



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

St. Bernard Water Treatment Plant Removal and Install New Sand and Anthracite, 1-6 Filters
St. Bernard Parish Government

Project documents obtained from www.CentralBidding.com
28-Feb-2025 09:15:51 AM

***INVITATION TO BID
FROM
ST. BERNARD PARISH***

***ST. BERNARD PARISH GOVERNMENT
DEPARTMENT OF PUBLIC WORKS
1125 EAST ST. BERNARD HIGHWAY
CHALMETTE, LOUISIANA 70043***



SPECIFICATIONS

***ST. BERNARD WATER TREATMENT PLANT
REMOVAL AND INSTALL
NEW SAND AND ANTHRACITE
ONE THROUGH SIX FILTERS
FEBRAURY, 2025***

***Prepared By:
Department of Public Works
St. Bernard Parish Government
1125 East St. Bernard Highway
Chalmette, Louisiana 70043***

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ADVERTISEMENT FOR BIDS

ST. BERNARD PARISH GOVERNMENT DEPARTMENT OF PUBLIC WORKS STATE OF LOUISIANA

Sealed Bids will be received until the hour of **2:00 p.m., Tuesday, March 25, 2025** at the St. Bernard Parish Government Department of Public Works, 1125 E. St. Bernard Highway, Chalmette, Louisiana, and opened at 2:00 p.m., at which time they will be publicly read, for furnishing all supervision, labor, materials, equipment, etc., and performing all work necessary for:

St. Bernard Water Treatment Plant Removal and Install New Sand and Anthracite One Through Six Filters

To be a valid delivery, Sealed Bids must be delivered electronic by Central Bidding or by hand to St. Bernard Parish Government Department of Public Works, 1125 E. St Bernard Highway, Chalmette, Louisiana during the normal business hours of 8:30 a.m. to 4:30 p.m. Monday through Friday on or before **2:00 p.m., Tuesday, March 25, 2025**.

Sealed bids delivered to any other St. Bernard Parish Government location or other room number prior to the bid receipt deadline will not be considered.

Each bid must be accompanied by a certified check, cashier's check or bid bond acceptable to the Owner in the amount equal to at least five percent (5%) of the total amount bid and payable without condition to the Owner as a guarantee that the bidder, if awarded the contract, will promptly execute a contract in accordance with all terms and conditions of the Contract Documents.

The specifications are on file and open for inspection at the St. Bernard Parish Government Department of Public Works, 1125 E. St Bernard Highway, Chalmette, Louisiana, (504) 278-4314 tdoskey@sbgp.net and may be secured from the office by only licensed contractors.

Bids may also be viewed and submitted online at www.centraauctionhouse.com.

St. Bernard Parish Government is an Equal Opportunity Employer. St. Bernard Parish Government also encourages all small and minority-owned firms and women's business enterprises (DBE's, including MBE's, WBE's and SBE's) to apply.

/s/Hillary J. Nunez, Jr.

Hillary J. Nunez, Jr.

Director

Department of Public Works

For Publication: February 21, 2025
 February 28, 2025
 March 7, 2025

Project Name St. Bernard Water Treatment Plant
Removal and Install New Sand and Anthracite
One Through Six Filters

BIDDERS CHECK LIST

Check off each box as you complete the instructions.

- ✓ Bid form must be completed in full and signed properly for consideration as a responsive bidder.
- ✓ Satisfactory evidence of the authority of the person signing on behalf of the individual, firm or partnership must be attached. In the case of a corporation, said authority must be in the form of a corporate resolution as specified on the Louisiana Uniform Public Work Bid Form. The sample corporate resolution provided in the bid documents may be used. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title and signature must appear on the bid form.
- ✓ Bidders must acknowledge all addenda. (See the Louisiana Uniform Public Work Bid Form)
- ✓ Bid security in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid. (See the Louisiana Uniform Public Work Bid Form) Bid Security (Bid Bond) must be signed by the representative of the company bidding and the representative authorized by the Power of Attorney.
- ~~— If any bid is \$50,000.00 or more, Louisiana Contractor's License Number must be affixed to the outside of the bid envelope and to the bid form as well as where specified otherwise in the bid documents.~~
- ~~— **The bid form requires contractor license number — the form does not differ if a bid is above or below \$50,000.**~~
- ✓ The following will be clearly identified and included on the bid submittal envelope:
 - ~~— Louisiana Contractor's License Number~~
 - St Bernard Department of Public Works
 - Bidder's Name
 - Return address
 - Project Name

INSTRUCTIONS TO BIDDERS

ST. BERNARD PARISH GOVERNMENT



DEFINITION OF TERMS

- D.01.00 Definition of Terms whenever used in these 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.
- D.01.01 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.
- D.01.02 A.C.I. American Concrete Institute. When A.C.I. is referred to in these Specifications it takes the meaning of the specification 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.
- D.01.03 Addenda Written or graphic instruments issued prior to the opening of bids which clarify, correct, modify or change the bidding or Contract Documents.
- D.01.04 Advertisement - The written instrument issued by the Architect or Engineer 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.
- D.01.05 Agreement -The written agreement or contract between the Owner and the Contractor covering the Work to be performed and the price that the Owner will pay. Other documents, including the Proposal, Addenda, Specifications, Drawings, surety, insurance, etc., are made a part thereof.
- D.01.06 Application for Payment -The form approved by the Owner which is to be used by the Contractor in requesting incremental (progress) payments and which is to include information required by the contract documents and an affidavit of the Contractor. The affidavit shall stipulate that progress payments theretofore received from the Owner on account of the Work have been applied by Contractor to discharge in full of all Contractor's obligations reflected in prior applications for payment.
- D.01.07 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.
- D.01.08 Bid -The Bid submitted by the Bidder to the Owner on the Bid Form properly signed setting forth the Work to be done and the price for which the Bidder agrees to perform the Work.
- D.01.09 Bidder - One who submits a bid directly to the owner.
- D.01.10 Bidding Documents - Includes the Advertisement for Bids, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

- D.01.11 Bonds - Bid, performance and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- D.01.12 Change Order - A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time after execution of the Agreement.
- D.01.13 Contract Documents The Agreement, Addenda, Change Orders, Contractor's Bid and any documentation accompanying or post-bid documentation when attached as an exhibit, the Bonds, these general conditions, the Advertisement for Bid, notice to the Contractor, all supplementary conditions, the Specifications, the Drawings, together with all Modifications issued after the execution of the Agreement.
- D.01.14 Contract Price - The total monies payable to the Contractor under the Contract Documents.
- D.01.15 Contract Time - The number of consecutive calendar days stated in the Agreement for the completion of the Work.
- D.01.16 Contractor - The person, firm or corporation with whom the Owner has executed the Agreement.
- D.01.17 Defective -An adjective when modifying the word Work refers to Work which is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents or has been damaged prior to the Architect or Engineer's recommendation or acceptance.
- D.01.18 Drawings -The Drawings and Drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the Owner and are referred to in the Contract Documents.
- D.01.19 Field Order - A written order issued by the Owner or his agent who clarifies or interprets the Contract Documents.
- D.01.20 Modification (a) A written amendment of the Contract Documents signed by both parties, (b) A Change Order, (c) A written clarification or interpretation issued by the Owner or his agent. Modification may only be issued after execution of the Agreement.
- D.01.21 Notice of Award The written or verbal notice by Owner either direct to or through Architect or Engineer 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, Owner will sign and deliver the Contract Documents.
- D.01.22 Notice to Contractor - Instructions, written or oral given by Owner or Architect or Engineer to Contractor and deemed served if given to the Contractor's superintendent, foreman or mailed to Contractor at his last known place of business.

- D.01.23 Notice to Proceed - A written notice given by the Owner direct to or through the Architect or Engineer fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform his obligation under the Contract Documents.
- D.01.24 Owner - The Parish of St. Bernard acting herein through it's duly constituted and authorized representatives.
- D.01.25 Project Representative - The authorized representative of the Owner who is assigned to the Project or any parts thereof.
- D.01.26 Project - The entire construction to be performed as provided in the Contract Documents.
- D.01.27 Proposal - The Bid submitted by the Bidder to the Owner on the Bid form signed properly setting forth the Work to be done and the price for which the Bidder agrees to perform the Work.
- D.01.28 Shop Drawings All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, Subcontractor, Manufacturer, Supplier or Distributor and which illustrate the equipment, material or some portion of the Work.
- D.01.29 Specifications - All of the documents listed in the "Table of Contents" to include the Instructions to Bidders, General Specifications, the Special Provisions and the Technical Specifications.
- D.01.30 Subcontractor - An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Project Work.
- D.01.31 Substantial Completion -The date as certified by the Owner or his agent when the construction of the Project or a specified part thereof is sufficiently complete in accordance with the Contract Documents so that the Project or specified part can be utilized for the purposes for which it was intended.
- D.01.32 Successful Bidder - Means the lowest, qualified, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) proposes to make an award.
- D.01.33 Superintendent -Contractor's site representative. The person on the site who is in full and complete charge of the Work.
- D.01.34 Work - Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, usually including the furnishing of all labor, materials, equipment and other incidentals.

1. COPIES OF BIDDING DOCUMENTS

- A. Complete sets of Bidding Documents in the number and for the sum stated in the Advertisement for Bids may be obtained as stated in the Advertisement for Bids.

- B. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Architect or Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents by Bidders and their Sub-bidders.
- C. Owner and Architect or Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- D. No Bidding Documents will be issued within seventy-two (72) hours of the time set for receiving bids.

2. QUALIFICATIONS OF BIDDERS

- A. All Bidders on the project must meet the provision of Louisiana Bid Law which requires a current Louisiana Contractor's License for submitting a Bid for this project.
 - 1. Contractors or contracting firms submitting bids in the amount of \$50,000 or more shall certify that they are licensed contractors under Chapter 24 of Title 37 ACT 49 OF 2017 which amended R.S. 37:2163 requiring a contractor to certify that he holds an active license by displaying his license number on the bid envelope. If the bid does not display the contractor's license number the bid shall be automatically rejected.
 - 2. ~~Contractors shall be licensed for the classification of _____ for this bid. Contractors must verify their license meets the license classification required to complete in whole the work specified in the contract documents for this bid.~~
 - 3. Bids in the amount of \$50,000 or more, not submitted in accordance with this requirement, shall be rejected and shall not be read. Additional information relative to licensing may be obtained from the Louisiana State Licensing Board for Contractors, Baton Rouge, Louisiana.
- B. The Owner may make such investigations deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is responsible and is properly qualified to carry out the obligations of the contract and complete the work contemplated therein. Any conditions placed on a submitted bid shall result in rejection of such bid.
- C. The following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of his Bid Proposal or Proposals; however, this list is not all inclusive:

1. More than one Bid received for the same Work from an individual, firm or partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidder is interested.
 2. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered. Participants in such collusion will receive no recognition as Bidders for any future work until any such participant shall have been reinstated as a qualified Bidder.
 3. Default or delinquency and failure to have completed on time any contract in force with the Owner at the time of Bid opening.
 4. If the Bidder has withdrawn his Bid from consideration after the Bids were opened at a previous Bid opening under this same project.
 5. For failing to pay, or satisfactorily settle, all bills due all persons furnishing labor, equipment and supplies on former contracts; or for being in arrears on existing contracts; or being in litigation with the St. Bernard Parish; or having defaulted on a previous contract.
 6. If determined the bid submitted is based on any verbal instructions contrary to the Bid Documents and addenda.
 7. If determined that all of the Contractors Sub-bidders or prospective Subcontractors are NOT duly licensed in accordance with law.
- D. Should a Bidder be disqualified, a written notice will be given which contains specific language stating the proposed disqualification with all reasons therefore.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress, performance or furnishing of the Work; (c) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) notify the Architect or Engineer and Owner of all conflicts, errors or discrepancies in the Contract Documents requiring correction, clarification or interpretation.
- B. Reference is made to the Supplementary Conditions for identification of any supplementary conditions identified if included in the contract documents.
- C. Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site are based upon information and

data furnished to Owner and Architect or Engineer by owners of such underground facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise.

- D. The lands upon which the Work is to be performed, rights-of-way and servitudes for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner, unless otherwise provided in the Contract Documents.
- E. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the site to its former condition upon completion of such explorations.
- F. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Section, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the Work.

4. INTERPRETATIONS AND ADDENDA

- A. No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.
- B. All questions about the meaning or intent of the Contract Documents are to be directed to Architect or Engineer. Interpretations or clarifications considered necessary by Architect or Engineer in response to such questions will be issued by Addenda transmitted by acceptable means in accordance with State bid laws to all parties recorded by as having received the Bidding Documents. Only answers to questions by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- C. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Architect or Engineer.
- D. No Addenda will be issued within seventy-two (72) hours of the advertised bid time, exclusive of Saturdays, Sundays, and legal holidays, without extending the bid period for at least seven (7), but not more than twenty-one (21) working days.
- E. Each Bidder shall ascertain from the Owner prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

- F. The Owner shall have the right to extend the bid date by up to (30) thirty days without the requirement of re-advertising. Any such extension shall be made by addendum issued by the Architect or Engineer.
- G. Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose.

5. BID SECURITY

- A. Each Bid must be accompanied by Bid Security made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a Bid Bond issued by a surety meeting the requirements of the General Conditions and these Instructions to Bidders. At the option of the bidder may be a cashier's check, certified check or a satisfactory Bid Bond attached to the Bid Form. No Bid will be considered unless it is so guaranteed. Bid Security (Bid Bond) must be signed by the representative of the company bidding and the representative authorized by the Power of Attorney. Cashier's check or certified check must be made payable to the order of the Owner. Cash deposits will not be accepted. The Owner reserves the right to cash or deposit the cashier's check or certified check.
- B. The Bid Security of the apparent Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Payment and Performance Bonds, whereupon the Bid Security will be returned. If the apparent Successful Bidder fails to execute and deliver the Agreement and furnish the required Bonds within ten (10) days of the Notice of Award, Owner may annul the Notice of Award, and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the forty-sixth (46th) day after the Bid Opening, whereupon Bid Security of such Bidders will be returned. Bid Security of other Bidders will be returned approximately seven (7) days after the Bid Opening. The Owner and the Bidder may mutually agree to extend the forty-five (45) calendar day's period for holding the Bids and the Bid Security.
- C. The Bid Bond shall be written by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies, which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to ten percent (10%) of policyholder's surplus as shown in the A.M. Best's Key Rating Guide. Company must have a registered agent in the State of Louisiana.

6. CONTRACT TIME

- A. The number of consecutive calendar days within which the Work is to be completed (the Contract Time) is set forth in the Agreement.

7. **LIQUIDATED DAMAGES**

- A. Provisions for liquidated damages are set forth in the Agreement.

8. **BID FORM**

- A. The Bid Form shall be completed in ink or by typewritten. All blanks on the Bid Form must be completed. Bid Forms must be signed properly and shall not be photocopied after signatures and submitted for consideration as a responsible bid submission. Signatures, printed names and printed titles shall not be photocopied and submitted as a responsible bid. Bid forms shall be signed by the authorized individual in ink and shall not be photocopied. Illegible or ambiguous printed or typed names therein may constitute justification for rejection of the Bid.
- B. Form and Style of Bids
- 1.) Bids shall be submitted on the Louisiana Uniform Public Work Bid Form provided by the Architect or Engineer.
 - 2.) All blanks on the Bid Form shall be filled in manually in ink or typewritten.
 - 3.) Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.
 - 4.) Any interlineation, alteration or erasure must be initialed by the signer of the bid or his authorized representative.
 - 5.) Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the bid non-responsive and shall cause its rejection.
 - 6.) Bidders are cautioned to complete all unit prices should such be required in the Bid Form. Unit prices represent a price proposal to do a specified quantity and quality of work. Unit prices are incorporated into the base bid or alternates, as indicated on the Unit Price Form, but are not the sole components thereof.
 - 7.) Bidders are strongly cautioned to ensure that all blanks on the bid form are completely and accurately filled in.
 - 8.) Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.
 - 9.) The Bid must contain an acknowledgment of receipt of all Addenda(s).
- C. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable under any of the following conditions:

- (a) A corporate resolution or a copy of the detailed record from the Secretary of State business filings page submitted with the bid package as required by R.S. 38:2212(B)(5).
- (b) Pursuant to R.S. 38:2212(B)(5). Written evidence of the authority of the person signing the bid for public works shall be submitted at the time of bidding. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:
 - (i) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.
 - (ii) The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.
 - (iii) The legal entity has filed in the appropriate records of the secretary of state of this state, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.
- D. On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under La. R.S. 37: 2150-2173 and show his license number on the bid above his signature or his duly authorized representative.
- E. The address of the bidder must be shown on the Bid Form.

9. SUBMISSION OF BIDS

- A. Bids shall be submitted at or before the time and at the place indicated in the Advertisement for Bids. Any Bids received after the stated time will not be accepted under any circumstances. All envelopes containing the Bids must be sealed and marked on the exterior with the following:
 - Louisiana Contractor's License Number
 - "ST. BERNARD PARISH DEPARTMENT OF PUBLIC WORKS"
 - Bidder's Name
 - Return Address
 - Project Name.

To be a valid delivery, Sealed Bids must be delivered electronic by Central Bidding or by hand to St. Bernard Parish Government Department of Public Works, 1125 East St. Bernard Highway, Chalmette, Louisiana during the normal business hours of 8:30 a.m. to 4:30 p.m. Monday through Friday on or before the time specified in the Advertisement for Bid.

- B. Bid Proposals shall be received from Bidders only on the Bid Form in the Bidding Documents.
- C. The price quoted for the Work shall be stated in figures and in writing on the Louisiana Uniform Public Work Bid Form and only in figures on the Louisiana Uniform Public Work Unit Price Form. The price in the Bid shall include all costs necessary for the complete performance of the Work in full conformity with the conditions of the Contract Documents, and shall include all applicable Federal, State, Parish, Municipal or other taxes. The price bid for the items listed on the Bid Form will include the cost of all related items not listed, but which are normally required to do the type of Work bid.
- D. Bidders shall not attach any conditions or provisions to the Proposal.
- E. The Contractor shall include in the Bid the cost of furnishing a Performance and Payment Bonds.

10. MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bid may not be modified, withdrawn or canceled by the Bidder during the time the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty eight (48) hours of the Bid Opening excluding Saturdays, Sundays and legal holidays". And the bid security will be returned.
- B. Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.
- C. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.
- D. Bid Security shall be in an amount sufficient for the bid as modified or resubmitted.

11. OPENING OF BIDS

- A. Bids will be opened publicly.

- B. Bids will be read aloud, and an abstract of the amount of the Base Bids will be made available to the Bidders after the opening of the Bids.
- C. The estimate of probable construction costs by announcing aloud the estimate at the bid opening.

12. REJECTION OF BIDS

- A. R.S. 38:2214(B) provides that the public entity may reject for just cause any and all bids, including but not limited to:
 - 1.) The public entity's unavailability of funds sufficient for the construction of the proposed public work;
 - 2.) The failure of any bidder to submit a bid within an established threshold of the preconstruction estimates for that public work, as part of the bid specifications;
 - 3.) A substantial change by the public entity prior to the award in the scope or design of the proposed public work;
 - 4.) A determination by the public entity not to build the proposed public work within twelve months of the date for the public opening and reading of bids; and
 - 5.) The disqualification by the public entity of all bidders.

13. BIDS TO REMAIN OPEN

- A. All bids shall remain open for forty-five (45) calendar days after the day of the Bid opening, but Owner may, at its sole discretion, release any Bid and return the Bid Security prior to that date.
- B. Extensions of time when Bids shall remain open beyond the forty-five (45) period may be made only by mutual agreement between the Owner, the apparent Successful Bidder and the surety for the apparent Successful Bidder.

14. POST BID INFORMATION SUBMITTALS

- 1. St. Bernard Parish Government Non-Collusion and Non-Solicitation Affidavit must be used and properly signed by the contractor and notarized by a licensed Notary Public having jurisdiction. Non-Collusion and Non-Solicitation Affidavit must be submitted to the Architect/Engineer within ten (10) calendar days of bid opening by the apparent low bidder. If the apparent low bidder does not submit the Non-Collusion and Non-

Solicitation Affidavit as required by the bidding documents within ten (10) calendar days of the bid opening, such bidder will be declared non-responsive and the bid will be awarded to the next lowest bidder and afford the next lowest bidder not less than ten (10) calendar days from the date the apparent low bidder is declared non-responsive, to submit the proper information/ documentation as required by the bidding documents, and may continue such process until the public identity either determines the low bidder or rejects all bids.

2. In accordance with La. R.S. 38:2227, La. R.S. 38:2212.10 and La. R.S. 23:1726(B) each bidder on this project must submit the completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package. The Attestations Affidavit form shall be submitted to the Owner within 10 calendar days after the opening of bids.
3. Should the Owner request additional information about the Bidder and proposed subcontractors, Bidder shall submit within ten (10) calendar days of Owner's request the specific additional information requested by the Owner to define in greater detail the Bidder's Bid Proposal for Owner's evaluation. Such information shall have the same legal significance as if submitted with the original Bid and, if the Bid is accepted, shall become legally binding on the Successful Bidder.
4. Schedule of Values and Proposed Project Schedule must be submitted to the Architect/Engineer within ten (10) calendar days of bid opening by the apparent low bidder. If the apparent low bidder does not submit the Schedule of Values and Proposed Project Schedule as required by the bidding documents within ten (10) calendar days of the bid opening, such bidder will be declared non-responsive and the bid will be awarded to the next lowest bidder and afford the next lowest bidder not less than ten (10) calendar days from the date the apparent low bidder is declared non-responsive, to submit the proper information/documentation as required by the bidding documents, and may continue such process until the public identity either determines the low bidder or rejects all bids.
5. A sworn affidavit must be must be submitted to the Architect/Engineer attesting to the bidder's participation in a status verification system to ensure that all employees in the State of LA are legal citizens or legal aliens of the United States within ten (10) calendar days of bid opening by the apparent low bidder. If the apparent low bidder does not submit the E-Verification as required by the bidding documents within ten (10) calendar days of the bid opening, such bidder will be declared non-responsive and the bid will be awarded to the next lowest bidder and afford the next lowest bidder not less than ten (10) calendar days from the date the apparent low bidder is declared non-responsive, to submit the proper information/documentation as required by the bidding documents, and may continue such process until the public identity either determines the low bidder or rejects all bids.

A Sample Affidavit for E Verification is included in the specifications.

15. AWARD OF CONTRACT (BASIS OF AWARD)

- A. It is the intention of the Owner to award this contract to a Bidder competent to perform and complete the Work in a satisfactory manner and who proposes to employ subcontractors, if any, competent to perform their portion of the Work in a satisfactory manner.
- B. The Owner reserves the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Bids which are unsigned or are not accompanied by the required Bid Security shall be irrevocably rejected. When one or more Bid is rejected, the reason therefore shall be given. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced unit prices or irregularities of any kind. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified, possesses doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies between words and figures will be resolved in favor of words. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. If required, a Bidder shall furnish satisfactory evidence of his competence and ability to perform the Work stipulated in his Bid. Incompetence to properly perform the Work will constitute cause for rejection.
- C. The Contractor will be required to establish to the satisfaction of the Owner the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to such proposed Subcontractor's respective trades. The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers. The General Contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's/or Material Supplier's failure to perform. Failure to perform includes, but is not limited to, a Subcontractor's financial failure, abandonment of the project, failure to make prompt delivery, or failure to do work up to standard. Under no circumstances shall the Owner mitigate the General Contractor's losses or reimburse the General Contractor for losses caused by these events.
- D. Subcontractors and other persons and organizations selected by the Bidder must be used on the work for which they were proposed and shall not be changed except with the written approval of the Owner.
- E. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data as may be requested in the Bid Form prior to Notice of Award.
- F. Owner reserves the right to request further additional or specific information about the Bidder, and subcontractors. The owner will also consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work whose identity must be submitted as provided in this section and these Instructions to Bidders.

- G. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- H. If the contract is to be awarded, it will be awarded to the lowest responsible and responsive Bidder with the lowest Base Bid Lump Sum Price including any alternates.
- I. In analyzing Bids, the Owner may take into consideration alternates and unit prices, if requested by the Bid forms.
- J. If the Contract is awarded, the Owner shall give the successful Bidder written notice of the award within forty-five (45) days after the opening of the Bids.

16. NON-COLLUSION AND NON-SOLICITATION AFFIDAVIT

St. Bernard Parish Government Non-Collusion and Non-Solicitation Affidavit must be used and properly signed by the contractor and notarized by a licensed Notary Public having jurisdiction. Non-Collusion and Non-Solicitation Affidavit must be submitted to the Architect/Engineer within ten (10) calendar days of bid opening by the apparent low bidder. If the apparent low bidder does not submit the Non-Collusion and Non-Solicitation Affidavit as required by the bidding documents within ten (10) calendar days of the bid opening, such bidder will be declared non-responsive and the bid will be awarded to the next lowest bidder and afford the next lowest bidder not less than ten (10) calendar days from the date the apparent low bidder is declared non-responsive, to submit the proper information/ documentation as required by the bidding documents, and may continue such process until the public identity either determines the low bidder or rejects all bids.

17. SCHEDULE OF VALUES AND PROJECT SCHEDULE

Schedule of Values and Proposed Project Schedule must be submitted to the Architect/Engineer within ten (10) calendar days of bid opening by the apparent low bidder. If the apparent low bidder does not submit the Schedule of Values and Proposed Project Schedule as required by the bidding documents within ten (10) calendar days of the bid opening, such bidder will be declared non-responsive and the bid will be awarded to the next lowest bidder and afford the next lowest bidder not less than ten (10) calendar days from the date the apparent low bidder is declared non-responsive, to submit the proper information/documentation as required by the bidding documents, and may continue such process until the public identity either determines the low bidder or rejects all bids.

18. E VERIFICATION

A sworn affidavit must be must be submitted to the Architect/Engineer attesting to the bidder's participation in a status verification system to ensure that all employees in the State of LA are legal citizens or legal aliens of the United States within ten (10) calendar days of bid opening by the apparent low bidder. If the apparent low bidder does not submit the E-Verification as required by the bidding documents within ten (10) calendar days of the bid opening, such bidder will be declared non-responsive and the bid will be awarded to the next lowest bidder and afford the next lowest bidder not less than ten (10) calendar days from the date the apparent low bidder is declared non-responsive, to submit the proper information/documentation as required by the bidding documents, and may continue such process until the public identity either determines the low bidder or rejects all bids.

A Sample Affidavit for E Verification is included in the specifications.

19. ATTESTATION AFFIDAVIT

A sworn affidavit must be submitted to the Architect/Engineer attesting to past criminal convictions, verification of employees, and certification regarding unpaid Workers Compensation Insurance of bidders within ten (10) calendar days of bid opening by the Oapparent low bidder. If the apparent low bidder does not submit the attestation affidavit as required by the bidding documents within ten (10) calendar days of the bid opening, such bidder will be declared non-responsive and the bid will be awarded to the next lowest bidder and afford the next lowest bidder not less than ten (10) calendar days from the date the apparent low bidder is declared non-responsive, to submit the proper information/documentation as required by the bidding documents, and may continue such process until the public identity either determines the low bidder or rejects all bids.

The Attestation Form is included in the specifications.

20. SYSTEM FOR AWARD MANAGEMENT

Sam.gov website is a national database for all recipients of federal funds. The website for the SAM system is at www.sam.gov. The website enables St. Bernard Parish Government to verify contractor eligibility of award of contract.

The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding /reimbursement; therefore, all prospective bidders are encouraged to register. Applicants are required to renew their registration with SAM annually.

Apparent low bidder must register within ten (10) calendar days of bid opening. If the apparent low bidder is not registered as required by the bidding documents within ten (10) calendar days of the bid opening, such bidder will be declared non-responsive and the bid will be awarded to the next lowest bidder and afford the next lowest bidder not less than ten (10) calendar days from the date the apparent low bidder is declared non-responsive, to submit the proper information/documentation as required by the bidding documents, and may continue such process until the public identity either determines the low bidder or rejects all bids.

Bidder awarded the contract must maintain an active registration with Sam and throughout the entire period of performance of an award.

21. AGREEMENT AND EXECUTION

- A. The standard Agreement form enclosed with the Contract Documents is a "SAMPLE" only, and shall not be construed as the executable agreement. It is enclosed with the Contract Documents for the guidance of the Owner and the Contractor. It has important legal consequences and consultation with an attorney is encouraged with respect to its modifications or execution.
- B. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds and insurance certificates.
- C. Failure of the successful Bidder to execute the Agreement and deliver the required Bonds within ten (10) days of the notice of the award shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited.
- D. At least four (4) counterparts of the Agreement and of such other Contract Documents as practicable shall be signed by the Owner and the Contractor. The Owner shall identify those portions of the Contract Documents not so signed and such identification shall be binding on both parties. The Owner and the Contractor shall each receive an executed counterpart of the Contract Documents.

22. PERFORMANCE/PAYMENT BOND

In order to insure the faithful performance of each and every condition, stipulation and requirement of the Contract 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 Performance/Payment 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 has been provided. The Surety Company shall be approved by the Owner and the cost of the Bonds shall be paid for by the Contractor unless otherwise stipulated.

23. QUALIFICATIONS OF SURETY COMPANIES

In order to be acceptable to the Owner, a surety company issuing one hundred percent (100%) Performance/Payment Bonds, called for in these Specifications, shall meet and comply with the following minimum standards:

- A. Surety must be currently licensed to do business in the State of Louisiana and shall comply with the provisions of Louisiana State Law.
- B. No Surety Company will be accepted as a bondsman who has no permanent agent or representative in the State upon whom notices referred to in these Specifications may be served. Service 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.
- C. To be acceptable as Surety on a Contract with the Parish of St. Bernard, the company must hold Certificate of Authority from the United States Treasury Department as acceptable surety on Federal Bonds. This provision does not limit penal sum of bonds which surety companies may execute. Net retention, however, cannot exceed underwriting limitation placed on surety by Treasury Department and excess risk must be protected by Certificate of Re-Insurance or Co-Insurance furnished to Owner within forty-five (45) days of date of execution of Contract.
- D. Surety bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide, and a Class 8 or better General Policy Holders Rating all in accordance to the latest A.M. Best Company Rating, to write individual bonds up to ten percent (10%) of policy-holder's surplus as shown in the A.M. Best's Key Rating Guide.
- E. No surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best, up to a limit of ten percent (10%) of policyholder's surplus as shown by A.M. Best in the State of Louisiana.
- F. Surety shall have been in business and have a record of successful continuous operations for at least five (5) years.
- G. Attorneys-in-fact who sign Performance/Payment Bonds must file with such bond a certified copy of their power of attorney to sign such bond.
- H. Agents of surety companies must list their name, address, and telephone number on all bonds.
- I. Bonds shall be countersigned by a person who is contracted with the surety company as an agent, who is licensed as an insurance agent in Louisiana, and who resides in the State of Louisiana.

- J. The life of the bonds shall extend twelve (12) months beyond the date of final payment and shall contain a waiver of alteration to the terms of the Contract, extensions of time, and/or forbearance on the part of the 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.
- K. 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 furnish a new Bond in another company approved by the Owner, at no cost to the Owner. The new Bond shall be executed under the same terms and conditions as the original Bond.
- L. The Contractor's bondsman shall obligate himself to all the terms and covenants of these Specifications 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 him from any of his obligations hereunder.
- M. The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with Drawings and Specifications. 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 or concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of the Architect or Engineer occurring through failure of the Contractor to perform.
- N. The surety of the Contractor shall be and does hereby declare and acknowledge himself by acceptance to be bound to the Owner as a guarantor, jointly and in solido with the Contractor, for fulfillment of terms as set forth in these Specifications.

24. INDEMNIFICATION, HOLD HARMLESS AGREEMENT

- A. The Contractor shall indemnify and hold harmless the Owner and the Architect or Engineer from any and all suits, costs, penalties or claims for infringement by reason of use or installation of any patented design, device, material or process, or any trademark and copyright in connection with the Work agreed to be performed under this Contract, and shall indemnify and hold harmless the Owner and the Architect or Engineer for any costs, expenses and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after completion of the Work.

25. ASSIGNMENT

- A. Neither party to this Contract shall assign or sublet his entire interest in this Contract without written consent of the other, nor shall the Contractor assign any monies due or to become due to him under this Contract without previous written consent of the Owner, nor without the consent of the surety unless the surety has waived its right to notice of assignment.

26. PROTESTS

Owner is responsible for resolution of protests of contract award, claims, disputes, alleged patent infringements, alleged license fees and other related procurement matters in accordance with sound business judgment and good administrative practice. The following procedures shall be used for this purpose:

- A. Any party with a direct financial interest adversely affected by Owner's procurement decision shall file a protest under this Article or be barred further relief.
- B. A protest must meet the following criteria: (a) be in writing (oral protests shall not be permitted); (b) adequately state the basis of the protest and the relief requested; and (c) be received by Owner within seven (7) days from the date the basis of the protest was, or should have been known.
- C. Owner shall take actions on protests within forty-five (45) days of the receipt thereof. Owner may defer the protested procurement upon receipt of a procedurally adequate protest, provided that, in any event, award of a contract or subcontract or procurement of a sub-item may be permitted, at the Owner's sole discretion, where it will not materially affect resolution of the protest.
- D. A protest shall be limited to (a) issues arising from the procurement provisions of the Contract and (b) state or local law. No protest may be filed with respect to basic project design.
- E. The Owner's Attorney will establish procedures for resolution of protests. The Owner will rely for resolution of the protest, on decisions issued under Louisiana Law, as well as decisions issued by other states, Federal courts, the U.S. Comptroller General or other Federal agencies with extensive procurement expertise, if Louisiana Law is not clearly established.

27. COORDINATION OF DRAWINGS, SPECIFICATIONS AND SPECIAL PROVISIONS

The Drawings, Specifications, Standard and Supplementary General Conditions, Special Provisions and all supplementary Drawings and documents are essential parts of the Contract. A requirement occurring in one is just as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete work. In case of discrepancy, figured dimensions (unless obviously incorrect) shall govern over scaled dimensions. Specifications shall govern over Drawings. Special Provisions shall govern over both Drawings and Specifications. Technical Specifications shall govern over Standard Specifications.

- A. If Contractor finds a conflict, error or discrepancy in the Contract Documents he shall call it to the Architect or Engineer attention, in writing, at once and before proceeding with the Work affected thereby; however, he shall not be liable to Owner or Architect or Engineer for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The general notes on the Drawings shall be considered special provisions. Figure dimensions on Drawings shall govern over scale dimensions, and detail Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described herein which so applied to this Project are covered by a well known technical meaning or specification shall be deemed to be governed by such recognized standards unless specifically excluded.
- B. Unless otherwise provided in the Contract Documents, the Architect or Engineer will furnish to the Contractor, free of charge not to exceed four (4) copies of Drawings and Specifications for the execution of Work. The Drawings and Specifications are the property of the Owner and Architect or Engineer and are to be returned to him when they have served the purpose for which they are intended. The Contractor shall keep one copy of all Drawings and Specifications, including revisions, Addenda, details, Shop Drawings, etc. on the Work in good order available to the Owner, the Architect or Engineer, their representatives or the regulatory agency of the governmental body having jurisdiction in the area of the Work.
- C. The Contractor shall not take advantage of any apparent error or omission in the Drawings or Specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Architect or Engineer for his interpretation. The Architect or Engineer will make such corrections and decisions in writing as deemed necessary to carry out the intent of the Drawings or Specifications. In the event the Architect or Engineer is non-responsive to the request the contractor may contact the Owner to assist with facilitation of a response.

28. St. Bernard Parish Government General Insurance Requirements.

Any person or company contracting with the St Bernard Parish Government (hereafter referred to as "The Contractor") shall purchase and maintain, for the duration of the contract, insurance for any and all claims including but not limited to injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, volunteers, employees or subcontractors, etc.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee.

If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law, coverage shall be included and include crewmembers or vessels including transportation, wages, and maintenance with the Employers Liability limit

increased to a minimum of \$1,000,000. Coverage with an "In Rem" endorsement should the work to be performed involve watercraft.

2. **Commercial General Liability**

Commercial General Liability insurance, Broad Form Damage, including Personal and Advertising Injury Liability, Contractual Liability for Contractor's obligation assumed hereunder, Independent Contractors Coverage, Premises/Operations and Products/Completed Operations. There shall be a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

If applicable, coverage for occurrences results from blasting, explosion or collapse, damage to underground property and injury or destruction of any property resulting there from.

3. **Environmental Pollution Liability**

Pollution Liability insurance, including gradual release as well as sudden and accidental shall have a minimum limit of not less than \$1,000,000 per claim \$2,000,000 Aggregate. Higher limits may be required based on work being performed. This policy should be on an Occurrence basis. Coverage should include the contractor's self-performed work and extend to that of their contractors.

A claims-made form will be acceptable with a policy period inception date of no later than the first day of anticipated work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy.

4. **Commercial Automobile Liability**

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

5. **Excess Umbrella**

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

6. **Aircraft & Watercraft Liability**

When used by contractor in connection with the work described hereunder, such insurance to include all leased, hired or other non-owned aircraft or watercraft.

Minimum Liability Limits:	Aircraft:	\$10,000,000
	Watercraft:	Limits up to the value of the vessel or \$5,000,000, whichever is greater.

Watercraft to have "In Rem" endorsement. Protection and Indemnity Insurance on all watercraft owned, operated and/or chartered by a contractor.

7. Professional Liability (Errors & Omissions) Insurance

Insurance shall be maintained appropriate to the Contractors profession, with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. St. Bernard Parish Government

does not have to be named as an additional Insured on this policy.

8. Flood Insurance

Flood insurance is required on all *eligible* construction contracts.

- a. If at the time of the contract, there is a current NFIP flood insurance policy in effect that the St. Bernard Parish Government purchases through the NFIP but the construction cost increases the value of the building within the \$500,000 NFIP limit, the contractor is responsible for any additional NFIP premium to bring the coverage up to the greater of the fully-completed project value or the amount of the construction contract including any amendments or change orders, including content coverage, if such is part of the construction contract.
- b. If at the time of the contract, there is a current NFIP flood insurance policy in effect that the St. Bernard Parish Government purchases through the NFIP, Excess Flood Insurance is required if the construction cost increases the value of the location above the NFIP \$500,000 maximum policy limit. Coverage shall be equal to the greater of the fully-completed project value or the amount of the construction contract including any amendments or change orders and shall be upon the entire work included in the contract, including content coverage, if such is part of the construction contract.

Excess Flood Insurance may be provided by the contractor as part of a Builders Risk policy in lieu of a separate Excess Flood policy but either type of flood insurance coverage is acceptable.

- c. If St. Bernard Parish Government does not have a current NFIP flood insurance policy in place, the contractor shall obtain flood insurance. Coverage may be through the NFIP for the first layer up to the \$500,000 maximum policy limits allowed. Should the fully-completed project value or the amount of the construction contract including any amendments or change orders exceed the \$500,000 NFIP maximum policy limit, an Excess Flood insurance policy or Builders' Risk policy which includes flood insurance coverage is required, including content coverage, if such is part of the construction contract.
- d. Contractor shall be responsible for obtaining the elevation certificate should one be needed to secure insurance coverage. For new construction, upon completion of the job, the contractor shall furnish the St. Bernard Parish Government with an

elevation certificate for each building which is part of the contract.

9. Builder's Risk

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

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

The Contractor shall:

- a. Be responsible for all deductibles and self-insured retentions;
- b. Be responsible for all work in progress until final completion;
- c. Procure and maintain for the duration of the work and until acceptance by owner, an All Risk Builders Risk Policy, including Flood and Named Windstorms;
- d. Name the St. Bernard Parish Government as a Loss Payee or Named Insured;
- e. Provide proof of coverage.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverage

- a. The St. Bernard Parish Government, its officers, agents, employees and volunteers shall be named as an Additional Insured with a Waiver of Subrogation as regards negligence by the contractor. ISO Form CG 20 10 (or current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the parish.
- b. The Contractor's insurance shall be primary as respects the St. Bernard Parish Government, its officers, agents, employees and volunteers. Any insurance or self-

insurance maintained by the St. Bernard Parish Government shall be excess and non-contributory of the Contractor's insurance.

- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the St. Bernard Parish Government, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the St. Bernard Parish Government.

3. All Coverage

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the St. Bernard Parish Government. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the St. Bernard Parish Government for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the St. Bernard Parish Government, its officers, agents, employees and volunteers.
- e. If the Contractor maintains higher limits than the minimum show herein, the St. Bernard Parish Government shall be entitled to coverage to the higher limits maintained by the Contractor.
- f. If the Contractor does not maintain proper coverage, he will be given notice to stop work and informed that any such stoppage is a violation of the contract and that the contractor is liable for any losses or delays.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall

submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the St. Bernard Parish Government with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the St. Bernard Parish Government y before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The St. Bernard Parish Government reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the St. Bernard Parish Government, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

The Contractor shall include all subcontractors as an insured under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The St. Bernard Parish Government reserves the right to request copies of subcontractor's Insurance policies or Certificates of Insurance at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or fails to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the St. Bernard Parish Government, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance.

The parties also hereby agree that the St. Bernard Parish Government, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the St. Bernard Parish Government, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the St. Bernard Parish Government, all Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability

arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the St. Bernard Parish Government, Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto.

NOTE: Certain jobs may have risks and exposures that require additional or specific insurance requirements. If there are any questions, please contact Stephanie Bradbury, Risk Manager for the St. Bernard Parish Government at 504-278-4246 or email at sbradbury@sbpg.net.

29. LABOR, WORKING HOUR

- A. No work shall be done between 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays, or legal holidays without prior written permission from the ARCHITECT OR ENGINEER.
- B. Requests to work during other than regular working hours must be submitted to the ARCHITECT OR ENGINEER at least forty-eight (48) hours, excluding Saturdays, Sundays, and legal Holidays, in advance of the period proposed for such overtime work and shall set forth the proposed schedule for overtime work to give the ARCHITECT OR ENGINEER ample time to arrange for his/her personnel to be at the site of the work.

30. PERIODIC PAY REQUESTS

- A. Pay Requests are to be prepared in accordance with the procedures established under the contract, generally once a month routed and reviewed through the Architect or Engineer or Owners Project Manager for the contract.
- B. Payment for Earnings will be made in accordance with the contract, but the contractor's pay request must show one line item for the cost for materials/supplies purchased as the Parish's Agent, the second line item for an amount arrived at by the mathematical subtraction of "materials/supplies purchased" from the amount earned and the grand total of the these two line items.
- C. The Contract Price may only be changed by a Modification by Change Order to the executed Agreement. Any claim for an increase in the Contract Price shall be based on written notice delivered to the Owner within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice to the amount of the claim with supporting data shall be delivered within twenty-one (21) calendar days of such occurrence unless Owner, by written notice to the Contractor, requires less time to ascertain

additional cost or time extension; or by written notice to the Contractor St. Bernard Parish allows an additional period of time to ascertain accurate cost data.

31. OWNER FURNISHED EQUIPMENT

- A. All materials and equipment shall be furnished by the Contractor, except as otherwise noted.
- B. The Owner will furnish to the contractor for installation the equipment noted on the drawings, specifications, etc., and as indicated in the Advertisement for Bids.

32. SUBSTITUTE MATERIALS OR PRODUCTS

- A. In unusual cases where a closed specification has been justified for prior acceptance by the Owner, the naming of that product in the Drawings and Specifications will be followed by wording indicating that no substitution is permitted.
- B. Otherwise, where the Drawings and Specifications identify a product by a specific brand, make, manufacturer or definite specification, it is to establish the required quality standard for the product regarding style, type, and character, materials of construction, function, accessories, dimensions, appearance and durability. Products which are determined to be equivalent by the Architect or Engineer will be acceptable. Products which are specified by a specific brand, make or manufacturer's name may also be specified by its applicable model or catalog number or other product designation.
- D. The intent of the Specifications is, to the greatest extent, to list materials and products of predominant origin within the United States. The Contractor is encouraged, but not required, to acquire materials and products of predominant origin within the United States.

33. Sub-Contractors

If it becomes necessary for the prime Contractor to use subcontractors, the Parish requests the prime Contractor to use Louisiana vendors as well as St. Bernard Parish vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the Parish.

34. Civil Rights Compliance

Contractor must comply with Title VI of the Civil Rights Act of 1964. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities. Any act of discrimination by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

35. Small and Minority Owned Business and Women Business

Contractor must make positive efforts to use small and minority owned business and women business enterprises as required by 2 CFR 200.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

36. Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

37. Clean Air Act

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

38. Energy Policy and Conservation Act

The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

39. Clean Water Act

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

40. Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

41. Federal Funded Projects

The Contractor must comply with 2 CFR 200

END OF SECTION

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. Bernard Parish Government
Department of Public Works
1125 East St. Bernard Highway
Chalmette, Louisiana 70043

BID FOR: St. Bernard Water Treatment Plant
Removal and Install New Sand and Anthracite
One through Six Filters

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by St. Bernard Parish Government, Department of Public Works and dated: February, 2025.

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

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

_____ Dollars (\$ 519,262.⁷⁹)

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

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A _____ Dollars (\$ _____)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A _____ Dollars (\$ _____)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A _____ Dollars (\$ _____)

NAME OF BIDDER: United Rentals (North America), Inc.

ADDRESS OF BIDDER: P.O. Box 840514

Dallas, Texas 75284-9514

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 08510-Business License

NAME OF AUTHORIZED SIGNATORY OF BIDDER: ERIK VORHOFF

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Branch Manager

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: Erik Vorhoff

DATE: 3/24/2025

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** A **CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work, as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

NON-COLLUSION AND NON-SOLICITATION AFFIDAVIT
PROJECT:

STATE OF LOUISIANA

PARISH OF ST. BERNARD

BEFORE ME, the undersigned authority, personally came and appeared,
ERIK VORHOFF
(Name of Authorized Representative of Bidder)
who after being by me duly sworn, deposed and said that he is the fully
authorized Branch Manager of
United Rentals (North America), Inc. (hereinafter referred to as bidder),
the party who submitted a bid for WTP Removal and Install New Sand and Anthracite, 1 through 6 Filters (1)
which bid was received by St. Bernard Parish on 3/24/2025
and said affiant further said:

- (1) That bidder employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder; and
- (2) That no part of the contract price received by bidder was paid or will be paid to any persons, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the bidder whose services in connection with construction of the public building or project were in the regular course of their duties for bidder.
- (3) Said bid is genuine and the bidder has not colluded, conspired or agreed, directly or indirectly, with any other bidder to offer a sham or collusive bid.
- (4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.
- (5) Said bid is not intended to secure an unfair advantage of benefit from the Parish of St. Bernard or in favor of any person interested in the proposed contract.
- (6) All statements contained in said bid are true and correct.

AFFIDAVIT

- (7) Neither affiant nor any member of his company has divulged information regarding said bid or any data relative thereto to any other person, firm or corporation.


Authorized Signature

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 24

DAY OF March, 2025


NOTARY PUBLIC



Power of Attorney Attached

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF _____, INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____,
INCORPORATED, DULY NOTICED AND HELD ON _____, 202____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED
IT WAS:

RESOLVED. THAT _____, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF ST. BERNARD OR ANY OF ITS
AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT
LIMITED TO THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS,
BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT
THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE
PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY
RATIFYING, APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY
SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND
CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE
ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF
SAID CORPORATION, AND THE SAME HAS NOT BE
REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE

Name of Project

Project No.

STATE OF Louisiana

PARISH OF St. Bernard

ATTESTATIONS AFFIDAVIT

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

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

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

(a) Public bribery (R.S. 14:118)

(c) Extortion (R.S. 14:66)

(b) Corrupt influencing (R.S. 14:120)

(d) Money laundering (R.S. 14:23)

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

(a) Theft (R.S. 14:67)

(f) Bank fraud (R.S. 14:71.1)

(b) Identity Theft (R.S. 14:67.16)

(g) Forgery (R.S. 14:72)

(c) Theft of a business record
(R.S. 14:67.20)

(h) Contractors; misapplication of
payments (R.S. 14:202)

(d) False accounting (R.S. 14:70)

(i) Malfeasance in office (R.S. 14:134)

(e) Issuing worthless checks
(R.S. 14:71)

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

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

WTP Removal and Install New Sand and
Anthracite, 1 through 6 Filters

Name of Project

87458230

Project No.

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

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

United Rentals (North America), Inc.

NAME OF BIDDER

Erik Vorhoff

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

3/24/2025

Branch Manager

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

Erik Vorhoff

SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER/AFFIANT

Sworn to and subscribed before me by Affiant on the *24* day of *March*, 20 *25*

Notary Public



ATT-2

SAMPLE
Employment Status Verification
AFFIDAVIT
For
St. Bernard Parish Government

STATE OF Louisiana

PARISH/COUNTY OF St. Bernard

BEFORE ME, the undersigned authority, personally came and appeared,
ERIK VORHOFF, (Affiant) who after being duly sworn, deposed and said that
he/she is the fully authorized Branch Manager of United Rentals (North America), Inc.
(Entity), the party who submitted a Bid entitled WTP Removal and Install New Sand and
Anthracite, 1 through 6 Filters,
to St. Bernard Parish. (Choose one of the following):

X Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

_____ Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.

[Signature]
Signature of Affiant

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS 24
DAY OF MARCH, 2025

[Signature]
NOTARY PUBLIC



ESV-1

AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 202____, by and between the St. Bernard Parish Government, St. Bernard Parish, Louisiana, referred to in these Contract Documents as "OWNER" acting, as the context requires, either on its own behalf or as the governing authority of the political subdivision which has the legal authority and responsibility for this agreement and for whom the Work is being performed, and acting through its President and his authorized agents, and _____ (CONTRACTOR's legal name) referred to in these Contract Documents as "CONTRACTOR" (the "Agreement"):

WITNESSETH THAT:

WHEREAS, in accordance with law, OWNER has caused the Contract Documents to be prepared and an Invitation to Bid to be published for and in connection with the project: **St. Bernard Water Treatment Plant Removal and Install New Sand and Anthracite One Through Six Filters.**

WHEREAS, CONTRACTOR, in response to the Invitation to Bid, has submitted to OWNER, in the manner and at the time specified, a sealed bid in accordance with the Instructions to Bidders; and

WHEREAS, OWNER, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined CONTRACTOR to be entitled to the award for the Work in accordance with the law and has duly awarded to CONTRACTOR a contract therefor, for the sum or sums named in CONTRACTOR's bid.

NOW THEREFORE, in consideration of the compensation to be paid to CONTRACTOR and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, OWNER, for itself and its successors, and CONTRACTOR for itself, and its successors and assigns, as follows:

ARTICLE I.

A. Owner, through the Parish President of St. Bernard Parish, **Louis Pomes**, does hereby grant and confirm unto CONTRACTOR the Contract to perform the Work under **Project: St. Bernard Water Treatment Plant Removal and Install New Sand and Anthracite One Through Six Filters.** in accordance with the CONTRACTOR's written bid proposal dated _____, a copy of which is attached hereto and made a part hereof.

B. The CONTRACTOR shall perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract and the furnishing of all materials and equipment required to be incorporated in and to form a permanent part of the Work; tools, equipment, supplies, transportation,

facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by CONTRACTOR for the Work included in and covered by OWNER's official award of this Contract to CONTRACTOR; such award being based on the acceptance by OWNER of CONTRACTOR's bid.

ARTICLE II.

The Project has been designed by St. Bernard Parish Government, Department of Public Works, who is hereinafter called ARCHITECT/ENGINEER and who is to act as OWNER's representative, to assume all duties and responsibilities and to have the rights and authority assigned to ARCHITECT/ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III.

A. All notices, letters, and other communications directed to OWNER shall be delivered or addressed and mailed (along with one copy), postage prepaid to the ARCHITECT/ENGINEER at the address in the Invitation to Bid, with one additional copy addressed and mailed to:

St. Bernard Parish Government
Department of Public Works
1125 E. St Bernard Highway
Chalmette, Louisiana 70043

B. In addition, one copy of all correspondence directed to the ARCHITECT/ENGINEER shall be sent to the OWNER. The business address of CONTRACTOR given in this Agreement and CONTRACTOR's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communications to CONTRACTOR will be mailed or delivered. CONTRACTOR shall notify ARCHITECT/ENGINEER and OWNER of any change of address immediately.

ARTICLE IV.

That OWNER shall pay to CONTRACTOR for performance of the Work embraced in this Contract, in accordance with the Contract Documents, and CONTRACTOR shall accept as full compensation therefor, the sum (subject to adjustment as provided in the Contract Documents) of _____ Dollars (\$_____) for all Work covered by and included in the Contract award and designated in the foregoing Article I; payment thereof to be made in current funds in the manner provided in the Contract Documents.

Notwithstanding anything to the contrary in the foregoing, CONTRACTOR acknowledges and agrees that, pursuant to the applicable Laws and Regulations, this Agreement is subject to an annual appropriation dependency requirement to the effect that

the renewal and/or continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If the OWNER fails to appropriate sufficient monies to provide for payments under this Agreement, the Agreement shall terminate on the last day of the last fiscal year for which funds were appropriated. This ground for termination is in addition to any other grounds that are identified in the Bid Documents, General Conditions, Instruction to Bidders, Special Provisions, etc.

Estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ARCHITECT/ENGINEER.

ARTICLE V.

A. All work designed on the Plans and in the Specifications shall be executed and completed in all details (Final Acceptance) within **180 days** consecutive calendar days from the date specified in the "Order to Proceed" as the starting date for the Contract Time. The time allowed for completion of this project includes days of inclement weather as provided below and any time required for final clean-up of this project site. If agreed to by both parties in a written change order, the contract time may be extended 30 calendar days, or a fraction thereof.

B. The CONTRACTOR shall note that abnormal weather conditions shall not be an automatic cause for time extension. The Contract Time specified above includes an allowance for normal adverse weather days. The following schedule of monthly normal adverse weather conditions is based on locally collected rainfall data and constitutes the baseline for monthly weather time evaluations. Presented are the average number of days during each month that at least a tenth of an inch of rainfall was recorded over a five year evaluation period. Unless other specified, the Contractor's project work schedule shall reflect these anticipated adverse weather delays in all weather-related activities:

Monthly Anticipated Adverse Weather Days*

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
9	6	7	7	8	13	17	11	6	6	6	9

*Calendar Days, based on a five-day work week

ARTICLE VI.

A. OWNER and CONTRACTOR recognize and agree that time is of the essence of this Agreement and that the Work must be completed in every respect appropriate within the applicable time limits set forth in the Contract Documents, commencing from the date specified in the Contract Documents. OWNER and CONTRACTOR further understand and agree that it is difficult at this time to estimate the damage which the delay in completion of the Work would cause the OWNER and that, accordingly, if the CONTRACTOR shall neglect, fail, or refuse to complete the Work in accordance with the Contract Times specified in the Contract Documents, or any extension

thereof granted by the OWNER in accordance with the applicable provisions of the Contract Documents then, in addition to the other stipulated damages provided for in Article VII below, the CONTRACTOR agrees, as a part of the consideration for the award of this Contract, that OWNER shall be entitled to receive the amount or amounts per day set forth in paragraph B below from CONTRACTOR, not as a penalty but as stipulated ("liquidated") damages for delay for such breach of contract, such amounts being specifically herein agreed upon in advance as the measure of damages to the OWNER on account of such delay in the completion of the Work.

B. The CONTRACTOR shall owe OWNER liquidated damages in the amount of five hundred dollars (\$500.00) for each and every calendar day after the time specified in Article V for Substantial Completion of the Work until the Work is determined to be substantially complete in accordance with the Contract Documents. After Substantial Completion, if the CONTRACTOR shall neglect, fail, or refuse to complete the Work within the time specified in Article V for final completion, or any proper extension thereof granted by the OWNER, CONTRACTOR shall owe OWNER liquidated damages in the amount of five hundred dollars (\$500.00) for each day after the time specified in Article V for final completion until the Work is determined to be finally completed in every respect in accordance with the Contract Documents.

C. The number of calendar days in default shall be calculated exclusive of the day on which the applicable completion time was specified and shall include each and every other calendar day up to and including the day that the CONTRACTOR has been determined to satisfy its obligation for the applicable degree of completion under the Contract Documents.

D. CONTRACTOR further agrees that the expiration of the Contract Time shall, ipso facto, constitute a putting in default where CONTRACTOR has failed to complete the Work in accordance with the applicable Contract Times, and OWNER need not formally place the CONTRACTOR in default, the CONTRACTOR hereby expressly waiving any and all notices of default.

E. CONTRACTOR agrees and consents that the liquidated damages may be deducted from progress payments payable to CONTRACTOR pursuant to the Contract Documents and that CONTRACTOR shall accept the Contract Price, reduced by the aggregate amount of the liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.

ARTICLE VII.

NOT USED IN THIS CONTRACT

ARTICLE VIII.

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by

ARCHITECT/ENGINEER as provided in the General Conditions.

OWNER shall make progress payments on account of the Contract Unit Price on the basis of CONTRACTOR's Applications for Payment as recommended by ARCHITECT/ENGINEER, as provided below. All such payments will be measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

Upon receipt of the Final Application for Payment, OWNER shall pay the remainder of the Contract Price as recommended by ARCHITECT/ENGINEER as provided in the General Conditions and relevant Special Provisions.

Pursuant to LSA-R.S. 38:2248, OWNER shall retain the following percentages of each progress payment until payment is due under the terms and conditions governing retainage payment:

<u>CONTRACT AMOUNT</u>	<u>RETAINAGE</u>
\$0 - \$499,999.99	10%
\$500,000 or greater	5%

ARTICLE IX.

The Contract Documents which comprise the agreement between OWNER and CONTRACTOR, concerning the Work, consist of the documents listed in the Table of Contents, if any, and the documents identified below:

1. This Agreement.
2. Performance, Payment, and other Bonds.
3. Insurance Certificates
4. Notice to Proceed
5. Standard General Conditions of the Construction Contract
6. Special Provisions
7. Contract Documents (drawings and specifications) bearing the title Project Name, PW No., Addenda numbers _____ to _____, inclusive
8. Bid Form
9. Documentation submitted by CONTRACTOR prior to Notice of Award.
10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Conditions.
11. ~~Exhibit A - Instruction to Bidders, Addendum - FEMA - Federal Requirements~~
12. ~~Certification for Contracts, Grants, Loans, and Cooperative Agreements (As required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352)~~

The documents listed above are attached to this Agreement (except as expressly noted otherwise above).

ARTICLE X.

In order to induce OWNER to enter into this Agreement, the CONTRACTOR makes the following representations:

1. CONTRACTOR has visited the Sites, has familiarized himself with and is satisfied as to the nature and extent of the Contract Documents, Work, locality, and as to all general, local and Site conditions and federal, state, and local Laws, and Regulations, which may affect cost, progress, performance or furnishing of the Work.
2. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and the other related data identified in the Bidding Documents including "technical data."
3. CONTRACTOR understands that no subsurface explorations have been performed by the OWNER for use on this contract and therefore understands that all subsurface explorations necessary for the Contractor's use under this contract shall be performed by the Contractor at its own expense. CONTRACTOR acknowledges that OWNER and ARCHITECT/ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
4. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site(s) that relate to the Work as indicated in the Contract Documents.

5. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Sites, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
6. CONTRACTOR has given ARCHITECT/ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ARCHITECT/ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE XI.

Terms used in this Agreement which are defined in the Contract Documents will have the meanings indicated in the General Conditions unless otherwise defined herein or the context otherwise requires.

No assignment, sublet or transfer by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), nor without the consent of the surety unless the surety has waived its right to notice of assignment and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, legal representatives, sureties, or guarantors, if any, to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. CONTRACTOR and all parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 34th Judicial District Court for the Parish of St. Bernard.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written in the presence of the undersigned witnesses and each signatory warrants by its signature that it has the appropriate authority to sign this Agreement.

(CONTRACTOR)

By: _____ (SEAL & ATTEST)

Title: _____

Date: _____

Address for giving notices:

License No. _____

PARISH OF ST. BERNARD

STATE OF LOUISIANA

(OWNER)

(SEAL & ATTEST)

By: _____

Louis Pomes,

Parish President

ST. BERNARD PARISH



GENERAL SPECIFICATIONS AND CONDITIONS FOR ST. BERNARD PARISH

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GENERAL SPECIFICATIONS

PART II

SECTION 1: SUBCONTRACTS

- 01.01 Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. A Subcontractor or other person or organization identified in writing to Owner and Engineer by Contractor prior to the Notice of Award and not objected to in writing by Owner or Engineer prior to the Notice of Award will be deemed acceptable to Owner and Engineer. Acceptance of any Subcontractor, other person or organization by Owner or Engineer shall not constitute approval of all work by subcontractor not in conformance with Contract Documents. If Owner or Engineer after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by Contractor after Notice of Award, Contractor shall submit an acceptable substitute and the Contract Price 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, other person or organization against whom he has reasonable objection. Contractor shall not without the consent of Owner and Engineer make any substitution for any Contractor, other person or organization who has been accepted by Owner and Engineer unless Engineer determines that there is good cause for doing so.
- 01.02 Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between Owner or Engineer and any Subcontractor or other person or organization having a direct Contract with Contractor, nor shall it create any obligation on the part of the Owner or Engineer to pay or to see to the payment of any monies due any Subcontractor.
- 01.03 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.

- 01.04 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents prior to beginning Work. Every Subcontractor, by undertaking to perform any of the Work, shall there by automatically be deemed bound by such terms and conditions.
- 01.05 The Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including Attorney's fees arising out of or resulting from the Contractor's failure to bind every Subcontractor and Contractor's surety to all of the applicable terms and conditions of the Contract Documents.
- 01.06 The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with Louisiana Law.

PART II

SECTION 2: SHOP DRAWINGS, BROCHURES AND SAMPLES

- 02.01 After checking and verifying all field measurements, Contractor shall submit to Engineer for approval, five copies (or at Engineer's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of Contractor and identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable Engineer to review the information as required.
- 02.02 Contractor shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples as required by the Contract Documents. All samples will have been checked by and stamped with the approval of Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended. At the time of each submission, Contractor shall in writing call Engineer's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.
- 02.03 Engineer will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review. Contractor shall direct specific attention in writing or on

resubmitted Shop Drawings to revisions other than the corrections called for by Engineer on previous submissions. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to Owner and Engineer that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

- 02.04 Where a Shop Drawing or sample submission is required by the Specifications, no related Work shall be commenced until the submission has been reviewed by Engineer. A copy of each reviewed Shop Drawing and each inspected sample shall be kept in good order by Contractor at the site and shall be available to Engineer.
- 02.05 Engineer's review of Shop Drawings or samples shall not relieve Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to such deviation at the time of submission and Engineer has given written approval to the specific deviation, nor shall any review by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings. The mere submittal of shop drawings which contain therein deviations from the requirements of plans, specifications and/or previous submittals in itself does not satisfy this requirement.

PART II

SECTION 3: RECORD DRAWINGS

The Contractor shall provide the following information in the form of record drawings:

- 03.01 The Contractor shall furnish one neat and legibly marked set of Record Drawings (11" x 17"), unless otherwise directed, at the completion of each work order that shows the locations, dimensions, and quantities of pay items installed. The Record Drawings shall be reproducible and contain all actual construction, including any additional approved work. The data shown on the Record Drawings shall be complete with respect to locations, dimensions, design criteria, materials of construction and the like to enable Engineer to review the information as required. Record Drawings shall include installation dates of all construction material.

- 03.02 The record drawings should differentiate work issued in the original work order from work issued as field changes. All field changes should have attached supporting documentation indicating that additional work was issued and authorized by the Owner.

PART II

SECTION 4: PROSECUTION AND PROGRESS

- 04.01 Contractor shall conduct the Work in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time limit specified.
- 04.02 The Owner shall issue an order to proceed to the Contractor within ten (10) days from the date of execution of the Contract. The Contractor is to commence Work under the Contract within ten (10) days from the date the order to proceed is issued by the Owner.
- 04.03 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Engineer's approval an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required. The Contractor shall not start Work or request partial payment until the Work schedule has been submitted to the Engineer for approval.

The Work schedule shall be in the form of a "Critical Path Method" (C.P.M.) acceptable to the Engineer, or, on smaller projects with the approval of the Engineer, a bar chart showing all of the construction activities can be substituted for the C.P.M.

- 04.04 Whenever it appears apparent to the Contractor that his Work completed will vary more than ten percent (10%) from the Work estimated to be completed on the Work schedule, then a revised schedule of Work shall be submitted to the Engineer for approval. No estimate for payment submitted by the Contractor shall be approved by the Engineer if it differs by more than 10% from the last revised Work schedule submitted. Revised progress schedules shall reflect the time extensions given to the Contractor.

- 04.05 In order to assure prompt review and approval of the estimate, the Contractor is advised to submit a revised substantiating C.P.M. or bar graph with each request for payment.
- 04.06 Failure of the Contractor to submit an estimated progress schedule or to complete timely and on schedule the Work shown on the progress schedule excludes any and all cause of claim by the Contractor for accelerated completion damages.

PART II

SECTION 5: OWNER'S RIGHT TO PROCEED WITH PORTIONS OF THE WORK

- 05.01 Upon failure of the Contractor to comply with any notice given in accordance with the provisions hereof, the Owner shall have the alternative right, instead of assuming charge of the entire Work, to place additional forces, tools, equipment and materials on parts of the Work. The cost incurred by the Owner in carrying on such parts of the Work shall be payable by the Contractor, such Work shall be deemed to be carried on by the Owner on account of the Contractor, and the Contractor shall be allowed therefore the Contract Price. The Owner may retain the amount of the cost of such Work from any sum or sums due, or to become due to Contractor under this Agreement.
- 05.02 Owner may perform additional Work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the other contractors who are parties to such different contract (or Owner, if he is performing the additional Work himself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs.
- 05.03 If any part of Contractor's Work depends for proper execution or results upon the Work of any such other contractor (or Owner), Contractor shall inspect and promptly report to Engineer in writing any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other Work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other Work after the execution of his Work.
- 05.04 Whatever Work is being done by the Owner, other Contractors or by this Contractor, the respecting the rights of various interests involved shall be established by the Engineer.

- 05.05 Contractor shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other Work. Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of Engineer and of the other contractors whose Work will be affected.
- 05.06 If the performance of additional Work by other contractors or Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to Contractor prior to starting any such additional Work. If Contractor believes that the performance of such additional Work by Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore. The claim must be in writing to the Owner within thirty (30) days of receipt of written notice from the Owner of the planned additional Work by others.

PART II

SECTION 6: TIME OF COMPLETION

- 06.01 The Work covered by the Plans, Specifications and Contract Documents must be completed sufficient for acceptance within the number of calendar days specified in the Proposal and/or the Contract, commencing from the date specified in the Work Order. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the time of completion is an essential condition of this Contract, and it is further mutually understood and agreed that if the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay the Owner the amount specified in the Contract, not as a penalty, but as liquidated damages for such breach of contract for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work.
- 06.02 Prior to final payment, the Contractor may, in writing to the Owner, certify that the entire Project is substantially complete and request that the Owner or his agent issue a certificate of Substantial Completion. See Section 23.
- 06.03 The Owner may grant an extension of time to the Contractor for unusual circumstances which are beyond the control of the Contractor and could not reasonably be foreseen by the Contractor prior to Bidding.

- 06.04 Request for time extensions must be made in writing to the Engineer within seven (7) days following the event occasioning the delay. The Engineer shall be the sole judge of the validity of any claims for extension of time.
- 06.05 Apart from extension of time for unavoidable delays, no payment or allowance of any kind shall be made to the Contractor as compensation for damages because of hindrance or delay for any cause in the progress of the Work, whether such delay is avoidable or unavoidable.

PART II

SECTION 7: LIQUIDATED DAMAGES

- 7.01 In case the Work is not completed in every respect within the time that may be extended, it is understood and agreed that per diem deductions at the sum stipulated in the Proposal and/or Contract shall be made from the total Contract Price for each and every calendar day after and exclusive of the day of which completion was required, and up to the completion of the Work and acceptance thereof by the Owner. It is understood and agreed that time is of the essence to this Contract, and the above sum being specifically herein agreed upon in advance as the measure of damages to the Owner on account of such delay in the completion of the Work. It is further agreed that the expiration of the term herein assigned or as may be extended for performing the Work shall, ipso facto, constitute a putting in default, the Contractor hereby waiving any and all notice of default. The Contractor agrees and consents that the Contract Price, reduced by the aggregate of the entire damages so deducted, shall be accepted in full satisfaction of all Work executed under this Contract.

PART II

SECTION 8. LABOR, MATERIALS, EQUIPMENT, SUPERVISION, PERMITS AND TAXES

- 8.01 The Contractor shall provide and pay for all labor, materials, equipment, supervision, subcontracting, transportation, tools, fuel, power, water, sanitary facilities and all incidentals necessary for the completion of the Work in substantial conformance with the Contract Documents.
- 8.02 The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.

- 8.03 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. Samples of materials where furnished under this Contract, shall be submitted for approval to the Engineer when and as directed.
- 8.04 Whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular manufacturer or vendor, any material or article which shall perform adequately the duties imposed by the general design will be considered equal, and satisfactory, providing the material or article so proposed is of equal substance and function and that all technical data concerning the proposed substitution be approved by the Engineer prior to the Bidding. The Engineer shall be the sole judge of quality and suitability.
- 8.05 Materials shall be stored so as to insure the preservation of their quality and fitness for the Work, and in a manner that leaves the material accessible to inspection. Materials or equipment may not be stored on the site in a manner such that it will interfere with the continued operation of streets and driveways or other contractors working on the site.
- 8.06 The Contractor by entering into the Contract for this Work sets himself forth as an expert in construction and he shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
- 8.07 Contractor shall keep on the Work at all times during its progress a competent resident Superintendent, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The Superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor.
- 8.08 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 Engineer, be removed from the Work and shall be replaced by a suitable foreman or workman.
- 8.09 The Contractor shall personally see to it that all subcontracts and divisions of the Work are executed in a proper and workmanlike manner on scheduled time, and with due and proper cooperation.

- 8.10 Failure of the Contractor to keep the necessary qualified personnel on the Work shall be considered cause for termination of the Contract by the Owner.
- 8.11 Only equipment in good working order and suitable for the type of Work involved shall be brought onto the job and used by the Contractor. The Contractor is solely responsible for the proper maintenance and use of his equipment and shall hold the Owner and the Engineer harmless from any damages or suits for damages arising out of the improper selection or use of equipment. No prime piece of equipment necessary for the completion of the Work shall be removed from the job site without approval of the Engineer.
- 8.12 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. The Contractor shall furnish all necessary permits and certificates and comply with all laws and ordinances applicable to the locality of the Work. The cost of all inspection fees levied by the Political Body or Board having to inspect and accept the Work for maintenance shall be paid for by the Contractor.
- 8.13 The Contractor must provide in a form suitable to the Owner, an affidavit stating that all applicable sales taxes for materials used on this project have been paid.
- 8.14 During the period that this Contract is in force neither party to the Contract or the Engineer shall solicit for employment or employ an employee of the other or of the Engineer.
- 8.15 All materials or equipment shown on the drawings or included in these specifications shall be furnished unless written approval of a substitute is obtained from the Engineer.
- 8.16 Unless specified for reasons of conformity with existing products Engineer shall consider a request for a substitution of a product which, in the opinion of the Engineer, is functionally equal to that specified provided that such a request for substitution is made to the Engineer in writing at least ten (10) calendar days in advance of receipt of bids. The burden of proof of the equality of the proposed substitute is upon the proposer and only that information formally submitted shall be used by the Engineer in making his decision.
- 8.17 The decision of the Engineer shall be given in good faith and shall be final.

PART II

SECTION 9: QUANTITIES OF ESTIMATE, CHANGES IN QUANTITIES, EXTRA WORK

9.01 NOT REQUIRED FOR THIS CONTRACT

9.02 ~~The Owner shall have the right to make alterations in the line, grade, plans, form or dimensions of the Work herein contemplated, provided such alterations do not change the total cost of the Project, based on the originally estimated quantities, and the unit prices bid by more than twenty-five percent (25%) and provided further that such alterations do not change the total cost of any major item, based on the originally estimated quantities and the unit price bid by more than twenty-five percent (25%). (A major item shall be construed to be any item, the total cost of which is equal to or greater than ten percent (10%) of the total Contract Price, computed on the basis of the Proposal quantity and the Contract unit price). Should it become necessary, for the best interest of the Owner, to make changes in excess of that herein specified, the same shall be covered by supplemental agreement either before or after the commencement of the Work and without notice to the sureties. If such alterations diminish the quantity of Work to be done, they shall not constitute a claim for damages for anticipated profits for the Work dispensed with, but when the reduction in amount is a material part of the Work contemplated, the Contractor shall be entitled to compensation as determined by the Engineer for overhead and equipment charges which he may have incurred in expectation of the quantity of Work originally estimated, unless specifically otherwise provided herein; if the alterations increase the amount of Work, the increase shall be paid according to the quantity of Work actually done and at the price established for such Work under this Contract except where, in the opinion of the Engineer, the Contractor is clearly entitled to extra compensation.~~

9.03 Without invalidating the Contract, the Owner may order extra Work or make changes by altering, adding to, or deducting from the Work, the Contract sum being adjusted accordingly and the consent of the surety being first obtained when necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated in the Proposal, and no claims for any extra Work or material shall be allowed unless the Work is ordered in writing by the Owner.

- 9.04 Extra Work for which there is no price or quantity included in the Contract shall be paid for at a unit price of lump sum to be agreed upon in advance in writing by the Engineer and Contractor and approved by the Owner, or where such price and sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Owner may order the Contractor to do such Work on a Force Account Basis.
- 9.05 In computing the price of extra Work on a Force Account Basis, the Contractor shall be paid for all foremen and labor actually engaged on the specific Work at the current local rate of wage for each and every hour that said foremen and labor are engaged in such Work, plus a reasonable negotiated percentage mutually agreed to between Contractor and Owner of the total thereof for superintendence, use of tools and profit, and in addition the Contractor shall be allowed an amount to cover Workmen's Compensation and all other Federal, State or Municipal Employer payroll taxes. The Contractor shall furnish satisfactory evidence of the rate or rates of such insurance and tax.
- 9.06 For all material used, he shall receive the actual cost of such material delivered at the site of the Work, as shown by original receipted bill, to which shall be added a reasonable negotiated percentage mutually agreed to between Contractor for superintendence, use of tools and profit.
- 9.07 For any equipment used that is owned by the Contractor, the Contractor shall be allowed a rental based upon the latest prevailing rental price, but not to exceed a rental price as determined by the Associated Equipment Distributors (A.E.D. Green Book).
- 9.08 The Contractor shall also be paid the actual costs of transportation for any equipment which he owns and which he has to transport to the Project for the extra Work.
- 9.09 If the Contractor is required to rent equipment for extra Work, but not required for Contract items, he will be paid the actual cost of rental and transportation of such equipment, to which no percent shall be added. The basis upon which rental costs are to be charged shall be agreed upon in writing before the Work is started. Actual rental and transportation costs shall be obtained from receipted invoices and freight bills.
- 9.10 No compensation for expenses incurred in executing extra Work, other than herein specifically mentioned, will be allowed.

- 9.11 A record of extra Work on Force Account basis shall be submitted to the Engineer on the day following the execution of the Work, and no less than three copies of such record shall be made on suitable forms and signed by both the Engineer or his representative on the Project and the Contractor. All bills for materials used on extra Work shall be submitted to the Engineer by the Contractor upon certified statements to which will be attached original bills covering the costs of such materials.
- 9.12 Payment for extra Work of any kind will not be allowed unless the same has been ordered in writing by the Engineer.

PART II

SECTION 10: STATUS OF THE ENGINEER

- 10.01 The Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in these Contract Documents and shall not be extended without written consent of Owner and Engineer.
- 10.02 Engineer will make visits to the site at intervals to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Engineer's efforts will be directed towards providing for Owner a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work. It is understood and agreed by all parties to this agreement that the Engineer, in making only periodic visits to the site, can observe only a small portion of the Contractor's work and the Engineer does not guaranty in any manner that the work meets the requirements of the plans and specifications, such guaranty being the responsibility of the Contractor.
- 10.03 Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to Engineer in writing with a request for a formal

decision in accordance with this paragraph, which Engineer will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to Engineer and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within forty-five days of such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. In his capacity as interpreter and judge Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

- 10.04 Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefore as provided.
- 10.05 The rendering of a decision by Engineer pursuant to paragraph 10.03 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided) will be a condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter.
- 10.06 Engineer as the Owner's representative will have authority to disapprove or reject Work which is Defective, and will also have authority to require special inspection or testing of the Work as provided whether or not the Work is fabricated, installed or completed. The Engineer does not have the authority to stop work.
- 10.07 In connection with Engineer's responsibility for Shop Drawings and samples, see Section 02.
- 10.08 In connection with Engineer's responsibility in respect of Applications for Payment, etc., see Section 22.

10.09 Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance there under. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both Owner and Contractor. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to Engineer for decision; which he will render in writing within a reasonable time. Neither Engineer's authority to act under this Article or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any Subcontractor, any material man, fabricator, supplier, surety or any of their agents or employees or any other person performing any of the Work.

10.10 Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents. Engineer will not be responsible for the acts or omissions of Contractor, or any Subcontractors, or any of their agents or employees, or any other persons at the site or otherwise performing any of the Work.

The Contractor and his surety understands and agrees that the Engineer has no obligation to the Contractor to see that the Contractor completes his work in accordance with the plans and specifications and that the Engineer's site visits are for the benefit of the Engineer and the Owner and not of the Contractor.

10.11 The Engineer under this Contract is performing services solely for the Owner, no benefit is conferred upon any other party and no claim against the Engineer shall accrue to any party other than the Owner as a result of the performance or nonperformance of Engineering services and all parties to this contract including surety agree that subrogation of the Owner's rights does not give any other party including surety a right to claim against Engineer.

10.12 Conferences between the Engineer, the Contractor, Subcontractor and other interested parties will be held periodically at the time and place as selected by the Engineer. The Contractor's Superintendent, as well as a person in authority to make decisions, must be present as well as authorized and accredited representative of the various Subcontractors and other persons and parties of interest.

PART II

SECTION 11: INJURIES TO PERSONS AND PROPERTY

- 11.01 The Contractor shall be held alone responsible for all injuries to persons and for all damages to the property of the Owner or others caused by or resulting from the negligence of himself, his employees or his agents, regardless of whether or not it is caused solely or in part by a party indemnified hereunder during the progress of or in connection with the prosecution of the Work, whether within the limits of the Work or elsewhere under the Contract proper or as extra Work. This requirement will apply continuously and not be limited to normal working hours or days. The Engineer's construction review is for the purpose of checking the Work product produced and does not include review of the methods employed by the Contractor or to the Contractor's compliance with safety measures of any nature whatsoever. The Contractor agrees to pay reasonable attorneys fees, and other reasonable attendant costs of both the Owner and the Engineer in the event it becomes necessary for the Owner and/or the Engineer to employ an attorney to enforce this section of the Specifications or to protect themselves against suit over the Contractor's responsibilities.
- 11.02 The Contractor must protect and support all water and gas pipes or other properties which are liable to be damaged during the execution of his Work. He shall take all reasonable and proper precautions to protect persons, animals and vehicles or the public from injury, and wherever necessary, shall erect and maintain a fence or railing around any excavation, and place a sufficient number of lights about the Work and keep them burning from twilight until sunrise, and shall employ one or more watchmen as an additional security whenever they are needed. He must, as far as practicable and consistent with good construction, permit access to private and public property and leave fire hydrants, catch basins, streets, etc., free from encumbrances. He must restore at his own expense all injured property caused by any negligent act of omission or omissions on his part or on the part of his agent, including sidewalks, curbing, sodding, pipes, conduits, sewers, buildings, fences, bridges, retaining walls, tanks, power lines, levees or any other building or private property to a condition as good as it was when he entered upon the Work.
- 11.03 In case of failure on the part of the Contractor to restore such property or make good such damage, the Owner may upon forty-eight (48) hours notice proceed to repair, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due under his Contract.

- 11.04 Contractor shall indemnify and hold harmless Owner and Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused solely or in part by a party indemnified hereunder.
- 11.05 In any and all claims against Owner or Engineer or any of their agents or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 11.04 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 11.06 No road shall be closed by the Contractor to the public except by written permission of the Owner and except while so closed, the Contractor shall maintain traffic over, through and around the Work included in his Contract, with the maximum practical convenience, for the full twenty-four hours of each day of the Contract, whether or not Work has ceased temporarily. The Contractor shall notify the Engineer at the earliest possible date after the Contract has been executed, and in any case before the starting of any construction that might in any way inconvenience or endanger traffic, so that the necessary arrangements may be determined.
- 11.07 The convenience of the general public and of residents along the Work shall be provided for in a reasonable, adequate and satisfactory manner. Where existing roads are not available for use as detours, unless otherwise provided, all traffic shall be permitted to pass through the Work. In such cases the vehicles of the travel in public shall have precedence over Contractor's vehicles to the end that the traveling public's vehicles shall not be unduly delayed for the convenience of the Contractor. In order that all necessary delay to the traveling public may be avoided, the Contractor shall provide and station competent flagmen whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the Work.
- 11.08 The Contractor shall arrange his Work so that no undue or prolonged blocking of business establishments will occur.

- 11.09 Material and equipment stored on the right of way or Project site shall be so placed and the Work at times shall be so conducted as to insure minimum danger and obstruction to the traveling public.
- 11.10 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 use of traffic. The road bed shall be sprinkled with water if necessary to prevent a dust nuisance, provided the dust nuisance is a result of the Work.
- 11.11 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 or within fifteen (15) feet of a fire hydrant, in the absence of such ordinance, rules or regulations.
- 11.12 The Contractor shall not, without the written permission of the Owner, do Work for a resident or property owner abutting the Work at the time that this Work is in progress.
- 11.13 No Work of any character shall be commenced on 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 forwarded to the Engineer) of the date he proposes to begin Work, and until an authorized representative of the Railroad Company is present, unless the Railroad Company waives such requirements. All Work performed by the Contractor within the right of way limits of the railroad shall be subject to the inspection and approval of the chief engineer of the Railroad Company, or his authorized representative and 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 extra compensation. The Contractor shall, without extra compensation, take such precautions and erect and maintain such tell-tale or warning devices as the Railroad Company considers necessary to safeguard the operation of its trains. The temporary vertical and horizontal clearance specified by the chief engineer of the Railroad Company in approving these 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 the railway track. Before any Work is done within Railroad right of way, the Contractor shall provide, and pay all costs of any special insurance requirements of the Railroad.

- 11.14 The Contractor, shall, without extra compensation, provide, erect, paint and maintain all necessary barricades. Also, without extra compensation, the Contractor shall provide suitable and sufficient lights, torches, reflectors or other danger signals and signs, provide a sufficient number of watchmen and flagmen and take all the necessary precautions for the protection of the Work and safety of the Public.
- 11.15 The Contractor shall erect warning signs beyond the limits of the Project, in advance of any place on the Project where operations interfere with the use of the road by traffic, including all intermediate points 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 burning from sunset to sunrise.
- 11.16 Whenever traffic is maintained through or over any part of the Project, the Contractor shall clearly mark all traffic hazards. No direct payment will be made for barricades, signs and illumination therefore, or for watchmen or flagmen.
- 11.17 In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, or near the construction site.

PART II

SECTION 12: SANITARY PROVISIONS

- 12.01 The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the rules and regulations of the State Health Agency or of the other authorities having jurisdiction, and shall permit no public nuisance.

PART II

SECTION 13: RIGHTS-OF-WAY

- 13.01 The Owner will furnish the Contractor with all necessary rights of way for the prosecution of the Work. The rights of way herein referred to shall be taken to mean only permission to use or pass through the locations or space in any street, highway, public or private property in which the Contractor is to prosecute the Work.
- 13.02 It is possible that all lands and rights of way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his Work upon such land and rights of way as the Owner may have previously acquired. Any delay in furnishing these lands by the Owner shall be deemed proper cause for adjustment in the Contract amount and/or in the time of completion.

PART II

SECTION 14: PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

- 14.01 The Contractor shall not enter upon private property for any purpose without first obtaining permission from the Owners and Lessees. The Contractor shall use every precaution necessary for the preservation of all public and private property, monuments, highway signs, telephone lines, other utilities, etc., along and adjacent to the Work; shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures; and shall protect carefully from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. The street and highway signs and markers that are to be affected by the Work, shall be carefully removed when the Work begins and stored in a manner to keep them clean and dry. The Contractor must obtain all necessary information in regard to existing utilities, and shall give notice in writing to the owners or the proper authorities in charge of streets, gas, water, pipes, electric, sewers and other underground structures, including conduits, railways, poles and pole lines, manholes, catch basins, fixtures, appurtenances, and all other property that may be affected by the Contractor's operations, at least forty-eight (48) hours before his operations will affect such property. The Contractor shall not hinder or interfere with any person in the protection of such Work or with the operation of utilities, at any time. When property or the operation of railways, or other public utilities are endangered, the Contractor shall at his own expense, maintain flagmen or watchmen and any other necessary precautions to avoid interruption of service or damage to life or property, and he shall promptly repair, restore, or make good any

injury or damage caused by his negligent operations in an acceptable manner. The Contractor must also obtain all necessary information in regard to the installation of new cables, conduits, and transformers, and make proper provisions and give proper notifications, so that these can be installed at the proper time without delay to the Contractor or unnecessary inconvenience to the Owner.

14.02 The Contractor shall not remove, cut or destroy trees, shrubs, plants, or grass that are to remain in the streets or those which are privately owned, without the proper authority. Unless otherwise provided in the Special Provisions or the Proposal, the Contractor shall replace and replant all plants, shrubs, grass and restore the grounds back to its original good condition to the satisfaction of the Owner and the property owner. The Contractor shall assume the responsibility of replanting and guarantees that plants, shrubs, grass will be watered, fertilized and cultivated until they are in a growing condition. No direct payment will be made for removing and replanting of trees, shrubs, plants or grass unless such items are set forth in the Proposal.

14.03 When or where direct damage or injury is done to public or private property by or on account of any negligent act, omission, neglect or otherwise of the Contractor, he shall make good such damage or injury in an acceptable manner.

PART II

SECTION 15: CONTRACTOR'S RESPONSIBILITY FOR WORK

15.01 Until final acceptance of the Work by the Owner as evidence by approval of the final estimate, the Work shall be in the custody and under the charge and care of the Contractor and he shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from the non-execution of the Work; unless otherwise provided for elsewhere in the Specifications or Contract. The Contractor shall rebuild, repair, restore and make good, without extra compensation, all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance, and shall bear the expenses thereof. In case of suspension of the Work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them, if necessary, and shall provide suitable shelter from damage and shall erect temporary structures where necessary. If in the opinion of the Engineer, any Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors to so protect his Work, such materials shall be removed and replaced at the expense of the Contractor.

- 15.02 The Contractor shall give all notice and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of the Work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the Work, and shall indemnify and hold harmless the Owner and the Engineer against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself, his employees or Subcontractors.

PART II

SECTION 16: TESTS AND INSPECTIONS, CORRECTION & REMOVAL OF DEFECTIVE WORK

- 16.01 Contractor warrants and guarantees to Owner that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or Defective Work and all Work not conforming to the requirements of the Contract Documents at the time of acceptance shall be considered Defective. Prompt notice of all defects shall be given to the Contractor.
- 16.02 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by some public body, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. All other inspections, tests and approval required by the Contract Documents shall be performed by organizations acceptable to Owner and Contractor and the costs thereof shall be borne by the Contractor unless otherwise specified.
- 16.03 Contractor shall give Engineer timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without written approval of Engineer, it must, if requested by Engineer, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of his intention to cover such Work and Engineer has not acted with reasonable promptness in response to such notice.
- 16.04 Neither observations by Engineer nor inspections, tests or approvals shall relieve Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

- 16.05 Engineer and his representatives and other representatives of Owner will at reasonable times have access to the Work. Contractor shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 16.06 If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for his observation and replaced at Contractor's expense. If any Work has been covered which Engineer has not specifically requested to observe prior to its being covered, or if Engineer considers it necessary or advisable that covered Work be inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose or otherwise make available for observations, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is Defective, Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be Defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 16.07 If the Work is Defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to Subcontractors or for labor, materials or equipment, Owner may order Contractor to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.
- 16.08 Prior to approval of final payment, Contractor shall promptly, without cost to Owner and as specified by Engineer, either correct any Defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not correct such Defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from Engineer, Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement including compensation for additional professional services, shall be paid by Contractor, and an appropriate deductive Change Order shall be issued. Contractor shall also bear

the expense of making good all Work of others destroyed or damaged by his correction, removal or replacement of his Defective Work.

- 16.09 If, after the approval of 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 guarantee required by the Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such Defective Work, or if it has been rejected by Owner, 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 or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor.
- 16.10 If, instead of requiring correction or removal and replacement of Defective Work, Owner (and, prior to approval of final payment, also Engineer) prefers to accept it, he 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, an appropriate amount shall be paid by Contractor to Owner.
- 16.11 If Contractor should fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, Owner, after seven days written notice to Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof including compensation for additional professional services shall be charged against Contractor. In which case, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Owner.
- 16.12 The Engineer may appoint assistants to make periodic visits to the site and observe the progress and quality of the executed Work. These assistants shall be governed by the same restrictions placed on the Engineer by these Specifications. The governing body of the Federal, State or local government exercising authority in the area of the Work may appoint representatives to observe the progress and quality of the Work. Contractor shall cooperate with and assist these representatives in the performance of their duties.

- 16.13 The Contractor shall be responsible for the faithful execution of his Contract and the presence or absence of the Owner's or Government's Representative is in no manner to be presumed to relieve in any degree the responsibility or obligation of the Contractor.
- 16.14 The Contractor shall notify the Owner and the Governmental Agency having jurisdiction as to the exact time at which he proposes to begin Work so the Owner may provide for inspection of all materials, foundations, excavations, equipment, etc., and all or any part of the Work and to the preparation or manufacture of materials to be used whether within the limits of the Work or at any other place.
- 16.15 The Owner or his representatives shall have free access to all parts of the Work and to all places where any part of the materials to be used are procured, manufactured or prepared. The Contractor shall furnish the Owner all information relating to the Work and the material therefor, which may be deemed necessary or pertinent, and with such samples of materials as may be required. The Contractor, at his own expense, shall supply such labor and assistance as may be necessary in the handling of materials for proper inspection or for inspection of any Work done by him.
- 16.16 No verbal instructions given to the Contractor by the Owner, Engineer, Project Representative or any of their agents shall change or modify the written Contract. Contractors shall make no claims for additional payments or time based upon verbal instructions.

PART II

SECTION 17: SUBSURFACE CONDITIONS

- 17.01 It is understood and agreed that the Contractor is familiar with the subsurface conditions that will be encountered and his price bid for the Work includes all of the costs involved for Work in these conditions and it is furthermore agreed that he has taken into consideration, prior to his Bid and its acceptance by Owner, all of the subsurface conditions normal or unusual that might be encountered in the location of the Work.

- 17.02 Should the Contractor encounter during the progress of the Work subsurface conditions at the site materially differing from those shown on the Drawings or indicated in the Specifications, the attention of the Engineer and the Owner shall be directed to such conditions before they are disturbed. If the Engineer finds that they materially differ from those shown on the Drawings or indicated in the Specifications, he shall at once make such changes in the Drawings or Specifications as he may find necessary, and any increase or decrease in cost or extension of time resulting from such changes shall be adjusted in the same manner as provided for changes for extra Work. The Contractor shall submit breakdowns of all costs in a manner as instructed and approved by the Engineer.

PART II

SECTION 18: REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS

- 18.01 Bidder shall thoroughly examine the site of the Work and shall include in his Bid the cost of removing all structures and obstructions in the way of the Work.
- 18.02 The Contractor shall remove any existing structures or part of structures, fence, building or other encumbrances or obstructions that interfere in any way with the new constructions. Compensations for the removal of any structure shall be made only if the item(s) to be removed were listed as pay item(s) on the Proposal.
- 18.03 If called for in the Special Conditions, all privately and publicly owned materials and structures removed shall be salvaged without damage and shall be piled neatly and in an acceptable manner upon the premises if it belongs to an abutting property owner, otherwise at accessible points along the improvements. Materials in structures which are the property of the Owner or property of any public body, private body or individual which is fit for use elsewhere, shall remain property of the original Owner. It shall be carefully removed without damage, in sections which may be readily transported and shall be materials of Owner, State or Municipality and stored on or beyond the right of way. The Contractor will be held responsible for their care and preservation for a period of ten (10) days following the day the last or final portion of the materials stored at a particular location are placed thereon. When privately owned materials are stored beyond the right of way, the Contractor will be held responsible for their care and preservation for a period of ten (10) days (computed as set forth above), provided, however, that as of the day the ten (10) days responsibility period for care and preservation of the materials begins, the Contractor must furnish the Engineer with evidence satisfactory to the latter the proper owner of the materials has been duly notified by the Contractor that the said

Owner must assume responsibility for his materials on the date following the Contractor's ten (10) day responsibility.

PART II

SECTION 19: OWNER'S RIGHT TO OCCUPANCY

- 19.01 The Owner shall have the right to use at any time, any and all portions of the Work that have reached such a stage of completion as to permit such occupancy, provided such occupancy does not hamper the Contractor or prevent his efficient completion of the Contract, or be construed as constituting an acceptance of any part of the Work.
- 19.02 The Owner shall have the right to start the construction of houses or of other building concurrent with the Contractors work.

PART II

SECTION 20: SURVEY HORIZONTAL AND VERTICAL CONTROL

- 20.01 The Owner shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable Contractor to layout and proceed with his Work. Contractor shall be responsible for surveying and laying out the Work and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Engineer. Contractor shall report to Engineer whenever any reference point is lost or destroyed and the Engineer shall decide if the reference point shall be replaced by his or the Contractor's forces.
- 20.02 The Contractor shall establish lines and grades with his own forces in sufficient number and location for the proper execution of the Work.
- 20.03 If the Contractor, during the construction, damages the established property corners and P.C.'s and he requests the Engineer to re-stake same in order to complete their project, this expense will be borne by the Contractor.

PART II

SECTION 21: TERMINATION OF THE CONTRACT, OWNER'S AND CONTRACTOR'S RIGHT TO STOP WORK

- 21.01 If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certificate of the Engineer that, in his judgment, sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor ten (10) day written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the Work by whatever method he may deem expedient.
- 21.02 Failure of the Contractor to start the Work within the time limit specified herein or substantial evidence that the progress being made by the Contractor is insufficient to complete the Work within the specified time shall be ground for termination of the Contract by the Owner.
- 21.03 Before the Contract is terminated, the Contractor and his surety will first be notified in writing by the Owner of the conditions which make termination of the Contract imminent. Ten (10) days after this is given, if a satisfactory effort has not been made by the Contractor or his surety to correct the conditions, the Owner may declare the Contract terminated and notify the Contractor and his surety accordingly.
- 21.04 Upon receipt of notice from the Owner that the Contract has been terminated, the Contractor shall immediately discontinue all operations. The Owner may then proceed with the Work in any lawful manner that he may elect until it is finally completed.

- 21.05 The right is reserved to take possession of any machinery, implements, tools or materials of any description that shall be found upon the Work, to account for said equipment and materials, and to use same to complete the Project. When the Work is thus finally completed, the total costs of same will be computed. If the total cost is less than the Contract price, the difference will be paid to the Contractor or his surety.
- 21.06 In case of termination, all expenses incident to ascertaining and collecting losses under the Bond, including Engineering and legal services, shall be assessed against the Bond.
- 21.07 If the Work should be stopped under any order of any court or public authority, for period of sixty (60) days, through no act or fault of the Contractor or anyone employed by him, or if the Owner shall fail to pay the Contractor within a reasonable time any sum certified by the Engineer, then the Contractor may, upon ten (10) days written notice to the Owner, stop Work or terminate this Contract and recover from the Owner payment for all Work executed and any loss sustained upon any plant or materials and reasonable profit and damages.
- 21.08 In the case of termination of this contract for any fault, neglect or breach of contract, Contractor agrees to indemnify Owner for any and all expenses, including professional fees, engineering cost, advertising expenses, court costs, legal fees or other costs incurred by the Owner in or as a result of the termination of this contract and, the securing by Owner of the services of others to complete the work. Additionally Contractor shall in such event be liable to and shall indemnify for any difference in costs above the amount of this contract incurred by the Owner in obtaining such completion of the work.

PART II

SECTION 22: PAYMENTS TO THE CONTRACTOR

- 22.01 Monthly certificates for partial payment, in a form approved by the Engineer, shall be transmitted to the Owner upon receipt from the Contractor and acceptance by the Engineer. These certificates shall be equal to ninety five percent (95%) of both the Work performed and materials stored at the site. Partial payment certificates shall include only Work, materials and equipment that are included in official Work order and which meet the requirements of plans, Specifications and Contract Documents. These monthly estimates shall show the amount of the original estimate for each item, the amount due on each item, the gross total, the retained percentage, the amount previously paid and the net amount of payment due.

- 22.02 After final completion and acceptance by the Owner of the entire Work, the Engineer shall issue to the Contractor Certificate of Payment in sum sufficient to increase total payments of the Contract Price minus retainage.
- a. Contract price up to \$499,999.00 – 10% of the Contract price.
 - b. Contract price of \$500,000.00 or greater – 5% of the Contract price.
- 22.03 The final payment certificate of the remaining retainage of the Contract Price, minus any deduction for deficient or Defective Work or balance due, will be issued by the Engineer forty-five (45) days after filing acceptance in the Mortgage Office of the Parish and a Clear Liens and Privilege Certificate has been secured. Before issuance of the final payment certificate, the Contractor shall deposit with the Engineer a certificate from the Ex-Officio Recorder of Mortgages from the Parish in which the Work is performed to the effect that no liens have been registered against Contract Work.
- 22.04 When, in the opinion of the Contractor, the Work provided for and contemplated by the Contract Documents has been substantially completed the Contractor shall notify the Engineer in writing that the Work is substantially complete and request a final inspection. The Engineer shall proceed to perform such final inspection in company with the Owner. Any and all Work found by this inspection to be Defective or otherwise not in accordance with the plans and Specifications shall be corrected to the entire satisfaction of the Owner and at the expense of the Contractor. If the Contract is found to be incomplete in any of its details, the Contractor shall at once remedy such defects, and payments will be withheld and formal acceptance delayed until such Work has been satisfactorily completed.
- 22.05 If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored and protected from damage and theft at the site, the Request for Payment shall also be accompanied by such data, satisfactory to the Owner, as will establish Owner's title to the material and equipment and protect his interest therein, including applicable insurance.
- 22.06 Each subsequent Request for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor's obligations reflected in prior Request for Payment.

- 22.07 Each subsequent request for payment shall include an affidavit by Contractor that Contractor, all subcontractors, agents, material suppliers and all other persons supplying material to the project upon which St. Bernard sales taxes are lawfully due have paid these taxes and that all supplies and materials purchased for this project and for which Contractor has been paid have had all lawfully due St. Bernard sales taxes paid.
- 22.08 The Bid Proposal, unless otherwise modified in writing, and the Contract constitutes a complete Project. The Contract prices constitute the total compensation payable to Contractor and the cost of all of the Work and materials, taxes, permits and incidentals must be included into the Bid submitted by the Contractor and included into those items listed on the Proposal.
- 22.09 Any additional supporting data required by the Engineer in order to substantiate Contractor's request for payment shall be furnished by Contractor at no cost to the Owner.
- 22.10 Owner may withhold from payment to Contractor as may be necessary to protect himself from loss on account of:
- (1) Defective and/or inferior work.
 - (2) Damage to the property of Owner or others caused by Contractor.
 - (3) Failure by Contractor to make payments properly to subcontractors or to pay for labor, materials or equipment used on this project.
 - (4) Failure by Contractor to pay taxes due on materials used on this project.
 - (5) Damage by Contractor to another Contractor.

PART II

SECTION 23: ACCEPTANCE AND FINAL PAYMENT(S)

- 23.01 Upon receipt of written notice from Contractor that the work is substantially complete and usable by Owner or the Public in suitable manner, the Engineer and the Contractor shall jointly inspect the work.
- 23.02 If the Engineer by his inspection determines that the work is not substantially complete in a suitable manner for use by the Owner or the Public then he shall so notify the Contractor and the Owner in writing, stating his reason.

- 23.03 If the Engineer by his inspection determines that the work is substantially complete he shall prepare a list of all items not satisfactorily completed and shall notify the Contractor and Owner in writing that the work is substantially complete and, subject to satisfactory resolution of those items on the list (punch list), is complete.
- 23.04 Upon determination of substantial completeness with punch list the contract time is interrupted and the Contractor is given a reasonable time not to exceed thirty (30) consecutive calendar days to effect final completion by correcting or completing all of those items listed on the punch list. If the items on the punch list are not completed in a satisfactory manner within the thirty day period then the contract time will begin to run again and will include for purposes of determining liquidated damages the thirty day period the grace period being withdrawn.
- 23.05 Upon receipt by Owner of written determination by Engineer that all work embraced by the contract has been completed in a satisfactory manner the Owner shall provide a written acceptance to Contractor who shall record Owner's written acceptance with the recorder of Mortgages, the Parish of St. Bernard, paying all costs therefore.
- 23.06 Retainage monies, minus those funds deducted in accordance to the requirements of Paragraph 22.10, shall be due Contractor not earlier than forty-six (46) days after recordation of certificate of Owner's acceptance provided the following:
- (1) Contractor shall secure and submit clear lien and privilege certificate, signed and sealed by the Recorder of Mortgages, Parish of St. Bernard and dated at least forty-six (46) days after recordation of certificate of acceptance.
- 23.07 After securing the clear lien and privilege certificate the Contractor shall prepare final application for payment and submit to Engineer. The Engineer shall approve or state his objections in writing and forward to Owner for payment.

PART II

SECTION 24: NOTICE AND SERVICE THEREOF

- 24.01 Any notice to the Contractor from the Owner or from the Engineer relative to any part of this Contract shall be in writing and shall be considered delivered and the service thereof completed when said notice is posted; by registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the Work.

PART II

SECTION 25: INTENTION OF THESE GENERAL SPECIFICATIONS

25.01 These General Conditions shall be applicable to all contracts entered into by and between the Owner and Contractors for public improvements, except as they may be altered or amended with the consent of the representative of Owner, and provided for in the Special Provisions of each contract. Contractor shall be presumed to have full knowledge of these General Provisions which shall be applicable to all contracts whether he has obtained a copy thereof or not.

PART II

SECTION 26: SEVERABILITY

26.01 If any one or more or part of any of the provisions contained in the Specifications and Contract for the Work shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.

26.02 CHANGING THESE SPECIFICATIONS: Only upon the recommendation of the ENGINEER and subject to the approval of the OWNER and the CONTRACTOR can these GENERAL SPECIFICATIONS be changed or modified.

PART II

SECTION 27: LAW OF THE STATE OF LOUISIANA

27.01 The Contract Documents shall be governed by the Law of the State of Louisiana.

27.02 The Contractor agrees to pay reasonable attorney's fees and other reasonable attendant costs, in the event that it becomes necessary for the Owner to employ an attorney in order to enforce compliance with or any remedy relating to any covenants, obligations, or conditions imposed upon the Contractor by this Agreement.

27.03 The 34th Judicial District of the State of Louisiana shall be the Court of Original Jurisdiction of any litigation originated under this contract.

END OF SECTION

Technical Specifications

ST. BERNARD WATER TREATMENT PLANT REMOVAL AND INSTALL NEW SAND AND ANTHRACITE ONE THROUGH SIX FILTERS

1. Turn key removal and installation.
2. Mobilization.
3. Remove sand and anthracite disposing offsite (one filter at a time). Handrails may have to be removed at filter.
4. Supply new sand and anthracite. Media is to consist of exact replacement of the previously approved and installed filter media in accordance with AWWA B100-2016 specifications for filter material.

Specifications for sand and anthracite:

4" layer of 0.8-1.2 mm torpedo sand

12" layer of 0.45-0.55 mm silica sand

24" layer of 0.8-1.0 mm Anthracite

3 sample taps with media retaining nozzles to be provided per filter

New Underdrain nozzles to replace broken nozzles

Freight to the job site is included

5. Install new sand and anthracite. Clean up – disposing of all bag sand and construction debris.
6. Filter disinfection is required prior to putting filter back in service. Disinfection chemicals supplied by company doing job. System will require additional backwashing to remove chemical treatments.
7. Operational verification to ensure filter backwash sequence and flow rates are within specification.
8. Demobilization.

UNITED RENTALS (NORTH AMERICA), INC.

POWER OF ATTORNEY

Know all men by these presents, that the undersigned, a Delaware corporation (the "Corporation"), hereby constitutes and appoints those individuals employed by the company with the title **Branch Manager, Area General Manager or District Manager**, its true and lawful attorney-in-fact to:


1. execute and submit, in the name and on behalf of the Corporation, bid documents and contracts arising out of such bid documents in relation to any **state and local government solicitations** provided that the Corporation's legal department has reviewed and approved such bid documents and contracts; and
2. take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the Corporation in connection with such execution and submission.

The Corporation hereby grants to the attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary and proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Corporation might or could do, hereby ratifying and confirming all that such attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

Unless sooner terminated by the Corporation, this Power of Attorney shall remain in effect for a period of the earlier of (i) one (1) year from the date hereof; and (ii) the date the person appointed ceases to be employed as a **Branch Manager, Area General Manager or District Manager** of the Corporation.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 8th day of January 2025.

UNITED RENTALS (NORTH AMERICA), INC.

By: 
Name: Joli Gross
Title: Senior Vice President, Chief Legal & Sustainability Officer, Corporate Secretary

STATE OF CT)
)
COUNTY OF Fairfield) ss.

On this 8th day of January, 2025, before me personally came Joli Gross, to me known, and known to me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that she is the Senior Vice President, Chief Legal & Sustainability Officer, Corporate Secretary of United Rentals (North America), Inc., a Delaware corporation, and that said instrument was executed by her for and on behalf of said corporation for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 8th day of January, 2024.




Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED United Rentals (North America), Inc. United Rentals, Inc. & Subsidiaries 100 First Stamford Place, Suite 700 Stamford CT 06902 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: Indemnity Insurance Co of North America</td><td>43575</td></tr><tr><td>INSURER C: ACE Fire Underwriters Insurance Co.</td><td>20702</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Co of North America	43575	INSURER C: ACE Fire Underwriters Insurance Co.	20702	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
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INSURER C: ACE Fire Underwriters Insurance Co.	20702														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 570108472403 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			XSLG48927026 SIR applies per policy terms & conditions	10/01/2024	10/01/2025	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$6,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H11347745	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRG2605226 AOS WLRG2605263 AZ CA MA	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000
A	Excess workers Compensation			WCUC2605305 WA SIR applies per policy terms & conditions	10/01/2024	10/01/2025	EL Each Accident \$2,000,000 EL Disease - Policy \$2,000,000 EL Disease - Ea Emp \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of insurance.

CERTIFICATE HOLDER

CANCELLATION

United Rentals (North America), Inc. United Rentals, Inc. & Subsidiaries 100 First Stamford Place, Suite 700 Stamford CT 06902 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
---	---

Holder Identifier :

Certificate No : 570108472403



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED United Rentals (North America), Inc.	
POLICY NUMBER See Certificate Number: 570108472403			
CARRIER See Certificate Number: 570108472403	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		SCFC72605342 WI	10/01/2024	10/01/2025		

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) United Rentals (North America), Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. P.O. Box 840514 6 City, state, and ZIP code Dallas, TX 75284-0514 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
8	6	-	0	9	3	3	8	3	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person Michael V. Sala VP, Tax & Real Estate	Date 03/15/2024
------------------	---	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



UNITED RENTALS (NORTH AMERICA), INC.

Unique Entity ID QFG7EC12DQK4	CAGE / NCAGE 0JXS6	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jul 31, 2025	
Physical Address 100 First Stamford PL STE 700 Stamford, Connecticut 06902-9200 United States	Mailing Address 100 First Stamford PL STE 700 Stamford, Connecticut 06902-9200 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Connecticut 04	State / Country of Incorporation Delaware / United States	URL www.unitedrentals.com

Registration Dates

Activation Date Aug 2, 2024	Submission Date Jul 31, 2024	Initial Registration Date Mar 4, 2002
---------------------------------------	--	---

Entity Dates

Entity Start Date Feb 17, 2012	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE 1PCJ2	Legal Business Name UNITED RENTALS, INC.
----------------------	--

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Sep 27, 2024 09:13:07 PM GMT
<https://sam.gov/entity/QFG7EC12DQK4/coreData?status=null>

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	Business or Organization	(blank)
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	0JXS6

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	*****93	(blank)
Financial Institution	Account Number	
BANK OF AMERICA N.A.	*****87	

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
8667848554	cashapplication-wireremits@ur.com	(blank)
Fax		
(blank)		

Remittance Address

UNITED RENTALS
PO Box 100711
Atlanta, Georgia 30384
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*****3835	Applicable Federal Tax	UNITED RENTALS NORTH AMERICA INC
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2019	Manager Government Sales Prg	Jul 31, 2024
Address	Signature	
100 First Stamford Place	Sonia Gregory	
Stamford, Connecticut 06902		

Points of Contact

Accounts Receivable POC

☎
Katherine Tejera, Sr. Credit Service Rep-Gov
Accounts
ktejera@ur.com
7049164885

Electronic Business

🔗
Melinda Childress, Manager Credit GOV
Accounts
mchildre@ur.com
7049164838

6125 Lakeview Road
Charlotte, North Carolina 28269
United States

Government Business

🔗
Annmarie Wise, Manager Government Sales
Programs
awise1@ur.com
6104129316

6929 East Greenway Parkway
Suite 200
Scottsdale, Arizona 85254
United States

Robert Caudle, Government Sales Director
rcaudle@ur.com
4044069491

6929 East Greenway Parkway
Scottsdale, Arizona 85254
United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	532412	Construction, Mining, And Forestry Machinery And Equipment Rental And Leasing
	531120	Lessors Of Nonresidential Buildings (Except Miniwarehouses)
	532120	Truck, Utility Trailer, And Rv (Recreational Vehicle) Rental And Leasing
	532490	Other Commercial And Industrial Machinery And Equipment Rental And Leasing

Product and Service Codes

PSC	PSC Name
W038	Lease Or Rental Of Equipment- Construction, Mining, Excavating, And Highway Maintenance Equipment
W043	Lease Or Rental Of Equipment- Pumps And Compressors

Size Metrics**IGT Size Metrics**

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$2,500,000,000.00	8000

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
----------------	---------

(blank)	(blank)
---------	---------

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

UNITED RENTALS (NORTH AMERICA), INC.
P.O. Box 840514
Dallas, TX 75284-9514

SURETY:

(Name, legal status and principal place of business)

SWISS RE CORPORATE SOLUTIONS AMERICA
INSURANCE CORPORATION
1200 Main Street Suite 800
Kansas City, MO 64105-2478

OWNER:

(Name, legal status and address)

ST. BERNARD PARISH GOVERNMENT DEPARTMENT OF PUBLIC WORKS
1125 East St. Bernard Highway, Chalmette, LA 70043

BOND AMOUNT: Five Percent of Amount bid
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

St. Bernard Water Treatment Plant Removal and Install New Sand and Anthracite, 1-6 Filters Project Number, if any:

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


Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of March, 2025


(Witness) Anne Potter


(Witness) Rosario Loguerio

UNITED RENTALS (NORTH AMERICA), INC.
(Principal)  (Seal)
(Title) Sandra Diaz, Attorney-in-Fact
SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION
(Surety)  (Seal)
(Title) Francesca Kazmierczak, Attorney in Fact

Limited Power of Attorney

United Rentals, Inc., a Delaware corporation ("United Rentals") with its principal place of business at 100 First Stamford Place, Suite 700, Stamford, CT 06902 (Federal Employer Identification Number (06-1522496), hereby constitutes and appoints each of the following employees of certain subsidiaries of Aon Risk Services Companies, Inc. ("Aon Surety") with its principal place of business at One Liberty Plaza, 165 Broadway, Suite 3201, New York, New York 10006, acting jointly or severally, as the true and lawful attorney-in-fact to execute all surety bonds and other documents of similar character issued on behalf of United Rentals or any of its designated subsidiaries, subject to the terms and conditions set forth herein.

Aon Employee

Philadelphia

Sara Owens

New York

Francesca Kazmierczak

Anne Potter

Vilma Gonzalez

Sandra Diaz

Frances Rodriguez

Aon Subsidiary

Aon Risk Services Central, Inc.

Aon Risk Services Northeast, Inc.

Aon Risk Services Northeast, Inc.

Aon Risk Services Northeast, Inc.

Aon Risk Services Northeast, Inc.

Aon Risk Services Northeast, Inc.

Chicago

Jennifer Jakaitis

Aon Risk Services Central, Inc.

Los Angeles

Tracy Aston

Aon Risk Insurance Services West, Inc.

Houston

Terri Morrison

Misty Wright

Aon Risk Services Southwest, Inc.

Aon Risk Services Southwest, Inc.

This Power of Attorney shall become effective upon signing and shall remain in effect until terminated by United Rentals at any time upon written notice (which may be by email) to Aon, such termination to be effective immediately or as of such later date as may be specified in the termination notice. United Rentals expressly reserves the right to terminate and revoke this Power of Attorney at any time.

This Power of Attorney shall include all direct and indirect subsidiaries of United Rentals that are set forth in a written list supplied by United Rentals to Aon for such purpose and with specific reference to this Power of Attorney, as may be updated by United Rentals by written notice to Aon from time to time.


The authority granted by this Power of Attorney is limited to surety bonds and other documents of similar character with a face value of \$1,000,000 or less that are expressly requested by an authorized United Rentals representative pursuant to a valid written request initiated in accordance with United Rentals surety program as administered by Aon in a manner consistent with past practice.

This Power of Attorney shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to the conflicts of law provisions of the State of Connecticut or of any other state. This Power of Attorney may not be assigned by Aon or its subsidiaries or employees named herein, by operation of law or otherwise, in whole or in part, without United Rentals' prior written consent. All notices required or permitted hereunder shall be in writing and delivered to each party at its respective address set forth above. This Power of Attorney may not be amended except by a writing signed by United Rentals.

IN WITNESS WHEREOF, United Rentals has caused this Power of Attorney to be duly executed by its duly authorized officer as of the date set forth below.

Dated: 7/11/24

United Rentals, Inc.

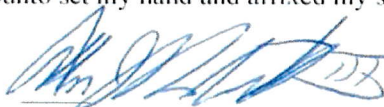
By: 
Name: _____
Title: **Joli L. Gross**
Senior Vice President &
Corporate Secretary

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

On this 11th day of July, 2024 before me personally appeared Joli L. Gross, known to me to be the SVP + Corp Secretary of United Rentals, Inc., and known to me to be the person who executed the foregoing instrument and that said instrument was executed for and on behalf of said corporation for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 11th day of July, 2024.


Notary Public

My commission expires: N/A

Allen J. Roberts, III
Commissioner of the
Superior Court

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

SANDRA DIAZ, DEBRA A. DEMING, PETER HEALY, JENNIFER JAKAITIS, SUSAN A. WELSH, ANNE POTTER, FRANCESCA KAZMIERCZAK,
FRANCES RODRIGUEZ, BEVERLY A. WOOLFORD, VALORIE SPATES, AKLIMA NOORHASSAN, PABLO GARCIA HORCAJO and VILMA GONZALEZ

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS


This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By 
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of MARCH, 20 24

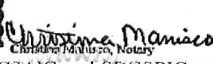
State of Illinois
County of Cook

SS


Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of MARCH, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of March, 20 25.


Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC