

EXHIBIT "A"

INFORMATION TO BIDDERS

**Building and Associated Site Construction
Northlake Christian School
Preschool and Multi-Purpose Building
Covington, Louisiana**

July 23, 2010

Staging Areas/Access Drives/Coordination and Protection of Work with Others

The sitework construction shall consist of all work as indicated on the bid plans from Kyle Associates, except for landscaping, which is by Owner. General Contractor shall provide topsoil fill to the top of all landscape islands for fine grading by the Landscape Contractor.

I have indicated on the attached site plan the proposed location for the Tenants Contractor's staging area. The Contractor shall provide for all staging within the site boundaries area during the course of his work. It will be the responsibility of the Contractor to become familiar with the plans and specifications and the coordination of all work required.

Acceptance of Previous Sitework Construction and Building Site

Within seventy-two hours of the Building Contractor's arrival on the jobsite, building contractor shall verify the locations and elevations of all utility stub-outs already in place. This acceptance must be made to the Owner in writing at that time.

Schedule/Liquidated Damages

Interest and lost income become considerable at the end of a project such as this. Liquidated Damages amounting to Five Hundred Dollars (\$500.00) per calendar day will be assessed to the contractor for not meeting the specified completion date noted in these contract documents. Completion will be based on the date which the Owner's construction representative.

Pay Requests

Pay requests are to be submitted to the Owner in care of Gulf States Real Estate Services (the Project Manager) by no later than the 5th day of the month so that payment can be made by the 30th of the month. Pay requests are to be submitted on a standard AIA Application for Payment form with a

OWNER: _____

CONTRACTOR: _____

complete breakdown similar to that shown on the bid form for this project. Also, an updated construction schedule and submittal checklist status report shall be attached to each pay request.

Insurance Policies

All contractor's general liability, workmen's compensation, and builder's risk policies shall indicate the Owner (Northlake Christian School), and Project Manager (Gulf States Real Estate Services) as "Additional Insured" under the policies. Contractor shall submit insurance certificates for review and approval along with their bid proposal. Please refer to the Contract Documents for required minimum insurance coverages and amounts.

Required Facilities/Other

Per the contract, the Owner shall have the right to review and approve the qualifications of the building contractor's supervisory personnel directly involved with this project. Most importantly, the qualifications of the of building contractor's Project Manager and Job site Superintendent will be required in written form. We strongly suggest that this information be submitted along with you bid for the project. A full time Project Superintendent will be required by the Owner on this Project.

Contractor shall provide a jobsite trailer with a minimum of two (2) incoming telephone lines with one (1) line to be dedicated to a fax machine and a message recorder.

Erosion Control

The Contractor shall provide silt fencing and any other erosion control measures necessary to keep siltation and other construction debris from accumulating on these adjacent completed properties and roadway (public and private).

Any damage to existing landscaping, pavement or other work will be replaced by the Building Contractor prior to acceptance of the Building Contractor. Gulf States Real Estate Services (GSRES) will be the final judge as to what constitutes "abuse." Pre-construction photos will be taken to document existing conditions.

Miscellaneous – Other

Submittals: In general, the architect will waive the requirement for initial submittal reviews, especially in regards to long lead items such as bar joists, if proposed items are in exact accordance with the plans. Submittals must still be made to the Architect, for our files.

Project Staging: All construction staging and access to occur on this project at pre-determined locations to be discussed at the Pre-Construction Conference. No access will be allowed onto the site from adjacent properties.

Temporary Utilities: Tap existing water mains on-site. Contact local power company for temporary electrical service for construction.

Testing: Stratum Engineering will be the Owner's testing representative. The Owner will pay for all testing of soil and concrete. The Contractor needs to coordinate and schedule these tests.

Other Construction Clarifications:

- a. Landscaping: The Owner will be employing the Landscaper. General Contractor will coordinate scheduling of work, especially during curb installation.
- b. Mechanical (HVAC) and Electrical: The Owner will be employing a mechanical and electrical contractor to install all of the required electrical and HVAC work. General Contractor will coordinate scheduling of electrical and HVAC work.
- c. Telephone Service: The Owner will be responsible for permanent service to the site. General Contractor will be responsible for all applicable conduits with pull strings as shown on the plans.

OWNER: _____

CONTRACTOR: _____

CONSTRUCTION PROPOSAL
NORTHLAKE CHRISTIAN SCHOOL
PRESCHOOL BUILDING AND SITE CONSTRUCTION
COVINGTON, LOUISIANA

August 10, 2010

“Exhibit B”

Contractor

Louisiana License Number

Date

Address

Telephone Number

THIS BID IS SUBMITTED TO:

GULF STATES REAL ESTATE SERVICES
100 New Camellia Boulevard, Suite 100
Covington, LA 70433

Gentlemen:

Having thoroughly examined the drawings, the specifications and the site of the proposed work, the undersigned, in compliance with your Invitation to Bid, hereby propose to construct the work in full compliance with the Contract Documents as prepared by Zito-Russell Architects of Mobile, Alabama and Kyle Associates, LLC of Mandeville, Louisiana. We also understand that:

1. This proposal form is not intended as a representation of all work included in the contract documents. The information on the bid proposal form is used by our office and the Owner in evaluating your LUMP SUM proposal. The Construction Agreement is to be a LUMP SUM amount, and unit pricing in the proposal form shall be used as a reference for any minor changes in the scope of work which may occur. Unit pricing is also acquired for Owner's informational purposes in the event that costs associated with certain portions of the work should be allocated to specific tenants, buildings, etc.

2. Miscellaneous Provisions: In submitting this bid, we understand that the right is reserved by the Owner to accept or reject any or all bids and that his bid may not be withdrawn for a period of thirty (30) days after the Bid Date.
3. Please use the attached pricing breakdown guide when completing this Proposal Form.
4. The Bid Proposal Form must be fully completed for proper bid evaluation and contractor's receipt of full bid result breakdown after award of the contract.
5. The Owner's acceptance or rejection of the specified alternates if any will be a factor in determining the low bid and award of the work. Please provide correct pricing of alternates accordingly.

Having examined the site and locality where the work is to be performed, the legal requirements, (Federal, State and Local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and its interpretation to the work that will be done by others as shown on the plans, and having made such independent investigations as we deem necessary, and

This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or organization or corporation, and we have not directly or indirectly induced or solicited any other bidder to submit a false or sham bid and we have not solicited or induced any person, firm or corporation to refrain from bidding and have not sought by collusion to obtain for ourselves any advantage over any other bidder or over owner, and

We will complete the work for the following price(s).

| | | |
|------|---------------------------|----------|
| I. | Building Base Bid | \$ _____ |
| II. | Sitework Base Bid | \$ _____ |
| III. | TOTAL LUMP SUM BID AMOUNT | \$ _____ |

OTHER:

1. Add _____ for Performance Bond for Total Lump Sum Bid Amount.
2. Deduct _____ Change ceramic tile floors and base in Girls and Boys Restrooms to epoxy paint with non-skid granules.
3. Deduct _____ Change quarry tile floors in Concession and Concession Storage to epoxy paint with non-skid granules.

4. Deduct _____ Delete all Tectum wall panels in Gymnasium along with associated stud framing and furring, leaving exposed metal building steel and insulation. Paint exposed steel.
5. Deduct _____ Delete painting of all steel in Gymnasium (assuming Alternate #3 is accepted). All steel frame to be cleaned and free of dirt and markings. Touch up primer as required.
6. Deduct _____ Delete rolling door over Concession window into Gymnasium.

NORTHLAKE CHRISTIAN PRESCHOOL BUILDING

| <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|-----------------------------------------------------------------------------------|-----------------|
| I. BUILDING | |
| 1. General Conditions | \$ _____ |
| *2. Sitework (Within "building area") | _____ |
| 3. Concrete | _____ |
| • Interior (foundations/structural) | _____ |
| • Exterior (sidewalks, ramps, equipment pads) | _____ |
| 4. Masonry | _____ |
| 5. Metals | _____ |
| 6. Woods and Plastics | _____ |
| 7. Moisture Protection | _____ |
| 8. Doors, Windows and Glass | _____ |
| 9. Finishes | _____ |
| 10. Specialties (see list of specialties for which separate pricing is required). | _____ |
| 11. Mechanical | _____ |
| • HVAC | _____ |
| • Sprinkler | _____ |
| 12. Plumbing | _____ |
| 13. Electrical | _____ |
| 14. Overhead and Profit | _____ |
| TOTAL LUMP SUM BASE BID-SHELL BUILDING | \$ _____ |

*The limits of the "Building Area" are defined as the building plus any adjacent sidewalks, ramps, or other building appurtenances.

"I hereby certify that this firm is licensed in accordance with the appropriate Louisiana Law and statues and companion laws generally called "Contractor Licensing Law" and furthermore that this firm is licensed in the proper classification to perform the work proposed and that the firm's license number is _____.

Respectfully submitted,

Company

Name

Title

**SUPPLEMENTAL GENERAL CONDITIONS (S.G.C.)
REVISED 7/25/07**

AIA DOCUMENT A201 - GENERAL CONDITIONS OF THE CONTRACT

The General Conditions of the Contract for Construction, AIA Document A201, 1997 edition, as found herein, published by The American Institute of Architects, 1735 New York Avenue, N. W., Washington, D. C. 20006-5292 is part of these Contract Documents. Where any Article of AIA General Conditions is herein amended, voided, or superseded, the provisions of such Article as printed herein shall control and any subsequent amendment or deletion shall have no effect on the General Conditions attached to and made a part of this contract.

The AIA General Conditions, as modified and supplemented by these Supplemental General Conditions, as for the guidance of the Contractor, shall be considered as forming a part of each Section of the Specifications and as such, shall be binding on each separate trade or subdivision of the Work insofar as it may be applicable in any way.

ARTICLE 1 - GENERAL PROVISIONS

ARTICLE 1.2 - CORRELATION AND INTENT OF THE CONTRACT

Add the following after Paragraph 1.2.3:

"1.2.4 In cases of discrepancies concerning dimensions, quantities and locations, Drawings shall take precedence over Specifications. Explanatory notes on Drawings take precedence over conflicting drawn indications. Large scale details take precedence over smaller scaled details. In cases of discrepancies concerning quality of materials and the application of materials, the specifications shall take precedence over the drawings."

"1.2.5 N/A

ARTICLE 2 - OWNER

ARTICLE 2.2 - INFORMATION AND SERVICES REQUIRED OF THE OWNER

Add the following after Paragraph 2.2.5:

"The Owner agrees to furnish to the Contractor up to ten (10) sets of final plans and specifications free of charge. Should the Contractor require additional sets, the Contractor shall reimburse the Owner for the Owner's cost of same."

ARTICLE 2.4 - OWNER'S RIGHT TO CARRY OUT THE WORK

Delete Paragraph 2.4.1 and substitute the following Paragraph:

"2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within three (3) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the

OWNER _____
CONTRACTOR _____

Owner may, without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation the Architects additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are sufficient to cover such amount, the Contractor shall pay the difference to the Owner."

ARTICLE 3 - CONTRACTOR

ARTICLE 3.2 - REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following Subparagraph 3.2.4. as follows:

"3.2.4. Contractor shall be responsible for ascertaining correct dimensions and Contractor is not to ascertain dimensions simply by scaling drawings. In case of any discrepancy between Drawings and Specifications, Contractor shall consult Architect promptly before proceeding with the Work.

ARTICLE 3.3 - SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs after Paragraph 3.3.3:

"3.3.4 All lines and levels necessary for the location and erection of the buildings and improvements, and for all excavation, filling and grading Work shall be established by the Contractor. All trades shall take their own measurements for their Work, verifying same with the drawings, and shall be responsible for the proper fit of their portions of the completed Work. The Contractor shall be prepared to guarantee to the various trades all of the dimensions which they may require for the fabrication and fitting of their Work to adjoining Work."

"3.3.5 Extra charges, or compensation, will not be allowed on account of differences between actual measurements, and the dimensions shown on the drawings, but such differences which may be found shall be submitted to the Architect for adjustment before proceeding with the Work."

"3.3.6 The Contractor shall be responsible for the satisfactory and complete erection of the Work described in the Contract and Contract Documents. The Contractor represents that he has carefully examined all drawings and specifications for the Work to be performed, its surroundings and the local conditions affecting the Work; that he has made investigations essential to a full understanding of any difficulties which he may encounter, that he has the experience and necessary personnel, equipment and materials at his disposal to complete the Work."

"3.3.7 Should the Contractor have any objection to the use of any material or any method specified or detailed on the drawings; or, if for any reason whatsoever, the Contractor is not willing to assume full responsibility for performance of materials, then he shall so notify the Architect in writing before commencing the Work to which objections are made. Unless such objection is sustained and adjustments are made in writing, the Contractor shall then proceed with the Work as called for in the specifications and as detailed on the drawings."

ARTICLE 3.4 - LABOR AND MATERIALS

Add the following after Paragraphs 3.4.3:

"3.4.4 Standards and Substitutions: The details on the drawings and the requirements of the specifications, shall be based on the ANY article, material and/or piece of equipment described in the specifications. If the Contractor desires to furnish any of the other listed articles, materials, or pieces of equipment, or an approved equal, OTHER THAN THE ITEM LISTED in the specifications, the Contractor alone is responsible for correct function, operation and accommodation of the item into the spaces allotted on the drawings. In the event of misfit, or of changes in work being required, including work of all trades, the Contractor alone shall pay all costs for extra work, or changes in the Work arising out of the use of other than the SPECIFIED ITEM of materials or equipment including the cost of such architectural or engineering analysis and drawing changes as may be required.

"3.4.5 Should the Contractor desire to substitute another article, material or item or equipment, after the award of the Contract, for one specified, he shall, within ten days after the award, make such request for substitution in writing, stating credit or extra involved and shall provide all required supporting data and samples to justify his request. However, the mere making of such request for substitution shall not imply any obligation on the part of the Architect or Owner, to accept same. Should another item be accepted as a substitute for one specified, the Contractor shall be responsible for its correct function, operation and accommodation into space allocated. In the event of a misfit, or changes in Work being required in Work of any or all trades, on account of acceptance of a substitution offered by the Contractor, the Contractor alone shall bear the costs for extra work to make changes arising as a result of the use of the substitute, including the cost of such architectural or engineering analysis and drawing changes as may be required."

"3.4.6 If in the opinion of the Architect, the contractor is not enforcing discipline and good order among the contractor's employees and other persons carrying out the contract, he shall notify the contractor of such instances in writing. Should such instances persist, then the architect shall request in writing that the employee or other person carrying out the work be removed from the project site. The architect's decision on this matter is final and binding.

ARTICLE 3.5 WARRANTY

Add the following after paragraph 3.5.1

"3.5.2 Certain certificates of warranties and guarantees shall be required. These guarantees and warranties, along with duly executed instruments properly assigning said guarantees and warranties to the Owner shall be forwarded to the Owner bound in a single volume, grouped by trade and properly indexed. These items shall be forwarded prior to Request for Final Payment. Contractor is directed to examine all technical sections of the Specifications for the required documents. The following list is included for the Contractor's convenience and does not necessarily include all required documents. All guarantees and warranties shall also be assignable and transferable to the building tenant(s) upon Owner's written request to the Contractor.

OWNER _____
CONTRACTOR _____

3.5.2.1 General Contractor's written guarantee stating that the Work in its entirety is guaranteed for a period of one (1) year from the date of Final Completion against all defects in materials and workmanship as agreed to by Owner and Architect.

3.5.1.2.2 Roof warranty shall be as indicated in the specifications.

3.5.1.2.3 Written Termite guarantee stating that soil poisoning treatment is guaranteed for a period of one (1) year, and that said treatment is renewable on a year to year basis by contract with Owner. This guarantee shall be assignable to Tenants upon Owner's written request. (Not applicable unless slabs poured).

ARTICLE 3.7 - PERMITS, FEES AND NOTICES

Add the following to Paragraph 3.7.1:

"The Owner shall be responsible for the cost of the building permit. The Contractor shall have included all sums as required for any other fees for all categories of work included in their proposals. No extra claim shall be permitted for meter, tap or usage fees alleged to be unavailable at the time of bidding, other than liquor or special restaurant permits." Excludes lift station pumps and valves per DonahueFavret Contractors, Inc. bid proposal.

ARTICLE 3.12 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add the following at the end of Paragraph 3.12.6:

"Submittals shall be made in sufficient time to allow at least one week for review by Architect and return to Contractor unless material shortages or delivery schedule necessitates special handling. In the event circumstances necessitate special handling of a shop drawing or product data or submittal, the Contractor shall clearly indicate such requirement in the letter of transmittal to the Architect. The Contractor shall submit three sets each of samples specified to be submitted, or three sets each of manufacturer's color and finish samples, or charts and color plates not later than 30 days after the approval of proposed Subcontractors who will furnish the materials. Such samples shall be delivered to the architect's office, where they will be examined for approval by the Architect, and so marked if approved."

Add the following after Subparagraph 3.12.11

"3.12.12 The Architect and Contractor shall directly communicate regarding the preparation and processing of the required shop drawings. At the pre-construction conference, the Architect shall provide the General Contractor a listing of required shop drawings so that the General Contractor can prepare and periodically update a shop drawing log which shall be used to properly track the critical shop drawing process. The shop drawing log shall be properly updated and attached to the General Contractor's monthly pay request along with a copy of an updated construction schedule. Copies of all shop drawing transmittals shall be provided to the Owner's Project Manager during

OWNER _____
CONTRACTOR _____

the course of the project. The General Contractor shall have available at the pre-construction conference a construction schedule in the form as outlined in the Project Manual. Failure to include the critical documents with the monthly pay application may result in delayed payment to the contractor.”

“3.12.13 The Contractor shall indicate on the schedule any critical dates for delivery of Owner provided equipment or resources, that could affect Contractor’s progress and project delivery at Substantial Completion.”

“3.12.14 One full set of approved shop drawings shall be delivered to the Owner’s Project Manager at completion as part of the project documentation close-out package as further noted in the Project Manual.”

ARTICLE 3.17 - ROYALTIES AND PATENTS

Delete Paragraph 3.17.1 in its entirety and substitute the following:

“The Contractor shall pay all royalties, license and fees and defend all suits or claims for infringement of any patent rights and save the Owner harmless on account thereof and shall protect and indemnify the Owner against any and all present and future, royalties or claims resulting from the installation or utilization by the Contractor during the course of this work of any patent, articles, processes and designs.”

ARTICLE 3.18 INDEMNIFICATION

Revise the first sentence of paragraph 3.18.1 to read as follows:

“To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architects’ consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of the Work, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.” Owner’s Builders Risk Policy shall list Trademark as additionally insured.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

ARTICLE 4.2 - ARCHITECT’S ADMINISTRATION OF THE CONTRACT

Delete Subparagraph 4.2.4 and substitute the following:

“4.2.4. Communications Facilitating Contract Administration. The “Project Manager” shall be the Owner’s direct representative during the course of the project. Copies of all paperwork between the General Contractor and the Architect shall be promptly provided to the Owner’s Project

OWNER _____
CONTRACTOR _____

Manager. The General Contractor shall communicate with the Owner, Owner's vendors and other contractors or consultants employed by the Owner in the interest of the project, thus the Owner's Project Manager. The Project Manager will from time to time make inspections of the work on the Owner's behalf and shall promptly notify the General Contractor of any deficiency in the general quality, scheduling or processing of the work.. These inspections will be in addition to the required and standard inspections by the Architect who will continue to be responsible for formally certifying the project as complete for substantial completion, final payment and occupancy purposes. Except as otherwise provided the contract documents or when direct communications have been specially authorized, the Architect and Contractor shall endeavor to communicate through the Owner's Project Manager. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and Material Suppliers shall be through the Contractor. Communications by and with separate third party or other Contractors shall be through the Owner's Project Manager.

ARTICLE 5 - SUBCONTRACTORS

ARTICLE 5.1 - DEFINITIONS

Add the Subparagraph 5.1.3 to 5.1 as follows:

"5.1.3. Whenever a reference to subcontractors is intended, it shall also apply to suppliers of material and equipment. Wherever relevant, the term "Subcontractor" shall also include a person or entity who supplies material or equipment for the project."

ARTICLE 7 - CHANGE IN THE WORK

ARTICLE 7.2 CHANGES IN ORDERS

Delete Paragraphs 7.2.2. and Section 7.3 Construction Change Directives in their entirety and substitute the following:

"7.2.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents."

"7.2.3 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

- .1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 by cost to be determined in a manner agreed upon by the parties and a mutually

OWNER _____
CONTRACTOR _____

acceptable fixed or percentage fee; or

- .4 by the method provided in Subparagraph 7.2.4.

7.2.4 If none of the methods set forth in Clauses 7.2.3.1, 7.1.3.2 or 7.1.3.3 is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Architect on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, an allowance for overhead and profit. The allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, ten (10%) percent of the net cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten (10%) percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for the Work performed by that Subcontractor's Sub-contractor's own forces ten (10%) percent of the cost.
- .4 For each Subcontractor, the Work performed by the Subcontractor's Sub-subcontractors, ten (10%) percent of the amount due the Sub-subcontractor.
- .5 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by Inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized also. In no case will a change involving over \$1,000.00 be approved without such itemization.

In such case, and also under Clauses 7.1.3.3 and 7.1.3.4 above, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents. Cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance, bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner, payments on account shall be made on the Architect's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.

7.2.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the

OWNER _____
CONTRACTOR _____

quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of the Work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted.

ARTICLE 7.4 MINOR CHANGES IN THE WORK

Delete paragraph 7.4.1 in its entirety and substitute the following as paragraph 7.4.1.:

7.4.1 The Architect will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 - TIME

ARTICLE 8.2 - PROGRESS AND COMPLETION

Add the following Paragraphs after Paragraph 8.2.3:

"8.2.4 Within ten (10) days after the award of the Contract for Construction, the Contractor shall prepare and submit to the Architect and Owner three (3) copies of his Anticipated Construction Schedule. A linear Critical Path Analysis is preferred; but a bar chart which allows the indication of anticipated progress and actual job progress is acceptable. The Contractor shall maintain the original of this construction schedule and shall submit three (3) updated prints of the schedule on a monthly basis with the "Certificate of Payment" and "Application for Payment".

"8.2.5 In the event the Work is behind schedule, The Contractor shall advise the Architect and Owner in writing of proposed corrective action to bring the work on schedule. Refer to the SUPPLEMENTAL GENERAL CONDITIONS for provisions relating to payment for any overtime work the Contractor may be required to perform to bring the Work on schedule, and conditions relating to delays and extensions of time.

"8.2.6 In the event the Owner desires to accelerate the progress of the work, the Owner shall notify the Architect and the Contractor in writing of such desire and the Contractor shall require his forces to work such overtime hours as may be necessary and the Owner's obligation on account of such acceleration shall be to reimburse the Contractor for the cost of same as provided in Paragraph 8.2.5. The Contractor shall keep accurate records of such overtime hours and shall secure approval of such records on a daily basis."

"8.2.7 If the forces of the Contractor work overtime at the Owner's written direction, then the Owner will reimburse the Contractor for the premium portion of overtime wages paid to any such forces (excluding management, supervisory and clerical personnel) plus applicable Federal and State payroll taxes and other actual applicable payroll costs in connection therewith. Such premium portion of overtime wages shall include overhead and profit of the Contractor and his Subcontractors or any other costs or expenses. This article shall have no application to overtime

OWNER _____
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