations; number and functional responsibilities of personnel; flexibility and expansibility; special equipment and systems; the limitation of available funds; and site requirements of the Owner in order for the Architect to prepare a complete scope document in accordance with the Owner’s Procedure Manual for Design and Construction.

3.2 SCHEMATIC DESIGN PHASE SERVICES

- 3.2.5 In the first sentence, add “as outlined in the Owner’s Procedure Manual for Design and Construction” after “Schematic Design Documents”.

3.3 DESIGN DEVELOPMENT PHASE SERVICES

- 3.3.1 At the beginning of the sentence, add “If this Phase is requested to be performed by the Owner, then...”

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

- 3.4.1 At the end of the first sentence, add the following:

The Construction Documents shall be in conformance with the Owner’s Procedure Manual for Design & Construction. Review or approval by the Owner or the Program or Project Manager or shall not constitute approval of the means, techniques or particular materials recommended by the Architect.”

- 3.4.3 Add the following sentence at the end of the paragraph:

The Architect shall include in the Contract Documents requirements for the Contractor to provide operations manuals and training for the Owner’s staff in the operation of the mechanical, electrical, heating and air conditioning systems installed by the Contractor.

3.5 BIDDING OR NEGOTIATION PHASE SERVICES

- 3.5.3 Delete 3.5.3 and its sub-paragraphs and substitute with the following new paragraphs:

3.5.3 In the event the lowest responsible bid exceeds either the funds allocated for the Project as reflected in the Owner’s Budget OR the final estimate of Construction Cost provided by the Architect and accepted by the Owner, the Architect, at the Architect’s costs and expense, and in consultation with and at the direction of the Owner, shall provide such modifications in the Contract Documents as necessary to bring the cost of the Project within the Project’s budget as established by the Owner or the Architect’s final estimates.

3.5.3.1 The Architect shall, when the estimate of Construction Costs exceeds \$100,000, distribute copies of the Construction Documents as specified in the Owner’s Procedure Manual for Design & Construction. For a Project when the estimate of Construction Cost does not exceed \$100,000, the Architect will follow the Owner’s small project procedures to solicit quotations.

3.5.3.2 The Architect shall prepare and issue all addenda in compliance with Louisiana law as required to modify or clarify the Construction Documents. Items not included in the approved scope document and/or items previously rejected or not approved shall not be included in any addendum without the Owner’s written approval.

3.6 CONSTRUCTION PHASE SERVICES

3.6.1.1 Delete the second sentence.

3.6.1.2 Add at the end of the paragraph:

However, to the degree that the Architect's negligent conduct, fault, failure to perform, or omissions cause damages to the Owner, the Architect shall be liable for those damages.

3.6.1.3 In the first sentence, after the word "terminates" delete the remainder of the sentence and replace with : "in accordance with this paragraph". Add the following sentence:

The Architect shall notify the Owner/APSB and the Contractor of any work found not to be in accordance with the Contract Documents **for a period of one (1) year from the date of the recording of the Substantial Completion of each assigned Project**. The one-year period shall be extended for any portions of the Work completed after the date of recording the Substantial Completion. This obligation shall survive acceptance of the Project as provided in the Contract Documents."

3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

3.6.3.1 Add the following sentence to the end of the paragraph:

The issuance of a Certificate for Payment shall further constitute a representation that the Work has been satisfactorily completed and the Contractor is entitled to payment in the amount certified.

3.6.6.1 Add at the end of the paragraph:

Upon substantial completion or for beneficial occupancy, if requested by the Owner, the Architect as part of the inspection shall provide a list of items for correction or completion (punch-list) together with an assigned dollar value for each item. The Architect shall recommend such acceptance in writing and shall issue a certificate for payment of funds due the contractor, minus the applicable retainage, the amount of liquidated damages, if any, and the value of the punch-list.

The Architect shall inspect and confirm the completion of the punch-list items remaining after the Owner's acceptance and shall issue a final certificate of payment to the Contractor".

3.6.6.5 Add the following sentence at the end of the paragraph:

Compliance with the foregoing will constitute completion of the Architect's basic services for compensation purposes for each assigned

Project, however the Architect shall be required to follow up on items to be corrected during the one-year correction period for the Project. The Architect shall arrange and conduct an inspection of the Project prior to expiration of the one-year correction period. The Architect shall inform the Owner and the Contractor of any items to be corrected and shall inspect the Project until the correction work is completed.

ONE –YEAR CORRECTION/WARRANTY PERIOD PHASE

The Architect shall be responsible for reporting any work found not to be in accordance with the Contract Documents for a period of one (1) year from the date of the recording of the Substantial Completion of each assigned Project. The one-year period shall be extended for any portions of the Work completed after the date of recording the Substantial Completion. This obligation shall survive acceptance of the Project as provided in the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

4.1 GENERAL

4.1 At the end of the sentence ending in “Section 11.2.”, add the following:

However, if any of the services described in Article 4 are needed or required as a result of the fault, neglect, or omission of the Architect, then such services shall be performed at the sole costs and expense of the Architect. In such circumstance or event, the Owner shall not be liable to the Architect for any fees or expenses.

Delete from the 4.1 Table of Additional Services:

4.1.1, 4.1.3, 4.1.4, 4.1.7, 4.1.11, 4.1.12, 4.1.15, and 4.1.27.

Note: The services in these deleted paragraphs are Basic Services and shall be compensated accordingly.

Delete 4.3.1.5, 4.3.1.6, 4.1.3.7, 4.3.1.9, and 4.3.1.11.

Delete 4.3.2.2, 4.3.2.3, 4.3.2.4, 4.3.2.5, and 4.3.2.6.

Delete 4.3.3.

ARTICLE 5 OWNER’S RESPONSIBILITIES

5.3 Delete 5.3 and replace with the following:

The Owner may designate a Program or Project Manager from time to time who may also be designated as the Owner's representative. No responsibilities for services contracted to the Architect in this Agreement shall be shared by the Owner's Project or Program Manager or representative. Any review and or approval by the Owner or its representative shall not relieve the Architect of responsibility for the accuracy of the Architect's services, drawings, and documents furnished pursuant to this Agreement. The Architect has an affirmative duty and obligation to communicate with the Owner, through its Project or Program Manager/representative, whichever is designated.

5.4 Delete 5.4 and replace with the following:

Survey data shall be provided by Owner if and when both parties agree that survey data is required to complete the design contract. When required, the Architect will inform the Owner as to what data is needed. The Owner will provide a professional land survey, based on the Architect's recommendations, where such can be obtained through non-destructive processes.

5.11 After the word Owner in the first sentence, add “, with the assistance and based on written recommendations promptly provided by the Architect,...”.

ARTICLE 6 - COST OF THE WORK

6.6.1 Add the following at the end of the existing 6.6.1.:

The architect's fee however shall be based on the Owner's Budget for the Costs of the Work and it shall not be based on the increased budget amount.

ARTICLE 7 – COPYRIGHTS AND LICENSES

7.1 and 7.2 Delete and replace with:

Any and all plans, designs, specifications, or other construction documents resulting from professional services paid for by the Owner shall remain the property of the Owner whether the Project for which they are prepared is constructed or not, together with use thereof, all as provided in accordance with and by the limitations stated in La. R.S. 38:2317.

The Architect is granted a license to use same provided that the Architect provides written notice to the Owner of the subsequent use at least 30 days prior.

- 7.3 Add at the beginning of the first sentence, “Notwithstanding that the Owner owns the plans and documents and has full authority, control, and use thereof,...”. Delete the 3rd and 4th sentences.

ARTICLE 8 CLAIMS AND DISPUTES

- 8.1.1 In this paragraph and wherever else the clause may appear, the clause “*binding dispute resolution*” shall be defined as “litigation in the state district court of the 23rd Judicial District – Parish of Ascension.

Add after the last sentence:

Note: Delete all references to “arbitration” in the Agreement and replace with “litigation”. Further, the Architect shall delete all references to Arbitration in any and all contract documents related to the Project.

This Agreement and any claim, dispute, or other matter arising out of or related to this Agreement or the project shall not be subject to arbitration, unless otherwise separately agreed in writing by the parties.

- 8.1.3 Delete the existing paragraphs and substitute the following.

ARCHITECT and APSB waive all claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver of consequential damages only includes: (1) damages incurred by APSB for rental expenses (except and not to include rent of temporary classrooms), for losses of use, revenue, funding, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by ARCHITECT for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, revenue, or funding, except anticipated profit arising directly from the work.

This mutual waiver does **NOT** include and does **NOT** apply to any foreseeable damages/losses, direct damages/costs, damages/costs for repair or replacement, special damages, liquidated/stipulated damages, or damages/costs/expenses for or related to any indemnification claims (including claims for reimbursement). Particularly, this Section/Paragraph, and the waiver herein, shall **not** apply to any actions or claims brought by any third party or by the APSB for indemnification of such claims or pursuant to or arising under Article 12.6 or for which Section 12.6 applies. Nothing contained in this Section shall be deemed to preclude an award of liquidated or direct damages, when applicable, in accordance with the requirements of this Agreement.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

8.2.2 Delete the last sentence.

8.2.4 Delete 8.2.4 in its entirety.

8.2.5 Add:

If the parties agree to mediation, this agreement to mediate shall include the obligation to include as part of any mediation, by joinder or consolidation, all persons or entities not a party to this Agreement to the extent necessary for the resolution of the matter in dispute involving the Project. The Architect shall include a similar mediation provision in all agreements with the Architect's independent consultants retained for the Project. Should any party required to mediate by this agreement refuse to mediate [and not be ordered to mediate by a court of competent jurisdiction], then the agreement to mediate between the Architect and the APSB shall be terminated.

8.3 Delete 8.3 and all of its sub-paragraphs in their entirety and substitute with:

Note: Delete all references to arbitration in the Agreement and replace with "litigation". Further, the Architect shall delete all references to Arbitration in any and all contract documents related to the Project.

This Agreement and any claim, dispute, or other matter arising out of or related to this Agreement or the project shall not be subject to arbitration, unless otherwise separately agreed in writing by the parties.

ARTICLE 9 TERMINATION OR SUSPENSION

9.1 At the beginning of the first sentence add: "Unless said non-payment is for cause attributable to the Architect,". In the second sentence, delete "seven days written notice" and substitute with "fifteen days prior written notice".

9.6 Delete "and all Termination Expenses as defined in Paragraph 9.7."

9.7 Delete 9.7 in its entirety.

9.8 Delete 9.8 in its entirety.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Delete the words beginning with "except" through the end of the sentence. Then, after the word "located", add a new sentence:

The Owner and the Architect expressly and exclusively consent to the venue and jurisdiction of the 23rd Judicial District Court - Parish of Ascension, Louisiana.”

10.6 Delete in its entirety. Substitute the following:

Should the Architect suspect the presence of hazardous material or toxic substances on any Project site, he shall immediately report the suspected presence to the Owner in writing. The Architect shall cooperate with and assist the Owner in resolution of problems related to hazardous or toxic materials.

Further, the Architect shall not knowingly specify or approve for use in the Project any materials containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances, as defined under the Federal Toxic Substances Control Act, 15 U.S.C. 2601 et seq. and the rules and regulations promulgated pursuant thereto, including, specifically, 40 C.F.R. Section 763.103 (c) (1988). The Architect shall hold the Owner harmless and indemnify the Owner to the full extent of the law with respect to claims arising out of the Architect’s non-compliance with this requirement or with his failure to promptly report the presence of any suspected asbestos or hazardous material.

On renovation projects, the Architect shall visit the site and review the AHERA inventory or manual prior to the preparation of the Construction Documents, and shall have an affirmative duty to promptly advise the Owner of suspected presence and locations of asbestos, asbestos containing materials, hazardous material, or other toxic substances which exist at the site. Furthermore, at any time during the project upon suspected discovery thereof, the Architect shall promptly notify the Owner in writing.

10.8 Add to the beginning of the sentence: “Except for documents identified in Article 7 herein...”.

10.9 Add a new paragraph which states:

At the time of signing this Agreement, if requested by the Owner, the Architect shall submit to the Owner on such forms as the Owner shall designate a non-collusion affidavit similar to that required by La. R.S. 38:2224.

ARTICLE 11 COMPENSATION

11.1 Delete the existing paragraph and substitute the following:

a. Unless otherwise agreed in Article 12 or a separate Exhibit/Agreement, the fees for Basic Services for the Project shall be calculated as the product of the fee percentage and the amount of the

contract award, including any awarded alternates. The fee percentage shall be in accordance with the owner approved fee schedule as follows:

Construction Cost	Fee Percentage
\$0.00-\$500,000.00	7.5%
\$500,001.00 - \$1,000,000.00	7.0%
\$1,000,000.00-\$5,000,000.00	6.5%
Over \$5,000,000.00	6.0%

b. Until a contract award is made, an interim fee will be used to make progress payments to the Architect to be calculated using the Fixed Limit of Construction Cost.

c. When the Contract Award has been made and the fee adjusted as described above, payments to the Architect shall also be adjusted either upward or downward, as appropriate.

d. At the close out of the Project, a final adjustment will be made to the Contract Award to add the cost of any additive Change Orders, except as otherwise provided.

11.2 After “as follows:”, add “and paid only upon written approval of the Owner or Program or Project Manager”.

For the time of the listed personnel at the following fixed rates:

1. Principal of Architectural/Engineering Firm	at \$110.00/hour
2. Registered Architects/Engineers	at \$ 75.00/hour
3. Senior Draftsman (persons with a degree in Architecture or Engineering with a minimum 5 years experience)	at \$ 60.00/hour
4. Intern Architects and Engineers	at \$ 35.00/hour
5. Draftsman	at \$ 25.00/hour

11.3 After “as follows:”, add “and paid only upon written approval of the Owner or Program or Project Manager”.

For the time of the listed personnel at the following fixed rates:

1. Principal of Architectural/Engineering Firm	at \$110.00/hour
2. Registered Architects/Engineers	at \$ 75.00/hour
3. Senior Draftsman (persons with a degree in Architecture or Engineering with a minimum 5 years experience)	at \$ 60.00/hour

4. Intern Architects and Engineers	at \$ 35.00/hour
5. Draftsman	at \$ 25.00/hour

11.4 after “plus”, insert ZERO and before “%” add 0.

11.5 Delete the specified phases and replace with the following:

Programming and Schematic Design Phase:	Twenty-Five percent	(25%)
Design Development Phase	Fifteen percent	(15%)
Construction Documents Phase:	Twenty Five percent	(25%)
Bidding or Negotiation Phase:	Five percent	(05%)
Construction Phase:	Twenty four percent	(24%)
Close-Out Phase:	Three percent	(03%)
Warranty Phase	Three percent	(03%)
Total Basic Compensation:	One hundred percent	(100%)

Note: If there is no Design Development Phase on the project, then the fee for that Phase will be added to the Construction Documents Phase.

Add: Notwithstanding any provision to the contrary in this agreement, the Architect shall not be compensated for any work not actually performed or done at the direction of the Owner.

The Architect shall not be compensated for any work deleted by a Deduct Change Order except for the phases that the Architect has actually performed.

Conversely, if an Additive Change Order (a Change Order that increases the cost of the project) is issued, the Architect shall only be compensated for Work that he actually performs as a result of the additive Change Order. For example, if the additive Change Order is issued that does not require any work by the Architect, then the Architect shall not receive any compensation, even though the Change Order increases the cost of the Project.

11.7 Delete.

11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

11.8.1.1 Delete

11.8.1.4 Add the following after “documents”:

... at actual cost, except not for those convenience copies needed for the Architect’s in-house coordination and/or distribution for use by other consultants. The number of sets required for bidding will be reimbursed MINUS the number of sets for which no deposit is returned to a bidder. The Architect shall furnish

the Owner a legible register of all printed sets, identifying the bid set numbers, their respective recipients and dates transmitted. The Architect shall solicit unit price bids for the printing of the Contract Documents sets and submit a written summary of the bids to the Owner. A copy of each print invoice shall be furnished by the Architect for all requested reimbursable printing;"

11.8.1.5 Delete

11.8.1.6 Delete

11.8.1.8 Delete

11.8.1.9 Delete

11.8.1.10 Delete

11.8.1.11 Delete.

11.8.2 After "plus", insert ZERO and before "%" add 0.

11.9 Delete

11.10 PAYMENTS TO THE ARCHITECT

11.10.1 Delete.

11.10.2 Delete the third sentence. **Add:** Requests for payment shall be submitted on forms provided by the Owner or Project Manager.

ARTICLE 12 - SPECIAL TERMS AND CONDITIONS

12.1 BASIC SERVICES SHALL INCLUDE THE FOLLOWING IN ADDITION TO THOSE STATED IN ARTICLES 3:

12.1.1 The Architect shall follow and comply with procedural requirements of the Ascension Parish School Board, including but not limited to the "*Procedure Manual for Design and Construction*", and Board policies for Change Order processing, and rain delays. If the Architect fails to comply with the Board procedures, the Architect shall be responsible for any damages or penalties that result.

12.1.2 The Architect will provide services to investigate existing conditions or facilities or to make measured drawings thereof.

12.1.3 The following services, if performed by the Architect, shall be included among the **Basic Services** to be provided by the Architect.

- .1 Providing detailed estimates of Construction Cost.
- .2 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.
- .3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.
- .4 Providing services in connection with evaluating substitutions proposed by the Contractor and making minor subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.
- .5 Providing WRITTEN meeting minutes and conference reports to the Program or Project Manager after all meetings where significant decisions are reached relative to the design or construction of project.
- .6 Providing guidance in the selection and monitoring of soils engineers and materials testing laboratories.
- .7 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, training the Owner's personnel for operation and maintenance, and consultation during operation.

12.1.4 The Architect shall review and examine the Contractor's Schedule of Values prior to the start of any work and shall have a duty to guard the Owner against an unbalanced Schedule of Values which places more value on certain elements of the work than is indicated in Architect's Project estimates or is reasonably applicable under the circumstances of the Project.

12.1.5 The Architect shall coordinate with the Owner's materials testing agency to be used on the site at intervals appropriate to the construction in progress.

12.1.6 The Architect shall furnish all necessary drawings and services for incidental changes that are requested by the Owner after final drawings are completed.

12.1.7 The Architect shall make a prompt written record of all meetings, conferences, discussions and decisions made between and/or among the Owner, Program or Project Manager, Architect, and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the Work and to provide promptly a copy of such record to the Owner or the Contractor.

- 12.1.8 The Architect shall include ordinary paving, grading and drainage design as part of the Basic Services. The Owner shall provide to the architect any extensive civil engineering studies and design of retention systems that may be required. The Architect shall coordinate and incorporate in his construction documents all information provided by the owner's civil engineering consultant as necessary for permitting and completion of the project.
- 12.1.9 The Owner may provide to the architect a **food service design consultant** for "new kitchen" design services. The Architect shall coordinate and incorporate in his construction documents all information, drawings, and specifications provided by the owner's food service consultant. The owner shall contract separately with a **landscape design consultant** for this project. The Architect shall coordinate and incorporate in his construction documents any services and connections necessary for installation of the landscaping systems. The Architect shall incorporate all information, drawings, and specifications provided by the owner's landscape design consultant that may be necessary for permitting.
- 12.1.10 The Architect's Basic Services include providing services of mechanical, electrical, structural and civil engineering consultants for all of the project phases. The Architect shall insure that said consulting services include: conduct periodic on-site inspections, review and provide comments on shop drawings and submittals, prepare any required supplemental instructions in writing, conduct a final inspection, prepare and provide to the Architect a written list of deficiencies to be included with the Architect's final punch list, and assist the owner in pursuing warranty claims arising during the one year warranty period.

12.2 INSURANCE

- 12.2.1 Architect shall maintain at no additional cost to the Owner throughout the period of this Project and for two years after the date of the recording of the certificate of substantial completion, a standard form of error and omissions insurance with an insurance company satisfactory to the Owner. The errors and omissions insurance shall be a minimum limit of liability as follows:

Minimum Limit of Liability	Construction Cost
\$1,000,000.00	Up to \$10,000,000.00
\$2,000,000.00	Over \$10,000,000.00

- 12.2.2 The Architect shall also maintain, throughout the period of Basic Services, insurance coverage for comprehensive general liability of \$1,000,000.00, per each occurrence with an aggregate limit of \$2,000,000; automobile liability with a minimum limit of \$1,000,000.00 per accident/occurrence; and workers' compensation as statutorily required and Employer's liability insurance in the amount of \$1,000,000.00, in forms and with insurance companies satisfactory to the Owner.

- 12.2.3 The Architect shall require that any and all consultants engaged or employed by Architect are included in the Architect's policies as additional insured or carry and maintain similar insurance with reasonably prudent limits and coverages in light of the services to be rendered by such consultants. Architect shall submit to Owner proof of such insurance coverages in amount satisfactory to the Owner.
- 12.2.4 All insurance policies shall be written by companies authorized to do business in Louisiana and shall incorporate a provision requiring written notice to the Owner at least 30 days prior to any cancellation or non-renewal by the insurance company. If the Architect cancels or does not renew, he shall notify the Owner within 24 hours. Any insurance company shall have at least an "A-" rating according to the latest A.M. Best Report. Any deductible shall be the responsibility of the Architect. A copy of each policy or a certificate of insurance shall be provided to the Owner listing the owner as a certificate holder or additional named insured.
- 12.2.5 All "Errors & Omissions" or Professional Liability insurance policies provided by Architect or Architect's Consultants shall be a "claims made" type of policy. In the event at any time any such policies are cancelled or non-renewed, Architect shall immediately provide a substitute insurance policy with terms, conditions, and in amounts which comply with the terms of this Agreement. Such substitute policy shall be a "claims made" policy and shall provide for retroactive coverage retroactive to the date of commencement of the work under this Agreement.

12.3 REPRESENTATIONS BY ARCHITECT

- 12.3.1 Architect hereby represents to Owner that 1) Architect is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder; that 2) Architect will visit the site for each Project and thoroughly familiarize itself with the local conditions under which the services required hereunder are to be performed; and that 3) Architect shall correlate its observations of same with all of the requirements of this Agreement and of the construction Contract Documents.

12.4 FIXED LIMIT OF CONSTRUCTION COST (CONSTRUCTION BUDGET)

- 12.4.1 The fixed limit of Construction Cost for the Project will be such amount as stated in the **Exhibit A** attached hereto and made part hereof.

12.5 EQUAL OPPORTUNITY

- 12.5.1 The Architect shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or nation 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 Architect agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

12.6 INDEMNIFICATION AND HOLD HARMLESS BY ARCHITECT

12.6.1 To the fullest extent permitted by law, the ARCHITECT agrees to indemnify and hold harmless the APSB, its members, officers, administration, or employees from and against any claims, losses, damages, expenses, liability, and judgments (whether arising in tort or contract) (identified as the Claim) arising out of or resulting from any negligent or intentional act or omission of ARCHITECT, its agents, servants, employees, consultants, or sub-consultants. Said indemnity and hold harmless includes any and all costs, expenses, or attorney fees incurred by APSB as a result of any such Claim. However, this indemnity does not apply to any Claim arising from the negligence of the APSB.

12.7 SEVERABILITY

12.7.1 Invalidation, for any reason, of any sentence, section, paragraph, clause, or provision of the Contract Documents by judgment, decree or order shall in no way affect any other affect or provisions hereof, each of which shall remain in full force and effect. The invalidated provision shall be severed from the Contract Documents.

12.7.2 The normal rules of interpretation or construction that any ambiguities in a Document are to be constructed against the drafter shall not be employed in interpretation of this Agreement.

12.8 CONFLICTING TERMS

In the event of any vagueness, ambiguousness, conflict or discrepancy between the terms or conditions of any agreement or documents related to the Project, the terms of the B101-2007 as supplemented by these Supplementary Conditions, shall control. Notwithstanding, the Architect shall have an affirmative duty to timely notify the APSB of any conflict in the documents and seek clarification.

12.9 INDEFINITE DELIVERY CONTRACTS

If this Agreement or Contract has been designated by the APSB as an **“Indefinite Delivery Contract” (IDC)**, then in addition to all other provisions of the General conditions (B101-2007) and these Supplementary Conditions, the following special portions contained in this article 12.9 apply.

12.9.1 - This is an Indefinite Delivery Contract and these original Standard Form of Agreement Between Owner and Architect and these Supplementary Conditions shall apply to any and all individual projects, which will be assigned by work order or otherwise, during the term of this Contract. The Project Manager and the Board and/or the Board shall assign individual projects to

the Architect by individual work orders. The herein referenced documents shall govern each work order, as if separate contracts were executed for each project.

12.9.2 – Not all requirements outlined in the Procedure Manual will be necessary or required for every work order issued. Submittal requirements shall be determined and agreed upon for each individual work order at the time of issuance and acceptance of that work order.

12.9.3 – This agreement and IDC shall terminate one calendar year from the date of execution or upon completion of the Work assigned by Work Order pursuant to the IDC (whichever is longer), unless terminated earlier for the Owner’s convenience or upon cause by either party. This agreement may be renewed or extended at the option of the Owner or subsequent one year periods if the Owner provides written notice to the Architect.

ARTICLE 13 – SCOPE OF THE AGREEMENT

13.2.3 Add: “To the extent that they are attached or are separately agreed to in writing signed by both Parties, the following documents are included in this agreement:

- Exhibit A - Budget Agreement
- Exhibit B - Supplementary Conditions [these conditions]
- Exhibit C - Owner’s Program
- Exhibit D - Project Schedule
- Exhibit E - Procedure Manual for Design and Construction
- Exhibit F - Liquidated Damages Agreement
- Exhibit G - Architect’s Fee Agreement

13.2.4 Add 13.2.4: “If this is an Indefinite Deliveries Contract, then Exhibits A, C, D and G will be included with each Work Order and shall pertain only to the work order they accompany.”

This agreement is entered into on this _____ day of _____, 20_____.

OWNER

ARCHITECT

Print Name:

Printed Name

Title: _____

Title