



**CENTRALBIDDING**  
FROM CENTRAL AUCTION HOUSE

**5000144039 BUS WASH CANOPY INSTALLATION AND CONCRETE  
PAVEMENT REPAIR FOR DEPARTMENT OF TRANSIT**  
Jefferson Parish Government

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)  
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CONSTRUCTION SPECIFICATIONS  
AND  
CONTRACT DOCUMENTS

*Prepared for:*

**BUS WASH CANOPY INSTALLATION AND  
CONCRETE PAVEMENT REPAIR**

JEFFERSON PARISH, LOUISIANA

TRANSIT ADMINISTRATION  
BID NO. 50-00144039

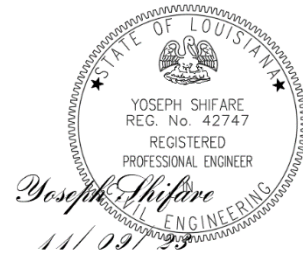
**November, 2023**

**Prepared By:**



**Pivotal Engineering, LLC.**

Civil, Electrical, Environmental  
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**ADVERTISEMENT FOR BIDS**  
**BID NO. 50-00144039**

**Sealed Bids** will be received electronically through our E-Procurement site at [www.jeffparishbids.net](http://www.jeffparishbids.net) until 2:00 p.m., **January 18, 2024** and publicly opened thereafter. At no charge, bidders may submit via Jefferson Parish's electronic procurement page by visiting [www.jeffparishbids.net](http://www.jeffparishbids.net) to register for this **free** site.

**Bids will be accepted and received through Central Bidding until 2 p.m. The public bid opening will be held at the West Bank Purchasing Department at 200 Derbigny Street, Suite 4400, Gretna, LA 70053 beginning at 2:30 p.m. on each bid opening date for the following project:**

**BUS WASH CANOPY INSTALLATION AND  
CONCRETE PAVEMENT REPAIR FOR  
DEPARTMENT OF TRANSIT**

**Purchases for this project shall be exempt from state sales and use tax according to La. R.S. 47:301(8)(c)(i). The successful bidder shall be granted the tax-exempt status of Jefferson Parish via Form R-1020, Designation of Construction Contractor as Agent of a Governmental Entity Sales Tax Exemption Certificate. Form R-1020 is distributed by the Louisiana Department of Revenue.**

All bids must be in accordance with the contract documents on file with the Jefferson Parish Purchasing Department, Suite 4400, Jefferson Parish General Government Building, at 200 Derbigny Street, Gretna, Louisiana. **Late bids will not be accepted.**

Each Bid must be accompanied by an electronic bid surety bond in the amount equal to five percent (5%) of the total amount bid, and payable without condition to the owner. Vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.

The drawings and specifications are on file and open for inspection in the Jefferson Parish Purchasing Department, Suite 4400, Jefferson Parish General Government Building, at 200 Derbigny Street, Gretna, Louisiana. **A complete set of Contract Documents may be secured from Pivotal Engineering, LLC, 1515 Poydras Street, Suite 1150, New Orleans LA 70112 (PHONE 504-799-3653, FAX 504-799-3654) by licensed contractors upon receipt of \$100.00 per set.** Deposit on the first set of documents furnished bona fide prime bidders will be fully refunded upon return of documents in good condition no later than ten (10) days after receipts of bids.

The successful bidder will be required to furnish a performance bond guaranteeing faithful performance of the contract. Companies providing the bonds shall comply with the requirements of LA-R.S. 38:2218 and R.S. 38:2219 as applicable.

The Jefferson Parish Council reserves the right to reject all bids and to reject bids for just cause, pursuant to the law. Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

**All prospective bidders are invited to attend the non-mandatory pre-bid conference which will be held on January 4, 2024 at 10:00am in the Jefferson Parish Purchasing Department located at 200 Derbigny St. Suite 4400, Gretna, La 70053.** However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.

Renny Simno  
Director  
Purchasing Department

Misty A. Camardelle  
Assistant Director  
Purchasing Department

**ADV: The New Orleans Advocate: December 13, 20 and 27, 2023**

For additional information, please visit the Purchasing Webpage at <http://purchasing.jeffparish.net> or you may call 504-364-2678.



**Designation of Construction Contractor  
as Agent of a Governmental Entity  
Sales Tax Exemption Certificate**

## Jefferson Parish Purchasing Department

Legal Name of Governmental Entity

, an agency of the United States government, or an agency, board, commission, or instrumentality of the State of Louisiana or its political subdivisions, including parishes, municipalities and school boards, does hereby designate the following contractor as its agent for the purpose of making sales tax exempt purchases on behalf of the governmental body:

Name of Contractor <b>Alfaro Bros Concrete Construction, LLC</b>		
Address <b>1068 E Worthey Street Suite B</b>		
City <b>Gonzales</b>	State <b>LA</b>	ZIP <b>70737</b>

This designation of agency shall be effective for purchases of component construction materials, taxable services and leases and rentals of tangible personal property for the following named construction project:

Construction Project <b>Bus Wash Canopy Installation and Concrete Pavement Repair</b>	Contract Number <b>50-00144039</b>
--	---------------------------------------

This designation and acceptance of agency is effective for the period

Beginning Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)
-----------------------------	-----------------------

Purchases for the named project during this period by the designated contractor shall be considered as the legal equivalent of purchases directly by the governmental body. Any materials purchased by this agent shall immediately, upon the vendor's delivery to the agent, become the property of this government entity. This government entity, as principal, assumes direct liability to the vendor for the payment of any property, services, leases, or rentals made by this designated agent. This agreement does not void or supersede the obligations of any party created under any construction contract related to this project, including specifically any contractual obligation of the construction contractor to submit payment to the vendors of materials or services for the project.

This contractor-agent is not authorized to delegate this purchasing agency to others; separate designations of agency by this governmental entity are required for each contractor or sub-contractor who is to purchase on behalf of this governmental entity. The undersigned hereby certify that this designation is the entirety of the agency designation agreement between them. In order for a purchase for an eligible governmental entity through a designated agent to be eligible for sales tax exemption, the designation of agency must be made, accepted, and disclosed to the vendor before or at the time of the purchase transaction.

Designation of Agency				Acceptance of Agency		
Signature of Authorized Designator		Date (mm/dd/yyyy)		Signature of Contractor or Subcontractor Authorized Acceptor		Date (mm/dd/yyyy)
						01/17/2024
Name of Authorized Designator				Name of Contractor's or Subcontractor's Acceptor		
				Pedro Alfaro		
Name of Governmental Entity				Name of Contractor		
				Alfaro Bros Concrete Construction, LLC		
Address				Address		
				1068 E Worthey Street Suite B		
City	State	ZIP		City	State	ZIP
				Gonzales	LA	70737

This designation of agency form, when properly executed by both the contractor and the governmental entity, shall serve as evidence of the sales tax exempt status that has been conferred onto the contractor. No other exemption certificate form is necessary to claim exemption from sales taxes. The agency agreement evidenced by this sales tax exemption certificate must be implemented at the time of contract execution with the governmental entity. The contract between the governmental entity and his agent must contain provisions to authenticate the conferment of agency.

## LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Jefferson Parish  
Purchasing Department  
200 Derbigny Street, Suite 4400  
Gretna, Louisiana 70053  
*(Owner to provide name and address of owner)*

BID FOR: BUS WASH CANOPY INSTALLATION AND  
CONCRETE PAVEMENT REPAIR  
BID # 50-00144039  
*(Owner to provide name of project and other identifying information)*

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:

Pivotal Engineering, LLC and dated: 11-09-2023.  
*(Owner to provide name of entity preparing bidding documents.)*

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) 1,2.

**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:

four hundred seventy nine thousand four hundred eighty six dollar and zero cents Dollars (\$ 469,486.00)

**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:** Alfaro Bros Concrete Construction, LLC

**ADDRESS OF BIDDER:** 1068 E Worthey Street Suite B Gonzales, LA 70737

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 57232

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** Pedro Alfaro

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** Owner

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\* :** 

**DATE:** 1/17/2024

### **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 RS 38:2218.A is attached to and made a part of this bid.

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

**TO: Jefferson Parish**  
**Purchasing Department**  
**200 Derbigny Street, Suite 4400**  
**Gretna, Louisiana 70053**

*(Owner to provide name and address of owner)*

**BID FOR: BUS WASH CANOPY INSTALLATION AND**  
**CONCRETE PAVEMENT REPAIR**  
**BID # 50-00144039**

*(Owner to provide name of project and other identifying information)*

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.# <b>MOBILIZATION AND DEMOBILIZATION</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
<b>S-1</b>	<b>1</b>	<b>LS</b>	120,343.00	120,343.00

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.# <b>PRE-FABRICATED CANOPY (INCLUDING FOUNDATION)</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
<b>S-2</b>	<b>1</b>	<b>LS</b>	119,835.00	119,835.00

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.# <b>CONCRETE PAVEMENT SURFACE CLEANING, STAIN REMOVAL AND SURFACE SEALING</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
<b>S-3</b>	<b>5,500</b>	<b>SY</b>	34.05	187,298.00

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.# <b>EXPANSION JOINT &amp; CONSTRUCTION JOINT SEALING REPLACEMENT</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
<b>S-4</b>	<b>3,000</b>	<b>LF</b>	9.42	28,260.00

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.# <b>THERMOPLASTIC PAVEMENT STRIPING (4" SOLID LINE) (YELLOW)</b>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
<b>S-5</b>	<b>2,500</b>	<b>LF</b>	5.50	13,750.00

Wording for "DESCRIPTION" is to be provided by the Owner

All quantities are estimated. The contractor will be paid upon actual quantities as verified by Owner.

## PUBLIC WORKS BID INSTRUCTIONS

### **A. LOUISIANA CONTRACTOR'S LICENSE FOR THIS PROJECT**

Must be in the following category:

COMMERCIAL BUILDING CONSTRUCTION

Each bidder shall comply with all rules and regulations of the Louisiana State Licensing Board for Contractors in accordance with existing state laws, and shall comply with the Licensing Requirements of Jefferson Parish Ordinance No. 13574, as amended a copy of which may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, Louisiana 70053.

### **B. PROBABLE CONSTRUCTION RANGES AND PRICES**

Range of the Probable Construction Cost for Base Bid: \$250,000-\$500,000  
4,486.00

Range of the Probable Construction Cost for Alternate No. 1: N/A

Range of the Probable Construction Cost for Alternate No. 2: N/A

Range of the Probable Construction Cost for Alternate No. 3: N/A

Range of the Previous Contract Cap  
(Public Work Maintenance Contract): N/A

The purpose and intention of this invitation to bid is to afford all suppliers/contractors an equal opportunity to bid on construction, maintenance, repair, operating, services, supplies and/or equipment listed in this bid proposal. Jefferson Parish will accept one bid only from each vendor. Items bid on must meet or exceed specifications. Where brand names, make, manufacturer or stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bidders may submit for products of equal quality, style, type and character, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

The price quoted for the work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail. In the event there is a difference in unit prices, written unit prices shall prevail over numerical unit prices.

The quantities listed on the bid form are prepared for comparison of bids and may be approximate. Payment to the contractor will be made in accordance with measurement and payment requirements for bid items and other requirements of the project specifications. Bid item quantities may be increased, decreased, or omitted as provided in the specifications.

Jefferson Parish requires all products to be new (current), and all work must be performed according to standard practices for the project. Unless otherwise specified, no after market parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least a one (1) year guaranty, in writing, from the date of delivery/acceptance of the project.

## **C. METHODS OF BID SUBMISSION**

All bids shall be submitted electronically through Jefferson Parish's eProcurement System online at no charge via Jefferson Parish's electronic procurement page by visiting [www.jeffparishbids.net](http://www.jeffparishbids.net). Registration and use of this site are free to Jefferson Parish vendors. Additional instructions are included in the text box highlighting electronic procurement.

Only bids properly signed (see more below) will be accepted. **NO LATE BIDS WILL BE ACCEPTED.** The name of the bidder must be legibly shown. If the bidder is an individual, their name and address should be shown. If the bidder is an entity, the name of the person given the requisite authority to submit the bid on behalf of the entity shall be shown and the address of the entity's place of business should be shown.

Evidence of agency, corporate, limited liability or partnership authority of the person submitting and signing the bid is required for submission of bid. A copy of a corporate resolution or other signature authorization shall be required for submission of the bid. Failure to include a copy of the appropriate signature authorization will result in the rejection of the bid unless bidder has complied with LSA-R.S. 38:2212(B)(5). Photostatic or font signatures shall result in the bid being rejected. However, an electronic signature as defined in LSA-R.S. 9:2602(8) is acceptable. Signature must be a secured digital signature. A sample corporate resolution and sample certification of sole proprietorship can be downloaded from the Jefferson Parish Purchasing Department's website <http://purchasing.jeffparish.net>, or you may provide your own document.

## **D. TIMELINES**

### **1. Prior to the closing time for receipt of scheduled bids**

A bid may be withdrawn at any time prior to the scheduled closing time for receipt of bids, provided a request in writing, executed by the bidder or his duly authorized representative, is filed with the Parish prior to that time. When such a request is received, the bid will be returned to the bidder unopened. However, no bid can be modified, corrected or withdrawn after the time set for closing such bid, except as provided by LSA-R.S. 38:2214(C) & (D).

The Parish, its engineers, architects or anyone distributing plans and specifications for Parish public work projects, equal to or over the contract limit as defined in LA-R.S. 38:2212, shall furnish all prime bidders who request bid documents and who are properly licensed by the Louisiana State Licensing Board for Contractors with at least one set of complete bid documents. A deposit or fee may be charged on the documents as authorized by LA-R.S. 38:2212.

Addenda may be issued, as authorized by LA-R.S. 38:2212 (O). All formal Addenda require written acknowledgment on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. Jefferson Parish reserves the right to award the bid to the next lowest responsive and responsible bidder in this event.

Prior to submitting a bid each bidder shall visit the site of the proposed work and fully acquaint himself with all surface and subsurface conditions as they may exist so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under this Contract. Bidders shall also thoroughly examine and be familiar with Drawings, Specifications, and Contract Documents. The failure or omission of any bidder to receive or examine any form, instrument, drawing, or document or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any bidder from any obligation with respect to



his bid and the responsibility in the premises rests with him. Submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to requirements of the plans, project specifications, Resolution No. 141125, as amended, and contract forms.

Any pre-bid test and boring data in connection with subsurface conditions which have been completed by the Parish or its engineers and furnished to the bidder shall not be considered as fully representative of subsurface conditions existing throughout the area tested nor shall they in any way be binding upon the Parish, it being understood that said data is furnished the bidder for his convenience only and the bidder shall be solely responsible for conducting his own boring explorations he deems necessary in preparing his bid. Any prospective bidder wishing to conduct boring explorations on Parish property must obtain written permission from Jefferson Parish prior to such explorations.

No claims shall be made against the Parish for additional compensation due to unforeseen subsurface conditions arising during progress of the work and which might be in variance with the Parish's pre-bid boring data.

## **2. Post-closing time for receipt of scheduled bids**

Except as where provided by law, bidder agrees that this bid shall be legally binding and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. In the event the Parish issues the Letter of Award (copy of adopted resolution awarding bid by Jefferson Parish Council) during this period, the bid accepted shall continue to remain binding pending execution of the Contract.

Bidder agrees to execute the ensuing Contract and will deliver applicable Bonds to secure the faithful performance thereof.

The Parish of Jefferson reserves the right to cancel this contract for convenience by issuing a thirty (30) day written notice to contractor.

## **E. BID REVIEW AND AWARD**

### **1. Rejection of Bids**

- a. Jefferson Parish may reject any and all bids for just cause in accordance with LA R.S. 38:2214(B). Just cause, for the purpose of the construction of public works, is defined, but is not limited to, the following circumstances:
  - (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.
  - (5) The disqualification by the public entity of all bidders.

- b. Additionally, bids may be considered irregular and be rejected for any of the following, but is not limited to the following circumstances:
- (1) If the bid form is on a form other than that furnished by the Parish or if the form is altered or any part thereof is detached.
  - (2) If affidavits included in bid form and/or required by law are not returned with the bid or are not properly executed and notarized.
  - (3) If there are unauthorized additions, conditional or alternate bids or irregularities which alter the general terms and conditions, the plans or specifications, or make the bid incomplete, indefinite, or ambiguous as to its meaning.
  - (4) If the bidder adds provisions reserving the right to accept or reject the award or to enter into the contract pursuant to the award.
  - (5) If an owner or a principal officer of the bidding firm is an owner or a principal officer of a firm which has been declared by the Parish to be ineligible to bid.
  - (6) If the proposed bid security does not meet the requirements of Section J.
  - (7) If more than one proposal for the same work, services, materials or supplies is received from an individual, partner, firm, corporation, joint venture, other legal entity, or combination thereof under the same or a different name.
  - (8) The bid is not properly signed or the authority of the signature person submitting the bid is deemed insufficient or unacceptable.
  - (9) If the bidder does not possess the proper license(s) required as noted in the specifications.
  - (10) Any other reasons for rejection set forth by State or Parish laws, Ordinances or Resolutions.
- c. In awarding contracts for materials and supplies, Jefferson Parish shall reject the lowest bid if received from a bidder domiciled in a Communist country, or if the materials or supplies are manufactured in a Communist country, including but not limited to China, North Korea and Vietnam, and to award the contract to the next lowest bidder. This Section shall not apply to any country having established trade relations agreements or approvals from the government of the United States. (LSA-R.S. 38:2212.3)

## **2. Disqualification of Bids**

- a. The causes for disqualification from consideration for award of a contract with Jefferson Parish are as follows (Jefferson Parish Code of Ordinances, Section 2-912):
- (1) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Parish contractor;
  - (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
  - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Director or his designee for Jefferson Parish to be serious as to justify disqualification:
    - i. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

- ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for disqualification; or
    - iii. Failure to timely pay, without cause, a subcontractor for work performed under a construction contract as required under Section 2-976 in Chapter 2, Article VII, of the Jefferson Parish Code of Ordinances, provided disqualification on such basis shall not exceed a period of one (1) year from the deadline to pay the subcontractor.
  - (5) Any other cause the Purchasing Director determines to be so serious and compelling as to affect responsibility as a Parish contractor, including debarment by another governmental entity for any cause;
  - (6) Violation of the State Code of Ethics or the ethical standards set forth in the Jefferson Parish Code of Ordinances;
  - (7) Failure to secure and/or maintain necessary licenses and/or permits;
  - (8) Failure to comply with the Jefferson Parish Code of Ordinances and/or the Jefferson Parish Comprehensive Zoning Ordinance; or failure to comply with or meet bid specifications and/or failure to be a responsible bidder.
  - (9) A bid which is not responsive to, or does not meet bid specifications, will be rejected as being non-responsive, but that bidder will not be disqualified from future Parish bids, nor will that bidder be given a hearing pursuant to procedure listed below.
- b. The procedures for disqualification from consideration for award of a contract with Jefferson Parish are set forth in Sec. 2- 912 (b).

### **3. Award of Contract**

The award of the contract, if it be awarded, will be by the Parish to the lowest responsive and responsible bidder whose proposal shall have complied with all the bid requirements. The successful bidder will be notified via the e-Procurement site that his bid has been accepted. No contract shall be executed with any contractor until their certificates of insurance, performance bonds, labor and materials payment bonds, or any other bonds required are made satisfactory to the Parish.

Jefferson Parish reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of Jefferson Parish. Every contract or order shall be awarded to the lowest responsible bidder, taking into consideration the conformity with the specifications, and the delivery and/or completion date.

Preference will be given to bidders requesting a preference in their bid in accordance with LSA-R.S. 38:2251-2261 for materials, supplies, and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the State of Louisiana, unless federal funding is directly spent by Jefferson Parish on this project.

The successful bidder shall execute the contract with the Parish in the form of the contract included in the specifications, a copy of which is annexed hereto, in such number of counterparts as the Parish may request within twelve (12) days after receipt of notice of award of the contract by the Parish. One copy of the executed contract with all documents forming a part thereof shall be filed at the expense of the contractor, with the Recorder of Mortgages in Jefferson Parish.

**PROTESTS:** Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-913 of the Jefferson Parish Code of Ordinances.)

**Upon full execution of the contract and receiving a written notice to proceed, the bidder agrees that all work shall be completed as follows:**

**The work shall be substantially complete within 120 calendar days of the written notice to proceed and completed and shall be ready for final acceptance no more than 30 calendar days after substantial completion.**

#### **F. SALES TAX EXEMPTION**

**For this project, the contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project** (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Parish), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session – Louisiana Revised Statute 47:301(8)(c). Parish will furnish to contractor a certificate form which certifies that Parish is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Parish the amount of taxes not incurred.

#### **G. LIQUIDATED DAMAGES**

In accordance with Resolution No. 141125, as amended, Bidder agrees to pay, as liquidated damages, the sum of \$ 500.00 for: (1) each consecutive calendar day after the agreed date of substantial completion that the work remains substantially incomplete, and (2) each consecutive calendar day after the 30th day following the actual date of substantial completion that the work has not been finally completed.

In addition to, but not in lieu of the per diem liquidated damages, Parish shall also be entitled to recover from the contractor or the contractor's surety additional liquidated damages as detailed in Resolution No. 141125, as amended. These additional liquidated damages may include, but are not limited to the following, in the amounts and for each of the items identified in the Supplementary Conditions:

(1)	Extended Architectural and/or Engineering Fees	\$ <u>198.60</u> /hour
(2)	Extended Resident Project Representative Fee	\$ <u>175.00</u> /hour
(3)	Extended Construction Management Fees	\$ <u>1,588.80</u> /day
(4)	Extended Parish's Overhead and Personnel Expenses	\$ <u>342.26</u> /hour

- (5) Parish's Other Costs Directly Related to the Delay in Completion Beyond the Contract Times.

Whenever contractor's work requires inspections in excess of the budgeted amount for inspection, the contractor shall reimburse the Parish for the additional costs incurred by the Parish attributable to inspection of the contracted project in excess of the budgeted amount for inspections.

The reasonable budget for such inspections is \$ 56,000 . Resident Project Representative overtime rates shall be calculated at 1.2 times the hourly rate. The cost of inspection in excess of this budgeted amount shall be assessed against Contractor's progress payments, all in accordance with Louisiana Public Bid Law.

#### **H. ETHICAL STANDARDS AND COOPERATION WITH THE OFFICE OF THE INSPECTOR GENERAL, INCLUDING CONFLICTS OF INTEREST**

Vendor agrees by bid submission to comply with all provisions of Louisiana Law as well as compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, as published on <http://ethics.la.gov> and applicable Jefferson Parish ethical standards and Jefferson Parish Terms and Conditions.

Inspector General: It shall be the duty of every Parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the Parish, and the duty of every applicant for certification of eligibility for a Parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). Every Parish contract and every bid, proposal, application or solicitation for a Parish contract, and every application for certification of eligibility for a Parish contract or program shall contain a statement that the corporation, partnership, or person understands and will abide by all provisions of JPCO 2-155.10. By submitting a bid, Bidder acknowledges this and will abide by all provisions of the referenced JPCO.

Conflicts of Interest: Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

#### **I. REQUIRED AFFIDAVITS**

For convenience, all legally mandated affidavits have been combined into one form, entitled **Public Works Bid Affidavit**. All bidders must submit with their bid submission, a completed, signed and properly notarized affidavit in its original format and without alteration in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration prior to, or at contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

The person submitting the bid, and whose authority to submit has been evidenced on the Corporate Resolution is the proper party to execute the **Public Works Bid Affidavit**.

**J. BID REQUIREMENTS (BID DOCUMENTS, SPECIFICATIONS, BONDS, W-9 AND PAYMENT INFO)**

Bidders must review the bid specifications and include any required documentation including but not limited to the LA Public Works Uniform Bid Form, Bid Security, Corporate Resolution or written evidence of signature authority, and the Public Works Affidavit. Pursuant to L.A.R.S. 38:2212(B)(3)(b), bidders shall also be responsible for providing any other documentation as required. Please note that the payment and performance bonds must be supplied by the successful bidder at contract signing.

No oral interpretation will be made to any bidder as to the meaning of the drawings, specifications, or contract documents. Every request for such interpretation shall be made in writing and addressed and forwarded to the Engineer, Architect or person distributing plans and specifications. No inquiry received within five (5) days prior to the day fixed for opening of the bids will be given consideration. Every interpretation made to the bidder shall be in the form of an addendum to the specifications and shall be issued as authorized by LA-R.S. 38:2212(O).

All such addenda shall become a part of the contract documents. Failure of any bidder to receive any such interpretation shall not relieve any bidder from any obligation under his bid as submitted without modification.

The specifications and plans are complementary of each other and all work called for or reasonably implied by either shall be performed as if called for by both. In case of conflict between the requirements of the specifications and plans, the specifications shall take precedence. Figured dimensions shall take precedence over scale dimensions, and larger scale details shall take precedence over smaller scale details in the general work drawings.

All vendors submitting bids shall register as a Jefferson Parish vendor, if not already registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and click on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

Bidders must comply with all provisions of this Notice, the Standard General Conditions of the Construction Contract and any special conditions and specifications contained herein, all of which are made part of this bid proposal. Resolution No. 141125, as amended, will be considered a part of the bid whether attached or not. A copy of these terms and resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, Louisiana 70053. Bidders may also obtain a copy by visiting the Purchasing Department's webpage at <http://purchasing.jeffparish.net> and clicking on online forms.

**Bid Security:** Bidders shall provide bid security in the form of an electronic bid bond in the amount of five percent (5%) of the total bid price (Base Bid and any Alternates) (as per R.S. 38:2218). The Bid Security shall remain valid until the contract is executed or until final disposition is made of the bids submitted. Such security will become the property of the Parish in the event the successful bidder fails or refuses to execute the contract or fails to produce performance and payment bonds upon contract signing. Bids shall remain binding for at least forty-five (45) days after the date set for the Bid Opening. In the event the Parish issues the Letter of Award during this period, the bid



accepted shall continue to remain binding until the execution of contract. Jefferson Parish and the lowest responsible bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days.

When submitting online, bidders must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.

**Performance Bond:** A performance bond is required in 100% of the contract amount and is due at the signing of the formal contract, unless another percentage is required in the bid specifications. In the event of a conflict between these instructions and the bid specifications, the bid specifications shall control.

**Payment Bond:** A payment bond is required in 100% of the contract amount and is due at the signing of the formal contract, unless another percentage is required in the bid specifications. In the event of a conflict between these instructions and the bid specifications, the bid specifications shall control.

To the extent permitted by law, the bond requirements as set forth herein are waived insofar as Community Development Housing Rehabilitation Construction Contracts are concerned for single family, owner-occupied dwellings. The Parish Attorney's Office will omit the requirements in connection with Community Development Housing Rehabilitation Construction Contracts for single family, owner-occupied dwellings.

#### **K. INSURANCE REQUIREMENTS**

All bidders must submit with bid submission a current (valid) insurance certificate evidencing required coverages. Failure to comply will cause the bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name the Jefferson Parish, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

#### **JEFFERSON PARISH REQUIRED STANDARD INSURANCE**

##### **☒ WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

☒ **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000 Combined Single Limit per Occurrence for bodily injury and property damage.

☒ **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000 each person; \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence.

**UMBRELLA LIABILITY COVERAGE**

An umbrella policy or excess may be used to meet minimum requirements.

**FOR CONSTRUCTION AND RENOVATION PROJECTS:**

The following are required if selected. Such insurance is due upon contract execution.

☒ **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

☐ **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the Parish of Jefferson and contractor as their interest may appear.

**INSURANCE DEDUCTIBLES** - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

**L. INDEMNIFICATION**

Bidder acknowledges that bidder recovered the cost of any required insurance in the contract price as required by LA R.S. 9:2780.1(I) and that bidder recovered any such cost for the purposes of insuring an obligation to indemnify Jefferson Parish, defend Jefferson Parish, or hold Jefferson Parish harmless and that bidder's indemnity liability is limited to the amount of the proceeds that are payable under the insurance policy or policies that bidder has obtained.

**M. FAMILIARITY WITH LAWS AND ORDINANCES**

Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, Parish/Municipal Ordinances, Resolutions, and the rules and regulations of all authorities having jurisdiction over construction of the project, which may directly or indirectly affect the work or its prosecution.

These laws and/or ordinances will be deemed to be included in the contract, the same as though herein written in full.



In case of conflict between the requirements of these specifications and any State and/or Federal Regulations or Laws, the State and/or Federal Regulations or Laws shall take precedence in all cases in which State and/or Federal Funding of the contract, in whole or in part, depends upon compliance with said State and/or Federal Regulations or Laws.

## **N. MISCELLANEOUS**

The successful bidder may be required to furnish a statement of the origin, composition, and manufacture of materials to be used in construction of the work together with samples, which samples may be subjected to testing to determine their quality and fitness for the work, as specified.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, sex or religion except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Acts of 1964, or Title VI and VII of the Act of April 11, 1968 shall also apply, as amended; nor discriminate on the basis of age under the Age Discrimination Act of 1975, as amended; nor with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k) (5) of the Regulations.

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, including ethics statements, claims or controversies, and termination based on contingency of appropriation of funds, as applicable.

## **Public Works Bid Affidavit Instructions**

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.**

*Instruction sheet may be omitted when submitting the affidavit*

**Public Works Bid**

**AFFIDAVIT**

**STATE OF** Louisiana

**PARISH/COUNTY OF** Ascension

BEFORE ME, the undersigned authority, personally came and appeared: Pedro Alfaro  
, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized Owner of Alfaro Bros Concrete Construction, LLC  
(Entity), the party who submitted a bid in response to Bid Number 5000144039, to the Parish of  
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

**Choice A**        Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

**Choice B**   x   there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

**Choice A** \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the parish to the Affiant.

**Choice B**   x   There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has 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 Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67, 16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

*[The remainder of this page is intentionally left blank.]*

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).

  
\_\_\_\_\_  
Signature of Affiant

  
\_\_\_\_\_  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 03 DAY OF January, 2024.

  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary **Gina B. McBride**  
Notary Public No 68850  
My Commission is for Life

\_\_\_\_\_  
Notary/Bar Roll Number

My commission expires \_\_\_\_\_.





## CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
Alfaro Bros Concrete Construction, LLC

---

INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_Alfaro Bros Concrete Construction, LLC\_\_\_\_\_  
INCORPORATED, DULY NOTICED AND HELD ON \_January 3, 2024\_\_\_\_\_,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED THAT \_Pedro Alfaro\_\_\_\_\_, 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 JEFFERSON 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 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 BEEN REVOKED OR  
RESCINDED.

  
\_\_\_\_\_  
SECRETARY-TREASURER

  
\_\_\_\_\_  
DATE

# Bid Bond

An Electronic Bid Bond must be submitted with this bid, through one of the respective clearing houses at [www.jeffparish.net](http://www.jeffparish.net) or [www.centralbidding.com](http://www.centralbidding.com). To access the bonding companies on Central Bidding, hover over the “Central Bidding” link at the top of the page and select the “Bid Bonds” link.

The electronic bid bond number is to be placed in the required section listed on the standard envelope. Scanned copies of bid bonds will not be accepted with your submission.

The screenshot shows the Central Bidding website interface. At the top, there is a navigation bar with links for "ABOUT US", "TESTIMONIALS", "CENTRAL BIDDING", and "PROCUREMENT SOLUTIONS". A dropdown menu is open under "CENTRAL BIDDING", showing options: "Bids by Agency", "Search Bids", "Bid Bonds", and "Contact Us". The main banner features a background image of hands holding a pen over a document, with the text: "Central Bidding is the leading provider of online bidding services to local agencies." Below the banner are three buttons: "CENTRAL BIDDING", "SURPLUS SALES", and "REGISTER NOW!".

On the left side, a list of statistics is displayed:

- \$41.6 Billion**
- 38,136 Bid Opportunities**
- 18,123 Vendors**
- 568 Agencies**

On the right side, there is a section titled "Browse Thousands of Public Bids today!" followed by a paragraph: "Central Bidding, founded in 2007, is one of the largest providers of electronic bidding services to public and private buying entities. Vendors have trusted Central Bidding to securely deliver more than \$31.2 Billion worth of electronic bids for more than 450 buying entities since their founding. Central Bidding works under exclusive contract with each of these buying entities and in each instance Central Bidding is the only official electronic location to receive the bid documents, the automated updates and allowance of electronic bids." Below this text is a "Learn More" button.

At the bottom left, a small URL is visible: <https://www.centralauctionhouse.com/central-bidding/bid-bonds>

BBI



Anti-Lobbying Form

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, Pedro Alfaro - Owner, hereby certify on  
(name and title of bidder's official)

behalf of Alfaro Bros Concrete Construction, LLC that:  
(name of bidder)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 17 day of January, 2024.

By   
(signature of authorized official)

Owner  
(title of authorized official)

Debarment/Suspension Form

**DEBARMENT/SUSPENSION CERTIFICATION**

**Debarment:**

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Pedro Alfaro - Owner

\_\_\_\_\_  
(Name and Title of bidder's official)

Alfaro Bros Concrete Construcction, LLC

\_\_\_\_\_  
(Name of bidder/company)

1068 E Worthey St., Suite B

\_\_\_\_\_  
(Address)

Gonzales, LA 70737

\_\_\_\_\_  
(Address)

PHONE 225-390-1081 FAX 225-367-2416

EMAIL pedro@alfarobrosconcrete.com



\_\_\_\_\_  
Signature

01/17/2024

\_\_\_\_\_  
Date

### **Acknowledgement of Required Federal Clauses and Certifications**

The Master Agreement between the Jefferson Parish Department of Transit Administration (JPTA) and the Federal Transportation Administration (FTA) has specific provisions that are passed on to all third-party contractors including, but not limited to, Civil Rights, Nondiscrimination, Affirmative Action/Equal Employment Opportunities, Disadvantaged Business Enterprise, Debarment and Suspension, and all applicable federal regulations. These provisions and all applicable appendices of the Agreement are herein incorporated by reference and made a part of this contract.

Signed:



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Authorized Signing Official

01/17/2024

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Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2024

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).

<b>PRODUCER</b> Cadence Insurance 12320-1 Hwy 44 Gonzales LA 70737	<b>CONTACT</b> NAME: Brooke Hitzman PHONE (A/C, No, Ext): 225-647-5767 E-MAIL ADDRESS: Brooke.Hitzman@cadenceinsurance.com FAX (A/C, No): 225-647-4761
License#: PC-1092395 ALFABRO-01	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Continental Casualty Company INSURER B: American Casualty Company of Reading, PA INSURER C: National Fire Ins Co Hartford INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Alfaro Bros Concrete Construction IPUMP Concrete Pumping P O Box 1848 Gonzales LA 70707	<b>NAIC #</b> 20443 20427 20478

**COVERAGES****CERTIFICATE NUMBER:** 1746093755**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 MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7015130960	8/21/2023	8/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7015573089	8/21/2023	8/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7015312528	8/21/2023	8/21/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A			WC715130974	8/21/2023	8/21/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

If required by written contract, certificate holder is:

- Additional Insured with respects to General Liability including Completed Operations and is Primary & Non-Contributory
  - Additional Insured with respects to Auto Liability
  - Granted a Waiver of Subrogation on General Liability; Auto Liability & Workers' Compensation
  - 30 day notice of cancellation except 10 days for non-payment.
- BID# 50-00144039

**CERTIFICATE HOLDER****CANCELLATION**

Jefferson Parish, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council  
200 Derbigny Street, Suite 4400  
Gretna LA 70053

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

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## APPENDIX C-1

### APPLICABILITY OF THIRD-PARTY CONTRACT PROVISIONS

No.	PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchases	Construction	Materials & Supplies
1	No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
2	Program Fraud and False or Fraudulent Statements and Related Acts	All	All	All	All	All
3	Access to Records and Reports	All	All	All	All	All
4	Changes to Federal Requirements	All	All	All	All	All
5	Civil Rights and Equal Opportunity	All	All	All	All	All
6	Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
7	Incorporation of FTA Terms	All	All	All	All	All
8	Safe Operation of Motor Vehicles	All	All	All	All	All
9	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All	All
10	Resolution of Disputes, Breaches, or Other Litigation	Exceeds Simplified Acquisition Threshold	Exceeds Simplified Acquisition Threshold	Exceeds Simplified Acquisition Threshold	Exceeds Simplified Acquisition Threshold	Exceeds Simplified Acquisition Threshold
11	Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
12	Special EEO Provision for Construction Contracts				>\$10,000 if 49 CFR Part 18 or 19 indicate that DOL EEOC regs at 41 CFR Chap 60 apply.	
13	Government-Wide Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
14	Notice to FTA and U.S. Inspector General of Fraud, Waste, or Abuse, or Other Legal Matters	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000

No.	PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchases	Construction	Materials & Supplies
15	Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
16	Buy America			>\$150,000	>\$150,000	>\$150,000
17	Clean Air	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
18	Clean Water	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
19	Cargo Preference			For property transported by ocean vessel.	For property transported by ocean vessel.	For property transported by ocean vessel.
20	Fly America	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.
21	Construction Employee Protections – Davis- Bacon Act				>\$2,000 (including ferries)	
22	Construction Employee Protections – Contract Work Hours & Safety Standards Act		>\$100,000	>\$100,000	>\$100,000 (including ferries)	
23	Construction Employee Protections – Copeland Anti-Kickback Sections 1 and 2				All (Section 1) >\$2,000 (Section 2)	
24	Bonding for Construction Activities				>\$250,000	
25	Seismic Safety	A&E for new buildings & additions			new buildings	
26	Non-Construction Employee Protections – Contract Work Hours & Safety Standards Act	>\$100,000	>\$100,000	>\$100,000		>\$100,000
27	Transit Employee Arrangements		Transit Operations			
28	Charter Service Operations		All			
29	School Bus Operations		All			
30	Drug and Alcohol Testing		Transit Operations			
31	Patent Rights and Rights in Data	Research & Development				

No.	PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchases	Construction	Materials & Supplies
32	Energy Conservation	All	All	All	All	All
33	Recycled Products		EPA-selected items \$10,000 or more annually		EPA-selected items \$10,000 or more annually	EPA-selected items \$10,000 or more annually
34	Conformance with ITS National Architecture	ITS Projects	ITS Projects	ITS Projects	ITS Projects	ITS Projects
35	Access for Individuals with Disabilities	All	All	All	All	All
36	Assignability Clause	All	All	All	All	All
37	Bus Testing			All		
38	Buy America – Rolling Stock			>\$150,000		
39	Pre-Award and Post-Award Audits of Rolling Stock			>\$150,000		
40	Federal Motor Vehicle Safety Standards (FMVSS)			>\$150,000		
41	Veterans Preference				>\$150,000	
42	Transit Vehicle Manufacturer (TVM) Certifications			ALL		

## APPENDIX C-2

### **FEDERAL PROVISIONS, REQUIRED CLAUSES, AND CERTIFICATIONS**

The following federal clauses and provisions are incorporated by reference in any contract resulting from this procurement issued by JPTA. Some clauses apply to all contracts, while some only apply to certain activities or dollar thresholds. The application of each clause is included in the following summary of applicable clauses and certifications.

These procurement provisions and required contract clauses are in addition to other General Terms and Conditions, Special Terms and Conditions, Bidding or Proposal Procedures, and Bid or Proposal Forms that may also be incorporated by reference in any contract. Some provisions and clauses require the Bidder or Proposer to execute and submit certain required certifications with the bid or proposal. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

#### **1. No Federal Government Obligation to Third Parties**

*(Applies to all contracts)*

JPTA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to JPTA, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **2. Program Fraud and False or Fraudulent Statements and Related Acts**

31 U.S.C. 3801-3812 et seq., 49 CFR Part 31, 18 U.S.C. 1001, 49 U.S.C. 5307, 49 USC § 5323(I)

*(Applies to all contracts)*

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **3. Access to Records and Reports**

*(Applies to all contracts)*



The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to: data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to the performance of this contract as reasonably may be required. The Contractor also agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR 200.333. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

#### **4. Changes to Federal Requirements**

*(Applies to all contracts)*

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between JPTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to so comply shall constitute a material breach of this contract.

The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **5. Civil Rights and Equal Opportunity**

*(Applies to all contracts)*

JPTA is an Equal Opportunity Employer (EEO). As such, it agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, JPTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Upon entering into a contract with JPTA, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

- a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply.

with any implementing requirements FTA may issue.

- c. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## **6. Disadvantaged Business Enterprise (DBE)**

49 CFR Part 26

*(Applies to all contracts)*

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. It is the policy of JPTA to practice nondiscrimination based on race, color, sex, or national origin in the award and administration of all DOT-assisted contracts. JPTA’s DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement.
- b. The Contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as JPTA deems appropriate, which may include, but not be limited to:
  - 1. Withholding monthly progress payments;
  - 2. Assessing sanctions;
  - 3. Liquidated damages; and/or
  - 4. Disqualifying the contractor from future bidding as non-responsible under 49 CFR 26.13(b).
- c. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work within ten (10) days after the Contractor’s receipt of payment for that work from JPTA. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed and accepted. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by JPTA. This clause applies to both DBE and non-DBE subcontracts.
- d. The Contractor must promptly notify JPTA’s DBE Liaison Officer whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of JPTA.

## **7. Incorporation of Federal Transit Administration (FTA) Terms**

FTA Circular 4220.1F

*(Applies to all contracts)*

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. The provisions in the Circular include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions.

The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any JPTA requests, which would cause JPTA to be in violation of the FTA terms and conditions.

## **8. Safe Operation of Motor Vehicles**

23 U.S.C. Part 402, Executive Order 13043, Executive Order 13513, U.S. DOT Order 3902.10

*(Applies to all contracts)*

The Safe Operation of Motor Vehicles provisions apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third-party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third-party agreements supported with Federal assistance.

Seat Belt Use - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or JPTA.

Distracted Driving - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## **9. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment**

2 CFR Part 200.216

*(Applies to all contracts)*

a. The prohibition on certain telecommunications and video surveillance services or equipment applies to all federally funded third-party contracts. JPTA is prohibited from using federal funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

b. As described in Public Law 115-232, section 889, "Covered telecommunications equipment or services" is:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.

- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- c. The Contractor or subcontractor shall not provide covered telecommunications equipment or services in the performance of this contract.

## **10. Resolution of Disputes, Breaches or Other Litigation**

49 CFR Part 18, FTA Circular 4220.1F

*(Applies to all contracts over the Simplified Acquisition Threshold, currently \$250,000)*

**BREACH OF CONTRACT:** The successful bidder shall be deemed in breach of contract if the successful bidder: fails to comply with any terms of the contract; fails to cure such noncompliance within five (5) calendar days from the date of written notice from JPTA or such other timeframe, greater than five (5) calendar days, specified in the notice; fails to submit a written response to the notification from JPTA within five (5) calendar days after the date of the notice. All notices under the contract shall be submitted by email and followed up with a hard copy by certified mail, return receipt request, to the person specified in the notice.

The successful bidder shall not be in breach of the contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the successful bidder and its subcontractors. Such causes may include, but not be limited to: acts of God or of the public enemy, acts of JPTA in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather (e.g., hurricane).

### **DISPUTES.**

Claims. Written notice of the Contractor to file a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such claims, whether for money or other relief, shall be submitted in writing to the Director or designee no later than sixty (60) days after final payment. The Executive Director or designee shall give written notification of the final decision on such claim to the Contractor within thirty (30) days of the date the claim was received. The Contractor may not institute legal action before receiving the final written decision unless the Director or designee fails to render such decision within the specified time. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

Claims Relief. Under certain circumstances beyond the control of the Contractor, such as acts of God, sabotage, and fire or explosion not caused by negligence of the Contractor or its agent, JPTA's Director or designee may extend the time limit for performance required by the Contract. Any such extension must be issued in writing and signed by the Director and ratified by Council.

## **11. Termination**

2 CFR §200.339, 2 CFR part 200 Appendix II (B)

*(Applies to all contracts over \$10,000 total value if 49 CFR Part 18 applies)*

Subject to the provisions below, the Authority upon thirty (30) days advance written notice to the other party, may terminate the contract. Upon receipt of a notice of termination, the Contractor shall cease all work underway on behalf of the Authority unless advised by the Authority to do otherwise. In the event of termination, Contractor shall be compensated only for the services as set forth in the contract provided to the satisfaction of the Authority and expenses incurred as of the date of termination. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Authority, without the required thirty (30) days advance notice, then the Authority shall be responsible for payment of services up to the termination date.

- b. Termination for Cause: Termination by the Authority for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision and termination costs, if any shall not apply. However, pursuant to the Default paragraph of these General Conditions, the Authority may hold the Contractor responsible for any resulting additional purchase and administrative costs. Any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the Authority by reason of the Contractor's default. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

## **12. Special EEO Provisions for Construction Contracts**

*(Applies to all contracts over \$10,000 total value if 49 CFR Part 18 or 19 indicate that DOL EEOC regulations at 41 CFR Chapter 60 apply)*

For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, which implement Executive Order No. 11246 "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246", relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

## **13. Government-Wide Debarment and Suspension**

2 CFR Part 180 and 1200; 2 CFR § 200.213; 2 CFR part 200 Appendix II(I); Executive Order 12549; Executive Order 12689

*(Applies to all contracts and subcontracts at any tier expected to equal or exceed \$25,000, or any contract or subcontract at any tier for federally-required audit)*

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are not excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945. The Contractor is required to comply with 2 CFR part 180, Subpart C, supplemented by 2 CFR part 1200, and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

*The certification in this clause is a material representation of fact relied upon by JPTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to JPTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR part 180, Subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.*

JPTA will use the System for Award Management (SAM) before entering into any contracts and review the Excluded Parties List System in SAM to verify if any third-party contractor is on the excluded list.

## **14. Notice to FTA and U.S. Inspector General of Fraud, Waste, or Abuse, or Other Legal Matters**

*(Applies to all contracts and subcontracts at any tier expected to equal or exceed \$25,000, or, any contract or subcontract at any tier for federally-required audit*

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify JPTA, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which JPTA is located. The Contractor must include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement between the FTA and JPTA, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

***Additional Notice to U.S. DOT Inspector General.*** The Contractor must promptly notify JPTA, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which JPTA is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement with JPTA involving a principal, officer, employee, agent, or Third Party Participant of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

## **15. Lobbying**

31 U.S.C. § 1352, 2 CFR § 200.450, 2 CFR part 200 Appendix II (J), 49 CFR Part 20

*(Applies to any contract or subcontract in excess of \$100,000)*

All contractors will be required to submit a certification with the following language, as found in 49 CFR part 20, Appendices A and B:

*No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.*

*If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.*

*The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**16. Buy America**

49 U.S.C. § 5323(j), 49 CFR Part 661; 49 U.S.C. 5323(j)(2)(C), 49 CFR 661.11

*(Applies to all purchases of steel, iron, or manufactured products over \$ 150,000. There are additional Buy America provisions for rolling stock)*

The Bidder/Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. A-17. The Bidder/Contractor must submit to JPTA the appropriate Buy America certification below with its bid. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Requirements for rolling stock are set out in 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal funds may not be obligated unless rolling stock is manufactured in the United States and have a seventy percent (70%) domestic content.

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to JPTA the appropriate Buy America certification with all bids where FTA funds are provided, except those subject to a general waiver or less than \$150,000. Bids or offers that are not accompanied by a completed Buy America certification will be deemed nonresponsive.

**17. Clean Air**

42 U.S.C. § 7401 – 7671q, 33 U.S.C § 1251-1387, 2 C.F.R. part 200; Appendix II (G)

*(Applies to any contract or subcontract in excess of \$150,000)*

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to not use any violating facilities and to report the use of prohibited facilities or facilities that are on or likely to be placed on the U.S. EPA “List of Violating Facilities.” The Contractor will report violations of use of prohibited facilities to FTA and it will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended, (33 U.S.C. § 1251-1387).

**18. Clean Water**

33 U.S.C. 1251-1387

*(Applies to any contract or subcontract in excess of \$150,000)*

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 through 1387. The Contractor agrees to not use any violating facilities and to report the use of prohibited facilities or facilities that are on or likely to be placed on the U.S. EPA “List of Violating Facilities.” The Contractor shall report any violations to the FTA and the appropriate EPA Regional Office.

**19. Cargo Preference Requirements**

46 U.S.C. § 55305, 46 CFR, Part 381

*(Applies to any contract in which equipment, materials or commodities are transported by ocean vessel)*

The contractor agrees:

- to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **20. "Fly America" Requirements**

49 U.S.C. § 40118, 41 CFR Part 301-10; 48 CFR 47.4

*(Applies to any contract which involves transportation of persons or property by air between the U.S. and a place outside of the U.S.)*

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of personnel (and their personal effects) or property, to the extent such service is available. In the event that a contractor selects a carrier other than a U.S.-flag carrier for international air transportation, the Contractor shall submit an appropriate statement or memorandum explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## **21. Davis-Bacon Act**

49 U.S.C. § 5333(a)

*(Applies to all prime construction, alteration, or repair contracts over \$2,000)*

JPTA shall place a copy of the current prevailing wage determination in the solicitation. The decision to award a contract will be conditioned upon the acceptance of the wage determination.

Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

## **22. Contract Work Hours and Safety Standards Act (Construction)**

40 U.S.C. §§ 3701 – 3708; 29 CFR Part 5

*(Applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers)*



The Contractor shall comply with the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 - 3708., as supplemented by DOL regulations at 29 C.F.R. Part 5.

Overtime Requirements – The Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required.

Withholding for unpaid wages and liquidated damages - JPTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth herein.

Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

## **23. Copeland Anti-Kickback Act (Sections 1 and 2)**

18 US Code 874; 40 USC 3145; 29 CFR 3 and 5

*(Applies to all construction contracts, Section 1, and all prime construction, alteration, or repair contracts over \$2,000, Section 2)*

**Section 1.** The Contractor shall induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works that are financed in whole or in part by the United States, to give up any part of the compensation to which he or she is otherwise entitled.

**Section 2.** The Contractor shall submit a weekly statement of compliance to JPTA with respect to the wages paid each employee performing covered work during the preceding week.

## **24. Bonding Requirements (Construction)**

*(Applies to all construction or facility improvement contracts or subcontracts exceeding Simplified Acquisition Threshold, currently \$250,000)*

The FTA may accept the bonding policy and requirements of JPTA if it is determined that the Federal interest is adequately protected. If JPTA has not proposed alternate bonding requirements and a such a determination has not been made, the following minimum requirement apply:

### **Bid Bond Requirements**

Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible financial institution, be issued by a fully qualified surety company acceptable to JPTA and made payable to JPTA. The amount of such guaranty shall be equal to five percent (5%) of the bid price. The bid guarantee is an assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

In submitting this bid, it is understood and agreed by bidder that JPTA reserves the right is to reject any and all bids, or part of any bid, and it is agreed that the bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of Recipient.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of its bid within ninety (90) days after the bid opening without the written consent of JPTA or refuse or be unable to enter into this contract, he shall forfeit his bid guaranty to the extent of JPTA's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense JPTA for the damages occasioned by default, then the undersigned bidder agrees to indemnify JPTA and pay over to JPTA the difference between the bid guaranty and JPTA's total damages, so as to make JPTA whole.

#### **Performance Bond Requirements**

A Performance Bond in the amount of one hundred percent (100%) of the contract value is required by JPTA to secure fulfillment of all the contractor's obligations under the contract.

JPTA may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. JPTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

#### **Payment Bond Requirements**

A Payment Bond in the amount of one hundred percent (100%) of the contract value is required by JPTA to assure payment as required by law of all persons supplying labor and materials in execution of the work under the contract. The bond may be issued by a fully qualified surety company acceptable to JPTA and made payable to JPTA.

### **25. Seismic Safety Requirements**

42 U.S.C. 7701 *et seq.*, 49 CFR Part 41, Executive Order 12699

*(Applies to any contract for construction of or addition to a building)*

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

### **26. Contract Work Hours and Safety Standards Act – Not Involving Construction**

*(Applies to any non-construction contract exceeding \$100,000)*

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions

Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

Any records maintained under this section shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

## **27. Public Transit Employee Protective Arrangements**

*(Applies to all contracts for transit operations)*

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b) (“13(c)”):

**U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

**Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

**Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

## **28. Charter Bus Operations**

*(Applies to all contracts for operations and management)*

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, “Charter Service,” 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

## **29. School Bus Operations**

*(Applies to all contracts for operations and management)*

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

## **30. Drug and Alcohol Testing**

49 U.S.C. § 5331, 49 CFR Part 655 and Part 40

*(Applies to Contractors Performing Safety-Sensitive Functions in Transit Operations)*

FTA provides three options for JPTA to work with the Contractor to implement an effective drug and alcohol testing program. JPTA may modify the options below in determining the best approach for an effective testing program.

### **Option 1**

The Contractor agrees to participate in JPTA's drug and alcohol program established in compliance with 49 CFR Part 655.

### **Option 2**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Virginia Department of Rail and Public Transportation, or JPTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 655 before (insert date). To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

### **Option 3**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Virginia Department of Rail and Public Transportation, or JPTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 655 before (insert date). To certify

compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

### **31. Patent Rights and Rights in Data**

37 CFR Part 401, 49 CFR Parts 18 and 19, 2 CFR part 200 Appendix II (F)

*(Applies ONLY to research projects in which FTA finances experimental, developmental, or research work)*

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant JPTA intellectual property access and licenses deemed necessary for the work performed under this contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

**32. Energy Conservation**

42 U.S.C. § 6321 et seq., 49 CFR Part 622, subpart C

*(Applies to all contracts)*

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan for the Commonwealth of Virginia, which is issued in compliance with the Energy Policy and Conservation Act.

The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**33. Recycled Products**

42 U.S.C. § 6962, 40 CFR Part 247, 2 CFR part 200.322

*(Applies to all contracts and subcontracts for items designated by the EPA, where the purchase price exceeds \$10,000 or the value of the quantity acquired during the previous fiscal year exceeded \$10,000.)*

The Contractor agrees to provide a preference, consistent with maintaining a satisfactory level of competition, for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), and U.S. EPA's "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247.

**34. Conformance with National Intelligent Transportation Systems (ITS) Architecture**

*(Applies to contracts funded in whole or in part by the Highway Trust Fund)*

All ITS projects shall be based on a system engineering analysis. The systems engineering analysis shall include, at a minimum:

1. Identification of portions of the regional ITS architecture being implemented;
2. Identification of participating agencies' roles and responsibilities;
3. Requirements definitions;
4. Analysis of alternative system configurations and technology options to meet requirements;
5. Analysis of financing and procurement options;
6. Identification of applicable ITS standards and testing procedures; and
7. Procedures and resources necessary for operations and management of the system.

The final design of all ITS projects shall accommodate the interface requirements and information exchanges as specified in the regional ITS architecture.

All ITS projects shall use applicable ITS standards and interoperability tests that have been officially adopted through rulemaking by US DOT.

**35. Access Requirements for Individuals with Disabilities**

49 U.S.C. § 5301(d); 49 CFR part 27; 28 CFR Part 36

*(Applies to all contracts)*

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractors also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with all applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36.
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 CFR Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 CFR Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **36. Assignability Clause**

*(Applies to all contracts)*

Any public agency (i.e., city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of this proposal at the same prices, terms, and conditions. JPTA reserves the right to assign all or any portion of the products or services awarded under this Contract including option quantities. This assignment, should it occur, shall be agreed to by JPTA and the contractor. Once assigned, each agency will enter into its own contract and be solely responsible to the contractor. JPTA's right of assignment will remain in force until completion of the contract to include options, whichever occurs first. JPTA shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the Contractor.

**37. Bus Testing**

49 U.S.C. 5318(e), 49 CFR Part 665

*(Applies to any contract for the acquisition or lease of any new bus model, or any bus model with a major change in configuration or components)*

The Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

**38. Buy America - Rolling Stock**

*(Applies to any contract for the acquisition of rolling stock)*

Requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11 and provide that federal funds may not be obligated unless rolling stock is manufactured in the United States and have a seventy percent (70%) domestic content. These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to JPTA the appropriate Buy America certification with all bids where FTA funds are provided, except those subject to a general waiver or less than \$150,000. Bids or offers that are not accompanied by a completed Buy America certification will be deemed nonresponsive.

**39. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases**

49 U.S.C. § 5323, 49 CFR Part 663

*(Applies to any contract for the acquisition of rolling stock)*

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

**40. Federal Motor Vehicle Safety Standards (FMVSS),**

49 CFR Part 500

*(Applies to any contract for the purchase of vehicles)*

The Contractor (whether manufacturer or dealer) certifies that the vehicles to be supplied under the contract shall conform to all applicable Federal Motor Vehicle Safety Standards of the U.S. Department of Transportation, National Highway Traffic Safety Administration, and are certified by installation of the required certification plate.



#### **41. Veterans Preference**

49 CFR Part 5325 (K)

Veterans Employment. As provided by 49 U.S.C. § 5325(k):

a. To the extent practicable, Contractor agrees that it:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and

2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Contractor also assures that its sub-contractor will:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

#### **42. Transit Vehicle Manufacture (TVM) Certifications.**

49 CFR Part 26

49 CFR §26.49 Consultant must submit to JP Transit a certification from each transit vehicle manufacture that desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR §26.49. JP Transit may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goalsetting procedures.

"General Decision Number: LA20230038 12/08/2023

Superseded General Decision Number: LA20220038

State: Louisiana

Construction Type: Building

County: Jefferson County in Louisiana.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	06/16/2023
4	10/20/2023
5	12/08/2023

\* ASBE0053-001 09/04/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.54	9.74

-----

\* ELEC0130-011 12/04/2023

	Rates	Fringes
ELECTRICIAN (Including Communication Technician and Low Voltage Wiring; Excluding Installation of HVAC/Temperature Controls).....	\$ 34.00	15.20

-----

ELEV0016-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.83	37.335+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

b. VACATION: Employer contributes 8% of basic hourly rate for

5 years or more of service; 6% of basic hourly rate for  
under 5 years of service as vacation pay credit.

-----  
ENGI0406-002 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane).....	\$ 23.46	8.35
CRANE PREMIUMS:		
50-150 Tons	\$1.75	
Over 150 Tons	\$2.25	

-----  
IRON0623-021 01/01/2023

	Rates	Fringes
IRONWORKER (REINFORCING AND STRUCTURAL).....	\$ 33.25	12.22

-----  
PAIN1244-006 09/01/2023

	Rates	Fringes
GLAZIER.....	\$ 24.44	11.92

-----  
PAIN1244-011 12/01/2021

	Rates	Fringes
PAINTER (Spray).....	\$ 18.83	9.48

-----  
PLAS0567-001 08/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.47	7.97

-----  
PLUM0060-010 06/05/2023

	Rates	Fringes
PIPEFITTER (Including HVAC Unit Installation; Excluding HVAC Pipe Installation).....	\$ 31.70	13.85
PLUMBER (Including HVAC Pipe		

Installation; Excluding HVAC Unit Installation).....	\$ 31.70	13.85
-----		
* SULA2012-023 09/22/2014		
	Rates	Fringes
BRICKLAYER.....	\$ 18.88	0.00
CARPENTER (Form Work Only).....	\$ 15.00 **	0.00
CARPENTER, Excludes Drywall Hanging and Metal Stud Installation, and Form Work.....	\$ 18.45	3.18
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 18.35	4.33
ELECTRICIAN (HVAC/Temperature Controls Installation Only).....	\$ 28.93	6.31
LABORER: Common or General.....	\$ 14.68 **	0.00
LABORER: Mason Tender - Brick...	\$ 12.39 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.03	0.00
PAINTER (BRUSH AND ROLLER), Excludes Drywall Finishing/Taping.....	\$ 18.95	8.91
PAINTER: Drywall Finishing/Taping.....	\$ 18.63	3.43
ROOFER.....	\$ 16.77	5.66
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 25.54	10.30
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 20.66	0.00
SPRINKLER FITTER (Fire Sprinklers).....	\$ 20.98	5.46
TILE SETTER.....	\$ 20.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.00 **	0.00

-----  
WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====  
\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$16.20) or 13658  
(\$12.15). Please see the Note at the top of the wage  
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours  
they work, up to 56 hours of paid sick leave each year.  
Employees must be permitted to use paid sick leave for their  
own illness, injury or other health-related needs, including  
preventive care; to assist a family member (or person who is  
like family to the employee) who is ill, injured, or has other  
health-related needs, including preventive care; or for reasons  
resulting from, or to assist a family member (or person who is  
like family to the employee) who is a victim of, domestic  
violence, sexual assault, or stalking. Additional information  
on contractor requirements and worker protections under the EO  
is available at  
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of ""identifiers"" that indicate whether the particular  
rate is a union rate (current union negotiated rate for local),  
a survey rate (weighted average rate) or a union average rate  
(weighted union average rate).

## Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210



The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

"

## **FORM OF PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, a \_\_\_\_\_,  
(Name of Contractor)  
hereinafter called "Principal", and \_\_\_\_\_, State  
(Surety)  
of \_\_\_\_\_, hereinafter called the "Surety", are held and firmly bound unto  
\_\_\_\_\_, of \_\_\_\_\_,  
(Owner) (City and State)  
hereinafter called "Owner", in the penal sum of \_\_\_\_\_  
Dollars (\$) in lawful money of the United States, for the payment of which sum  
well and truly to be made, we bind ourselves, our heirs, executors, administrators, and  
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered  
into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_,  
, a copy of which is hereto attached and made a part hereof for the construction of:

**BUS WASH CANOPY INSTALLATION AND  
CONCRETE PAVEMENT REPAIR  
DEPARTMENT OF TRANSIT  
BID PROPOSAL NO. 50-00144039**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all

**FORM OF PERFORMANCE BOND (continued)**

outlay and expense which the Owner may incur in making good any default in connection with the construction of such work, and all insurance premiums on said work, whether by sub-contractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

_____  _____  _____	_____ (Principal)  _____  Title: _____  _____ (Surety)  By: _____ (Attorney-in-fact)  _____ (Address)
---------------------------------	---

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

**FORM OF LABOR AND MATERIALS PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENT:       that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal,

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, all held and firmly bound unto the Parish of Jefferson hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollar (\$) ) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**BUS WASH CANOPY INSTALLATION AND  
CONCRETE PAVEMENT REPAIR  
TRANSIT DEPARTMENT  
BID PROPOSAL NO 50-00144039**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

**FORM OF LABOR AND MATERIALS PAYMENT BOND (Continued)**

PROVIDED, FURTHER, that the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or to the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications.

PROVIDED, FURTHER, that no final settlement between Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_

Principal

BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(SEAL)

\_\_\_\_\_

Witness as to Principal

\_\_\_\_\_

Address

ATTEST:

\_\_\_\_\_

Surety

BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(SEAL)

\_\_\_\_\_

\_\_\_\_\_

Address

NOTE: DATE OF BOND must not be prior to date of Contract:

1. Correct Name of Contractor
2. A Corporation, A Partnership, or an Individual
3. Correct Name of Surety

### **PAYMENT NOTICE**

ALL PAYMENT REQUESTS OR INVOICES MUST BE SENT FIRST TO THE ENGINEERS FOR REVIEW AND COMMENT ON THE PROPER PARISH FORMS, WHICH ARE THEN FORWARDED TO THE PROGRAM MANAGER FOR FURTHER HANDLING. CONTRACTORS WHO FAIL TO FOLLOW THIS PROCEDURE WILL NOT BE PAID ON A TIMELY BASIS DUE TO THE UNNECESSARY DELAYS IN RE-ROUTING THE PAYMENT REQUESTS.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**RESOLUTION 141125**  
**STANDARD GENERAL CONDITIONS**  
**OF THE CONSTRUCTION CONTRACT**

**Prepared By**



**Endorsed By**



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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. Bonds---Performance and payment bonds and other instruments of security.
  9. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  10. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

11. *Claim*

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
- c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
- d. A demand for money or services by a third party is not a Claim.

12. *Constituent of Concern*—Asbestos (any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration), petroleum (including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure [60 degrees Fahrenheit and 14.7 pounds per square inch absolute], such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils), radioactive materials (source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 [42 USC Section 2011 et seq.] as amended from time to time), polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste (as defined in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time), and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

13. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

14. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

15. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

16. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

17. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

18. *Cost of the Work*—See Paragraph 13.01 for definition.

19. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
20. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
21. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
22. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
23. *Engineer*—The individual or entity named as such in the Agreement.
24. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
25. *Force Account*—Payment for directed construction work based on the cost of labor, equipment, materials furnished, overhead, and profit.
26. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
27. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
28. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
29. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.



30. *Notice of Award*— ~~The written notice by Owner to a Bidder of Owner's acceptance of the Bid.~~ The written notice by Owner to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement to the successful bidder. However, the Notice of Award shall not be construed as an agreement, meeting of the minds, contract, or any other legal obligation between the Owner and Contractor. Until the Contractor receives a Notice to Proceed from the Owner, the Contractor has no right or remedy against the Owner.
31. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
32. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
33. *Partial Utilization*--Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
34. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
35. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
36. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
44. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
45. *Substantial Completion*— The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, as evidenced by Engineer's issued and signed final Certificate of Substantial Completion as provided in Paragraph 15.03.C and confirmed by Owner pursuant to a resolution adopted by the Jefferson Parish Council as provided in Paragraph 15.03.G, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
46. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
47. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
48. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
49. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information

regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

50. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

51. *Unit Price Work*—Work to be paid for on the basis of unit prices.

52. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

53. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times. Contractor shall not be entitled to any change in the Contract Price or the Contract Times related to a Work Change Directive unless and until a valid Change Order is approved by the Jefferson Parish Council.

## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract

Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - 1. does not conform to the Contract Documents;
  - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
  - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance; Recordation of Contract Documents*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- ~~C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~
- C. Contractor shall not start any Work at the Site unless and until Contractor has in place and in full force and effect all of the insurance and Bonds which the Contractor is required to obtain by the Agreement, the Contract, or the Supplementary Conditions. Any delay in obtaining confirmation of the existence of the insurance, Bonds, and other security required by this Contract and compliance with the terms of the Contract therefor shall be counted as workdays if the start of Work is delayed beyond the time set forth in paragraphs 4.01 and 4.02. The Contract shall not be in force or binding on Owner until satisfactory Bonds and insurance have been provided in accordance with the Contract Documents.
- D. In accordance with the Instructions to Bidders, one complete copy of the executed Contract Documents, including Specifications and Drawings, shall be filed with the Clerk of Court and Ex-Officio Recorder of Mortgages for Jefferson Parish promptly, but in any event before starting any Work, at Contractor's expense, which expense may be deducted from any application for payment if not paid for directly by Contractor.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor one ~~four~~ printed copy ~~copies~~ of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- ~~B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.~~

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
  4. The construction schedule shall be in a detailed precedence-style critical path method (CPM) or prima vera type format satisfactory to the Owner and the Engineer, and shall also: (1) provide a graphic representation of all activities and events that will occur during the performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in insuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as Milestone Dates). Upon review and acceptance by the Owner and the Engineer of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the agreement as Exhibit. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Engineer and resubmitted for acceptance.

### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

### 2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or

progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

### **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. In case of discrepancy, the following order of precedence will apply:

1. Special Provisions Section as included in the Specifications

2. Drawings

3. Supplementary Conditions

4. Standard Specifications of Jefferson Parish as either included or referenced in the Specifications

5. Standard Plans of Jefferson Parish as either included or referenced in the Specifications

Calculated dimensions will govern over scaled dimensions.

Contractor shall take no advantage of any error or omission in the Contract Documents. If Contractor discovers such an error or omission, Contractor shall immediately notify Engineer. Engineer will then make such corrections and interpretations as deemed necessary to fulfil the intent of the Contract Documents.

- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.
- H. Owner makes no warranties, express or implied, with respect to the fitness of the Drawings or Specifications prepared by the Engineer or any other person, and Contractor waives any claims against Owner arising out of any implied or express warranties of the fitness of the Drawings or Specifications for their intended purpose.

### 3.02 *Reference Standards*

#### A. *Standards Specifications, Codes, Laws, and Regulations*

- 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard, specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.



### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

The grades, elevations, dimensions, locations, and field measurements or any drawings or specifications issued by the Engineer, or the Work installed by other contractors, are not guaranteed by the Engineer or the Owner. Any errors due to the Contractor's failure to verify all such grades, elevations, locations, dimensions, or field measurements shall be promptly rectified by Contractor without any additional costs to Owner or extensions of Contract Times.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof, or reasonably should have known thereof.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—

RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. ~~The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

The Contract Times will commence to run on the day indicated in the Notice to Proceed. The Owner shall issue a Notice to Proceed in accordance with La. R.S. 38:2215. In no event will Owner have any obligations or duties to Contractor under the Agreement until the Notice to Proceed is given to Contractor. In no event will the Contract Times commence to run later

than one hundred eighty days after the contract execution or the thirtieth day after the Effective Date of Agreement, whichever date is later, unless the parties otherwise agree.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work within 10 days from the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. ~~Owner~~ Engineer shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption,

or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. Abnormal weather conditions;
  3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with

reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **5.02 *Use of Site and Other Areas***

#### **A. *Limitation on Use of Site and Other Areas***

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by a arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

#### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
  - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
  - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
  3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
  4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
- E. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the Site conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the Project Site and surrounding areas; (2) generally prevailing climactic conditions; (3) anticipated labor, supply, and costs; (4) availability and cost of materials, tools, and equipment; and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project Site or any improvements located on the Project Site. Except as set forth in Article 4, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make adjustments in either the Contract Price or Contract Times arising from a failure by the Contractor or any Subcontractor to comply with the requirements of this paragraph.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor ~~believes~~ discovers or should have discovered that any subsurface or physical condition that is uncovered or revealed at the Site or adjacent to the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  2. is of such a nature as to require a change in the Drawings or Specifications;
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;
- then Contractor shall, ~~promptly after becoming aware thereof~~ immediately and in any event within 48 hours after the time the Contractor discovers and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for

any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
  - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
  - 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
    - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
  - 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  - 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days



after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;
  3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, ~~promptly after becoming aware thereof~~ immediately and in any event within 24 hours after Contractor discovers and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review*: Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
    - c. Contractor gave the notice required in Paragraph 5.05.B.
  - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  - 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
  2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. ~~Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work. Contractor must take all precautions to discover and locate any Hazardous Environmental Condition at the Site that may present a substantial danger to persons or property exposed thereto in connection with the Work at the Site.~~
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall ~~immediately~~ within 24 hours: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after

consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- ~~I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- ↓ I. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone

for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

✕ J. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety ~~named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury meeting the requirements set forth in La. R.S. 38:2218 and 2219 and any other requirements and qualifications set forth in the Supplementary Conditions.~~ A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

I. Performance Bond: Any surety bond written for a Jefferson Parish Public Works project 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 of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by a surety company that complies with the requirements of La. R.S. 38:2219.

No surety will be accepted from a bondsman which does not have a permanent agent or representative in the State upon whom notices referred to in the General Conditions 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, or such other officer as may be concerned. Should the Contractor's surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State or terminates its residency or license in this State or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new bond from another company approved by the Owner, at no additional cost to the Owner. The new bond shall be executed upon the same terms and conditions as the original bond.

J. Alternative Security: The Owner may in its discretion accept alternative security pursuant to the requirements set forth in the Louisiana public contract law (La. R.S. 38:2181 *et seq.*).

K. Scope of the Bond and Obligation of the Surety: The Contractor's surety shall obligate itself to all the terms and covenants of the Contract Documents covering the Work to be performed hereunder. The Owner reserves the right to order extra work or make changes by altering, adding to, or deducting from the Work under the conditions and in the manner hereinbefore described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.

The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with the plans and specifications and Contract Documents. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of the Contract and institution of concursus proceedings, if such proceedings become necessary. Likewise, it shall provide that if the Engineer is put to labor or expense by enforcement of the Contract and institution of concursus proceedings or through delinquency or insolvency of the Contract they shall be equitably paid for such extra expense and services involved.

The surety of the Contractor shall be and does hereby declare and acknowledge itself by acceptance to be bound to the Owner as guarantor jointly and in solido with the Contractor for fulfillment of the foregoing terms including, but not limited to, any provisions for actual or liquidated damages.

## 6.02 Insurance—General Provisions

A. ~~Owner and~~ Contractor shall obtain and maintain insurance as required in this article, Article 7.18, and in the Supplementary Conditions. Pursuant to La. R.S. 9:2780.1, the cost of such insurance shall be included in the Contract Price.

- B. All insurance required by the Contract to be purchased and maintained by ~~Owner and Contractor~~ shall be obtained from insurance companies that are duly licensed or authorized in the ~~state or jurisdiction in which the Project is located~~ State of Louisiana to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VI or better. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool or the Louisiana Worker's Compensation Corporation.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified herein or in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Contractor shall deliver these documents when returning the signed copies of the agreement to Owner. Each such certificate shall include the Project name, the Project number, proposal number, and Owner's address as identified in the Agreement. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- ~~E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.~~
- ~~F~~ E. Failure of Owner to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- ~~G~~ F. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

~~H~~ G. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner ~~and Engineer~~ (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

~~I~~ H. If ~~either party Contractor~~ does not purchase or maintain the insurance required of such party ~~by by Owner in accordance with the Contract, such party Contractor shall notify the other party Owner~~ in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

~~J~~ I. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

~~K~~ J. Without prejudice to any other right or remedy, if ~~a party Contractor~~ has failed to obtain required insurance, ~~the other party Owner~~ may elect (but is in no way obligated) to obtain equivalent insurance to protect ~~such other party's Owner's~~ interests at the expense of ~~the party Contractor~~ who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

~~L~~ K. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

~~M~~ L. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

~~N~~ M. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

### 6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
  1. include at least the specific coverages required;



2. be written for not less than the limits provided herein or in the Supplementary Conditions, or those required by Laws or Regulations, whichever is greater;
  3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner ~~and Engineer~~ and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
  4. not seek contribution from insurance maintained by the additional insured;
  5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations; and
  6. with respect to workers' compensation only, include a Waiver of Subrogation in favor of the Owner and any principals for whom the Owner is working, including any co-lessors of such principals; and, with respect to all of the foregoing, be subject to the approval of the Owner.
- D. The limits of liability for the insurance required by paragraph 6.03 of the General Conditions shall provide the following coverage for not less than the following amounts or greater where required by Laws and Regulations, and any Jefferson Parish resolutions:
1. Workers' Compensation, etc. under the General Conditions:  
The CONTRACTOR shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all his employees in any way engaged in this project. As required by Louisiana State Statute exception: employer's liability shall be \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.

2. CONTRACTOR's Comprehensive General Liability Insurance under the General Conditions which shall also include completed operations and product liability coverage:

The CONTRACTOR shall take out and maintain during the life of this contract Comprehensive General Liability Insurance with a combined Single Limit per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:

1. Premises - operations;
2. Broad form contractual liability;
3. Products and completed operations;
4. Use of contractors and sub-contractors;
5. Personal Injury;
6. Broad form property damage;
7. Explosion, collapse and underground [XCU] coverage.

NOTE: On the certificate of insurance, under the description of operations, the following wording is required: The aggregate loss limit applies to each project or a copy of ISO Form CG 25 03 [ed. 11-85 or latest form] shall be submitted.

#### COMBINED SINGLE LIMITS [CSL] -AMOUNT OF INSURANCE REQUIRED

##### CONTRACTS UP TO \$1,000,000:

General contracts - each occurrence/ minimum limits \$500,000.00,

New construction/renovations - each occurrence/minimum limits \$500,000.00\*\*\*  
[depending on building value],

##### CONTRACTS OVER \$1,000,000:

General contracts - each occurrence/ minimum limits \$1,000,000.00,

New construction/renovations - each occurrence/minimum limits \$1,000,000.00\*\*\*  
[depending on building value].

\*\*\* WHILE THE MINIMUM COMBINED SINGLE LIMITS OF \$500,000 IS REQUIRED FOR ALL RENOVATION, THE VALUE OF THE BUILDING SHALL BE MULTIPLIED BY 10% AND THE INSURANCE REQUIREMENTS WILL BE INCREASED AT \$1,000,000 INTERVALS AND ROUNDED TO THE NEAREST MILLION.

EXAMPLE: RENOVATIONS ON A THIRTY-THREE MILLION DOLLAR BUILDING WOULD REQUIRE THREE MILLION DOLLARS, [\$3,000,000] MINIMUM COMBINED SINGLE LIMITS OF COVERAGE

The CONTRACTOR shall take out and maintain a policy of Umbrella Liability Coverage in excess of the primary insurance afforded above and including all operations of the CONTRACTOR, with minimum limits of \$1,000,000.00.

3. The CONTRACTOR shall take out and maintain during the life of this contract Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:

- 1) Any automobiles;
- 2) Owned automobiles;
- 3) Hired automobiles;
- 4) Non-owned automobiles.

4. OWNER's Protective Liability.

The CONTRACTOR shall take out and maintain a policy of OWNER's Protective Liability for the same limits of liability for bodily injury and property damage liability and conditions as provided hereinabove under "Comprehensive General Liability Insurance".

The cost of this coverage is at the CONTRACTOR's expense.

5. Builder's Risk Insurance

The CONTRACTOR shall take out and maintain Builder's Risk Insurance at his expense, to insure both the OWNER and CONTRACTOR as their interest may appear. These policies must cover for such amount of the work as is determined by the ENGINEER and/or Architect and shall be the all-risk type of coverage. Although the insurance takes account of payments during the course of the construction from the OWNER to the CONTRACTOR, it is understood that the work shall be at the risk of the CONTRACTOR until finally accepted by the OWNER as a whole pursuant to the provisions of the General Conditions. Except as otherwise provided by law, the Parish Attorney's Office with the concurrence of the Director of Risk Management is authorized to omit in whole or part the insurance requirements of this section in connection with such contracts.

6. Miscellaneous

(a) If at any time any of the said policies shall be or becomes unsatisfactory to the OWNER as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the OWNER, the CONTRACTOR/Subcontractors shall promptly obtain a new policy, submit the same to the OWNER for approval and submit a certificate thereof as provided above.

Upon failure of a CONTRACTOR/Subcontractor to furnish to deliver and maintain such insurance as above provide this Contract, at the election of the OWNER, may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR/Subcontractor to take out and/or to maintain insurance shall not relieve the CONTRACTOR/Subcontractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the CONTRACTOR/Subcontractor concerning indemnification.

(b) **WAIVER.** Except as otherwise provided by law, the coverage requirements of this section may be waived in whole or part on contracts under \$100,000.00 and the Chairman of the Council is authorized to use his discretion in regard to insurance requirements for such contracts. Except as otherwise provided by law, the Parish Attorney's Office with the concurrence of the Director of Risk Management is authorized to omit in whole or part the insurance requirements of this section in connection with such contracts.

E. The policies of insurance so required by paragraph 6.03 to be purchased and maintained by CONTRACTOR shall indicate the project number, proposal number, and OWNER's address as identified in the Agreement and shall also include the following clauses:

1. The CONTRACTOR/Sub-contractor insurers will have no right of recovery or subrogation against the OWNER, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.

2. The OWNER shall be named as additional insured as regards to negligence by the CONTRACTOR [ISO Forms CG 20 10 (Form B) or latest applicable ISO form], or equivalent.

3. The insurance companies issuing the policy or policies shall have no recourse against the OWNER for payment of any premiums or for assessments under any form of policy.

4. Any and all deductibles in the insurance policies shall be assumed by and be for the amount of \$10,000.00 unless increased as set forth in section 5.04 C6(a) and at the sole risk of the CONTRACTOR/Sub-contractor.

5. Any and all communications regarding the insurance shall include the Project name, Project number, proposal number, and OWNER's address, as identified in the Agreement.

#### 6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk:* ~~Unless otherwise provided in the Supplementary Conditions, Contractor shall is not required to purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.~~

Except as otherwise provided by law, the Parish Attorney's Office with the concurrence of the Director of Risk Management is authorized to omit in whole or part the insurance requirements of this section in connection with such contracts.

B. *Property Insurance for Facilities of Owner Where Work Will Occur:* ~~Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.~~

Owner shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 6.04 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified herein or in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

~~C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.~~

~~D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.~~

~~E. *D. Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.~~

#### 6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

~~1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.~~

- ~~2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.~~
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
- ~~1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.~~
- ~~C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.~~
- ~~D~~ C. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

#### 6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may

reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

## **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

### **7.01 Contractor's Means and Methods of Construction**

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

### **7.02 Supervision and Superintendence**

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

For purposes of giving or receiving notice, directives, Change Orders, or any other information from Engineer or Owner to Contractor, the Contractor shall designate one person as Project Manager to receive such notice directives, Change Orders, or other information. If the person so identified by Contractor is not present on the job Site during normal working hours for any consecutive 48 hour period, the Contractor shall in writing, addressed to Engineer and Owner identify the individual who is acting as Project Manager. Contractor may designate the resident superintendent as the Project Manager.

### **7.03 Labor; Working Hours**

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not permit overtime work or perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld. For purposes of the foregoing sentence and this Contract "regular working hours" shall mean between 7:00 a.m. and 6:00 p.m. Emergency work may be performed without prior permission. Contractor shall establish a normal work schedule which does not exceed 40 hours per week. Overtime shall be scheduled only after Contractor obtains written permission from Owner.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.
- D. The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to equipment, machinery, materials and labor used and incorporated in the Work and Contractor further agrees to perform the Work in such a manner to preserve any and all manufacturer's warranties.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For



the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that the proposed item:
    - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
    - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
    - 3) has a proven record of performance and availability of responsive service; and
    - 4) is not objectionable to Owner.
  - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
    - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
    - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for

review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
  - a. will certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design;
    - 2) be similar in substance to the item specified; and
    - 3) be suited to the same use as the item specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

#### 7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). ~~Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.~~
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it ~~(either in writing or by failing to make written objection thereto)~~, then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall

initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. At the request of Owner, on a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

#### 7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- ~~B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or~~

~~relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~

- € B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Parish may designate Contractor as its agent for the purpose of making sales tax exempt purchases on behalf of Jefferson Parish; such project shall be designated sales tax exempt in a Resolution adopted by the Jefferson Parish Council.
- B. Owner is exempt from payment of sales and compensating use taxes of the State of Louisiana and of cities and counties thereof on all materials to be incorporated into the Work when a Project is designated as tax exempt by the Jefferson Parish Council.
1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

#### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses,

and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.
- D. Pursuant to La. R.S. 38:2196, with respect to public contracts involving the state or a political subdivision of the state, when the Work is to be done in this state (Louisiana), or the services are to be provided or the materials are to be supplied in this state, provisions in such agreements requiring disputes arising thereunder to be resolved in a forum outside of this state or requiring their interpretation to be governed by the laws of another jurisdiction are inequitable and against the public policy of this state.

#### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
  - E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
  - F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
  - G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. ~~Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.~~
  - H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
  - I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
  - J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

## 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer ~~prompt written~~ notice immediately but in no event more than 24 hours after the alleged emergency if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

## 7.16 *Submittals*

### A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

### 1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.



- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
  - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

- 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
- 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
- 5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
- 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
- 7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

**D. *Resubmittal Procedures for Shop Drawings and Samples***

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

**E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs***

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
  - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

- F. *Owner-delegated Designs:*** Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

**7.17 *Contractor's General Warranty and Guarantee***

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
  2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. Use or occupancy of the Work or any part thereof by Owner;
  5. Any review and approval of a Shop Drawing or Sample submittal;
  6. The issuance of a notice of acceptability by Engineer;
  7. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by others; or
  9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, defend, and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them (collectively the "Indemnitees"), from any and all losses, damages, costs, and judgments

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(including, but not limited to, all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs, and all reasonable fees and charges incurred in establishing the right to indemnity pursuant to the provisions in this section) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent or intentional act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

Pursuant to La. R.S. 9:2780.1 and Article 6.02 of the General Conditions, Contractor acknowledges that Contractor is required to obtain insurance for the purpose of insuring its obligation to indemnify, defend, and hold harmless the Indemnitees as described above, and Contractor acknowledges that Contractor has recovered the cost of such insurance in the Contract Price.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will 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 such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### 7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and

proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may

impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor or Owner, ~~or Engineer~~, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by ~~arbitration or other~~ a dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, ~~and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~ from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01    *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02    *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer ~~provided Contractor makes no reasonable objection to the replacement engineer~~. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

### **9.03    *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04    *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.05    *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

~~9.06 Insurance~~

- ~~A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.~~

9.06 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.07 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.08 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.09 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

~~9.11 Evidence of Financial Arrangements~~

- ~~A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).~~

9.10 *NEW: Safety Programs*

- A. NEW: While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

**ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

- A. 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 the Contract.
- B. Engineer shall identify a specific individual to serve as liaison between Owner and Contractor and between Engineer and Contractor. Engineer will notify Owner and Contractor of the name of an acting replacement as Engineer representative whenever the person so designated is not available. Whenever the Contractor or Owner requires information, direction, or assistance, the Contractor or Owner shall notify the individual designated by Engineer.



#### 10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

#### 10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

#### 10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.
- F. The duties, responsibilities, and limitations of authority of the Resident Project Representative are as further defined in the Supplementary Conditions and Exhibit A, which is attached thereto and incorporated therein by reference.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

**ARTICLE 11—CHANGES TO THE CONTRACT**

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

#### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- ~~B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.~~

#### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12. No course of conduct or dealings between the parties, no express or implied acceptance of alterations or additions to the Work, and no claim that the OWNER has been unjustly enriched by any alterations or additions to the Work shall be the basis of any claim for an increase in any amount due under the Contract Documents
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on ~~the a~~ a "Force Account" basis, ~~of comprised by~~ the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee.; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to

each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12. No course of conduct or dealings between the parties, no express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alterations or additions to the Work shall be the basis of any claim for a change in any time period provided for in the Contract Documents.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.
- C. All time limits stated in the Contract Documents are of the essence of the Agreement. The Contractor acknowledges and understands that failure by the Contractor will cause significant damage to the Owner both in direct damages as well as delay damages, including but not limited to the damages specified in the Agreement as actual damages and as liquidated damages.

#### 11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
  - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
  - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
    - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
    - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
  4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### ARTICLE 12—CLAIMS

#### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding ~~unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.~~
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. ~~A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.~~
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is



approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 *Cost of the Work***

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. ~~Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.~~

For labor and working foremen in direct charge of operations, the Contractor shall receive the wage rates agreed on in writing before beginning work for each hour that said labor and foremen are engaged in such work. Jobsite and home office supervisory personnel shall not be included as direct labor. The Contractor shall receive the actual costs paid to, or in behalf of, workers for subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits when such amounts are required by collective bargaining agreement or other employment contract applicable to the classes of labor employed on the Work, but limited to a maximum daily rate for subsistence and travel allowances. This maximum shall be agreed upon prior to the Contractor incurring such charges.

2. ~~Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.~~

For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered to the Work, including transportation charges and sales taxes if applicable.

3. ~~Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.~~

For Change Order work performed by an approved Subcontractor, the Subcontractor shall receive the Subcontractor's actual and reasonable allowable direct cost of such Work plus a 15 percent mark-up for the Subcontractor's indirect jobsite and home office overhead expenses and profit. In addition, the Contractor will be paid a 10 percent mark-up on the Subcontractor's total direct and indirect costs, and profit for general supervision and sequencing of the Change Order work.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work, but only to the extent approved in writing by Owner.
5. Other costs consisting of the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
  - c. *Construction Equipment Rental*
    - 1) ~~Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction~~

~~equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.~~

- ~~2) Costs for equipment and machinery owned by Contractor or a Contractor related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.~~
- ~~3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.~~

For authorized machinery or special equipment, the Contractor shall receive the rental rates agreed on in writing before such work is begun. For equipment rented from independent outside sources, the Contractor will be reimbursed the reasonable actual cost as shown on paid rental invoices. For company owned equipment, the Contractor will be reimbursed his internal cost recovery equipment charge rate consistent with his original bid cost estimates. If the Contractor chooses to use a rental rate guide book instead of his internal cost recovery rates to establish rental rates for company owned equipment, costs for equipment and will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. In addition, no 15 percent mark-up on equipment direct cost for jobsite and home office overhead expenses and profit will be allowed if the Contractor chooses to use rental rate guide book prices instead of his internal cost recovery rates.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work ~~(except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04)~~, provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. ~~The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.~~

For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, social security taxes, and bond costs on Force Account work, the Contractor shall receive the actual cost thereof. The Contractor shall furnish satisfactory evidence of the rates paid for such bond, insurance and tax.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- ~~1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:~~
  - ~~a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.~~
  - ~~b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:~~
    - ~~1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.~~

~~2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.~~

- 2 1. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

~~1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:~~

~~a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and~~

~~b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.~~

~~2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.~~

~~3. Adjusted unit prices will apply to all units of that item.~~

1. Pursuant to La. R.S. 38:2212, where certain unit prices are contained in the initial Contract, no deviations shall be allowed in computing negotiated Change Order costs, thus adjustments in unit price are not permitted. To the extent the statute is found to be non-applicable, then the provisions set forth in paragraph 13.03(E)(2) will apply when the stated conditions exist.

2. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

a. if the total cost of a particular item of Unit Price Work amounts to ten (10) percent or more of the Contract Price and the variation in the quantity twenty-five (25) percent from the estimated quantity of such item indicated in the Agreement; and

b. if there is no corresponding adjustment with respect to any other item of Work; and

c. if Contractor believes that Contractor has incurred additional expense as a result thereof; or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 12 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

## ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

### 14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

### 14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner ~~and Engineer.~~

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by

Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.



- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction unless Contractor fails to provide written notice as required by paragraph 14.02F. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against

Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## **ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### **15.01 *Progress Payments***

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
5. Contractor shall also comply with the following specific requirements:
  - a. The aggregate cost of materials stored offsite shall not at any time, without written approval of Owner, exceed the amount identified in the Supplementary Conditions.

- b. Title to such materials shall be vested in Owner, as evidenced by documentation satisfactory in form and substance to Owner, including, without limitation, recorded financing statements, UCC filings, and UCC searches.
- c. With each application for payment, the Contractor shall submit to Owner a written list identifying each location where materials are stored off the Project Site and the value of materials at each location. Contractor shall procure insurance satisfactory to Owner for materials stored off the Project Site in an amount not less than the total value thereof.
- d. The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off the Project Site.
- e. Representatives of Owner shall have the right to make inspections of the storage areas at any time.
- f. Such materials shall be (1) protected from diversion, destruction, theft and damage to the satisfaction of Owner; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

*C. Review of Applications*

- 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
- 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents;
  - f. Engineer has knowledge that Contractor has failed to pay Subcontractors or Suppliers or for labor;
  - g. Contractor has failed to make submittals in accordance with the accepted schedules or otherwise failed to comply with paragraph 2.07; or
  - h. Contractor owes or may owe Owner liquidated damages, actual damages, or both, in accordance with the provisions in the Agreement regarding delay in completion of the Work within the Contract Times.

*D. Payment Becomes Due*

- 1. ~~Ten~~ Thirty (30) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - l. Other items entitle Owner to a set-off against the amount recommended;
  - m. Owner has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.01.C.6.f through 15.01.C.6.h or 16.02.A; or
  - n. Punch lists generated during a construction project shall include the cost estimates for the particular items of work the design professional has developed based on the mobilization, labor, materials and equipment costs of correcting each punch list item. The Owner shall withhold from payment the value of the punch list as per La. R.S. 38:2248 B.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining

after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment, along with cost estimates as required by law. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items, including cost estimates, to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work,

property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.
- G. Upon issuance of the final Certificate of Substantial Completion as set forth in Paragraph 15.03.C, Owner, through its governing authority, shall adopt a resolution accepting the work as substantially complete and directing Contractor to record such acceptance with the Clerk of Court and Ex-Officio Recorder of Mortgages as provided in La R.S. 38:2241.1(C). Contractor may also apply at the appropriate time for payment of retainage following the procedure for progress payments. In accordance with the Public Contract Law, Owner shall withhold from any payment made, an amount equal to the value established by Engineer of the cost of the incomplete items contained on the punch list of items to be completed or corrected that was prepared by Engineer in accordance with Paragraph 15.03.C, and an amount to cover the cost of any known claims of materialmen, laborers, suppliers or subcontractors, and any other amounts which Owner is permitted to deduct by law or pursuant to any provisions of the Contract Documents.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
  - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.
5. Owner may at any time request Contractor in writing to permit Owner to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter Owner, Contractor and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all duly pending Change Proposals and Claims; and



- e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- ~~3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.~~
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* ~~Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.~~
1. After the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer will become due and, when due, will be paid by Owner to Contractor in accordance with the Louisiana Public Contract Statute.

2. Following acceptance of the Work by Owner, Contractor shall file the acceptance with the Clerk of Court and Ex-Officio Recorder of Mortgages.

3. Release and payment of Retainage, or balance due, will become due and will be paid by Owner to Contractor thirty days after receipt of Application for Retainage Payment (which must include a clear lien and privilege certificate secured from the Clerk of Court and Ex-Officio Recorder of Mortgages dated no less than forty-five (45) days after the filing of the acceptance and other documentation as required by the Contract Documents), and recommendation of payment by Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. The parties agree that: (a) any and all defects discovered in the Work within one year ~~the first three (3) years~~ after the issuance of the certificate of substantial completion are not due to the fault, negligence, and/or lack of maintenance by Owner; (b) any and all such defects in the Work are presumed to be due to the fault, negligence and/or unworkmanlike performance by Contractor; and (c) Contractor shall bear the burden of proof that any such defects are due to the fault, negligence, breach of the standard of care, and/or unworkmanlike performance by any person(s) or entity(ies) other than Contractor. If within one year ~~three (3) years~~ after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service for the benefit of Owner before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.

- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.
- H. The costs incurred by Owner due to Contractor's default, including attorney's fees, or for completing the Work under the Contract, will be deducted from any monies due or which may become due the Contractor. When this expense exceeds the sum which would have been payable under the Contract, the Contractor and surety shall be liable and shall pay Owner the amount of such excess.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

### **ARTICLE 17—INTENTIONALLY OMITTED**

### **ARTICLE 18—MISCELLANEOUS**

#### 18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
  - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

#### 18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, ~~it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation~~ the date of the act, event, or default after which the period begins to run is not included. The last day of the period is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a legal holiday.

#### 18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon Contractor hereunder and all of the rights and remedies available to Owner and Engineer thereunder are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

#### 18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

#### 18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

#### 18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.
- B. Nothing herein, in the Agreement, or any of the other Contract Documents shall be construed as a waiver, modification, or alteration of the CONTRACTOR's or its surety's obligations under La. R.S. 38:2189. Nothing in this paragraph or any other provision in the General Conditions or other Contract Documents concerning any specific time periods shall establish a period of limitation with respect to any other obligation which CONTRACTOR has under the Contract Documents. The establishment of time periods relates only to the specific obligations of CONTRACTOR to correct the Work, and has no relationship to the time within which CONTRACTOR's obligations under the Contract Documents may be sought to be enforced, nor

to the time within which the proceedings may be commenced to establish CONTRACTOR's liability with respect to CONTRACTOR's obligations other than specifically to correct the Work.

18.07 *Controlling Law*

- A. This Contract is to be governed by ~~the law of the state in which the Project is located~~ Louisiana law.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), 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.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), as edited for Jefferson Parish. The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-4.05          Amend Paragraph 4.05.C by adding the following subparagraphs:

5.          *Weather-Related Delays*

- a.          The Contractor acknowledges and agrees that weather conditions shall not be an automatic cause for time extension. The Contract Times specified in the Bidding Documents and Contract Documents include an allowance as stated in those documents for inclement weather. In order to document and claim days lost to inclement weather conditions, the Contractor shall, on a semi-monthly basis, submit a report to the Engineer, stating the time lost to inclement weather, within seven (7) days of the end of the report period. The Engineer will review the report for submittal to the Owner within seven days of receipt of the report and make recommendations for either acceptance or rejection of each claimed time period lost to inclement weather. The Owner will then instruct the Engineer to approve or reject the report. There shall be no additional compensation due the Contractor for inclement weather days allowed hereunder.
- b.          The report for lost days due to inclement weather shall account for all days during the reporting period, including weekends and holidays. Claims for lost days on either weekends or holidays will not be considered unless the Contractor can show that the inclement weather affected work production on the following workday. The reporting periods shall be from the first day of the month through and including the last day of the month. Lost time accounting shall be in one-half day increments.
- c.          Lost time shall be considered only if the weather occurrence is in excess of the normal weather patterns as established by the nearest office of the National Weather Service, U.S. Department of Commerce. When the Contract utilizes critical path method scheduling (C.P.M.), the Engineer will determine if the days lost due to weather conditions actually affected the critical path activities. If weather conditions did not affect the progress of the critical path activities, no time extension will be granted.



SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.E:

- F. Unless otherwise provided by Contractor in accordance with the Special Provisions section as included in the Specifications, the following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
		<b>[Identify Technical Data]</b>

- G. Unless otherwise provided by Contractor in accordance with the Special Provisions section as included in the Specifications, the following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
		<b>[Identify Technical Data]</b>

- H. Contractor may examine copies of reports and drawings identified in SC-5.03.F and SC-5.03.G that were not included with the Bidding Documents at **[location]** during regular business hours, or may request copies from Engineer. These reports and drawing are not part of the Contract Documents, but the Technical Data contained therein upon which Contractor is entitled to rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized in the preparation of the Drawings and Specifications.

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. Unless otherwise provided by Contractor in accordance with the Special Provisions section as included in the Specifications, the following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely: **[If there are no such reports, so indicate in the table]**

Report Title	Date of Report	Technical Data
		<b>[Identify Technical Data]</b>

5. Unless otherwise provided by Contractor in accordance with the Special Provisions section as included in the Specifications, the following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: [If there are no such drawings, so indicate in the table]

Drawings Title	Date of Drawings	Technical Data
		[Identify Technical Data]

SC-10.03 See Exhibit A.

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of the Equipment Rental Rate book.

SC-15.01.B.5

Pursuant to the reference in paragraph 15.01.B.5.a of the Standard General Conditions, the aggregate cost of materials stored offsite shall not at any time exceed **\$ 250,000.00**, without the written approval of the Owner.

SC-19. *Non-Work Days:* Non-work days shall be defined as days in which the Contractor worked less than four (4) hours due to inclement weather conditions.

SC-20 *Removal and Disposal of Structures and Obstructions*

A. General

The Contractor shall remove any existing structure or part of structure, fence, building, or other encumbrances or obstructions that interfere in any way with the new construction. Compensation for the removal of any structure not listed as a pay item in the Proposal and with a Contract Bid Price shall be included in the Contract unit prices bid for the pay items of the Work.

B. Privately and Publicly Owned Materials

If called for in the Special Conditions, all privately and publicly owned materials in 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. Material in structures which is 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 piled neatly in an accessible point by the Contractor. When materials of Owner, State, Municipality, or Parish are 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 that 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.

#### SC-21 Public Convenience and Safety

##### A. Care of Traffic

No road shall be closed by the Contractor to the public except by written permission of the Engineer and/or Architect, and except while so closed, the Contractor shall maintain traffic over, through, or 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.

##### B. General Public

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 traveling 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 unnecessary delay to the traveling public may be avoided, where ordered by the Engineer, 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.

##### C. Temporary Roads, Driveways, etc.

The Contractor shall provide and maintain, in a manner approved and deemed practicable by the Engineer, such temporary roads as may be necessary to provide convenient access to driveways, houses, buildings, or other property abutting the work. Where temporary bridges are necessary for traffic and pedestrians, these bridges shall be constructed at the expense of the Contractor as directed by the Engineer.

D. Arranging the Work

The Contractor shall arrange his work so that no undue or prolonged blocking of business establishments will occur.

E. Storage of Materials

Materials and equipment stored on the right of way or Project Site shall be so placed and the Work at all times shall be so conducted as to insure minimum danger and obstruction to the traveling public.

F. Control During Work

During grading operations where 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 roadbed shall be sprinkled with water if necessary to prevent a dust nuisance, provided the dust nuisance is a result of the Work.

G. Fire Protection

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 ordinances, rules, or regulations.

SC-22 Structures at Railroad Crossings

A. Notification

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 requirement.

B. Inspection by Railroad Company

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.

C. Cooperation with Railroad Company

The Contractor shall, without extra compensation, take such precautions and erect and maintain such telltale or warning devices as the Railroad Company considers necessary to safeguard the operation of its trains. The temporary vertical and horizontal clearances

specified by the chief engineer of the Railroad Company in approving these shall be maintained at all times. No steel, brick, pipe, or any other loose material shall be left on the ground in the immediate vicinity of the railway tracks.

D. Insurance

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.

SC-23 Protection and Restoration of Property and Landscape

A. Contractor's Responsibility

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, telephone lines, telegraph lines, 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 provision 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.

B. Undercutting Buildings

Where provided in Special Conditions, when the work involves the undercutting of any buildings along the Work, the Contractor must give property owners and lessees due and sufficient notice of the undercutting and the Contractor shall adequately support such buildings. The Contractor and his Surety shall hold the Owner and their representatives harmless from any damages resulting from undercutting any such buildings.

C. Trees, Shrubs, Plants, or Grass

The Contractor shall not remove, injure, cut, or destroy trees, shrubs, plants, or grass that are to remain in the streets or those which are privately owned, without proper authority. Unless otherwise provided in the Special Provisions or the Proposal, the Contractor shall replace and replant all plants, shrubs, and grass and restore the grounds back to its original good condition to the satisfaction of the Owner and property owner. The Contractor shall assume the responsibility of replanting and guarantees that plants, shrubs, and 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.

D. Reparation

When or where any 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. 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, rebuild, 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 the Contract. The Contractor shall indemnify and save harmless the Owner, or the Design Professional acting in behalf of the Owner, from all suits and actions that may be brought against it by reason of any injury, or alleged injury, to the person or property of another resulting from negligence or carelessness in the execution of the Work, or on account of any negligent act or omission, or from improper methods or means of construction on the part of the Contractor, his representatives, or employees. The Contractor shall have the sole responsibility of determining the best and proper method or means of construction and the Owner, or the Design Professional acting on behalf of the Owner, shall not be held responsible for determining or suggesting a method or means of construction, except as expressly indicated in the Contract Documents

SC-24 Barricades, Danger, Warning, and Detour Signs

A. General

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 necessary precautions for the protection of the Work and safety of the public.

B. Warning Signs, Painting, Illumination

The Contractor shall erect warning signs beyond the limits of the Project, sufficiently 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. Barricades 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.

C. Hazards and Compensation

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 therefor, or for watchmen or flagmen.

SC-25 Affidavit Attesting That Public Contract Not Secured Through Employment or Payment of Solicitor (LSA R.S. 38:2224): The Contractor warrants that (1) he has not employed or retained any person, corporation, firm, association, company or other organization, either directly or indirectly, to secure this Contract, other than persons regularly employed by the Contractor and whose services were in the regular course of their duties for the Contractor and (2) that no part of the Contract Price received by Contractor was paid or will be paid to any person, corporation, firm, association, company or other organization, either directly or indirectly any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract or to solicit or secure this Contract, other than the payment of their normal compensation to persons regularly employed by the Contractor whose services in connection with this Contract were in the regular course of their duties for Contractor. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.

SC-26 Historical or Archaeological Deposits: If, during the course of construction, evidence of deposits of historical or archaeological interest is found, Contractor shall cease operations affecting the find and shall notify Owner, who shall notify the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until Contractor has been notified by Owner that he may proceed. Owner will issue a notice to proceed only after the state official has surveyed the find and made a determination to the Owner. Compensation to Contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or Change Order provisions of the Contract Documents.

SC-27 Additional Liquidated Damages: Contractor shall owe the amounts set forth in ARTICLE VII of the Agreement for each of the following items:

- (1) Extended architectural and/or engineering fees;
- (2) Extended Resident Project Representative fees;
- (3) Extended construction management fees;
- (4) Extended Owner's overhead and personnel expenses; and
- (5) Owner's other costs directly related to the delay in completion beyond the Contract Times.

SC-28 Removal/Relocation of Trees on Public Property: The Director of the Jefferson Parish Parkways Department shall be contacted and advised of trees that are on public property prior to the removal/relocation of such trees by the Contractor. Furthermore, the Department of Parkways shall be given a reasonable period of time to respond and when necessary remove the trees.

SC-29 Road Closure: In the event that it becomes necessary to close any roadway or partially close any major road due to scheduled construction work being performed by Contractor the public must be notified and made aware of the closure in a timely manner. In order to utilize both the print and electronic media to disseminate this information to the public, the Jefferson Parish Public Information Office must receive pertinent information from the Contractors concerning the closure. Notice of a road closure or partial road closure of a major road must be sent to Jefferson Parish in care of its Public Information Officer, 1221 Elmwood Park Blvd., Suite 1002, Jefferson, Louisiana 70123. THAT NOTIFICATION MUST CONTAIN THE FOLLOWING INFORMATION AND MUST BE RECEIVED BY THE PUBLIC INFORMATION OFFICE AT LEAST 10 DAYS PRIOR TO THE SCHEDULED CLOSURE:

- (a) Name of the Contractor, engineer, etc., involved in the work/project who is responsible for the action.
- (b) A brief description of the project (Example: "...drain line installation," "...to remove and replace concrete slabs," etc.)
- (c) The date and time the action will take place and when re-opening is scheduled. (Example. "...will be closed from 6 a.m. on Friday, July 23, 1999 to 8 p.m. on Monday, July 26, 1999.")
- (d) The exact location of action. (Example: "...closed on David Drive from W. Napoleon Avenue to Veterans Memorial Boulevard," or "...the 900 block of David Drive")
- (e) Define the action that will be taken. (Example: eastbound, westbound, inside or outside lanes or both, etc.)
- (f) If the roadway will be closed completely to traffic and a detour will be in effect, a map illustrating the detour route must accompany the information.
- (g) Contact person for additional information.



# EXHIBIT A

## TO SUPPLEMENTARY CONDITIONS

### OF THE CONSTRUCTION CONTRACT

#### Duties, Responsibilities and Limitations of Authority of Resident Project Representative

The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
3. *Liaison*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
4. *Review of Work; Defective Work*
  - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Observe whether any Work in place appears to be defective.
  - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

- d. Report to Engineer whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 5. *Inspections and Tests*
  - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
  - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
- 6. Shop Drawings and Samples
  - a. Record date of receipt of Shop Drawings and Samples.
  - b. Receive Samples, which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.
- 7. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- 8. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- 9. Records
  - a. Maintain at the job Site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress

reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractors hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

10. Reports

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Change Directives, and Field Orders.
- d. Report immediately to Engineer and Owner the occurrence of any accident.

11. *Payment Requests:* Review Applications for Payment with Contractor.

12. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.

13. Completion

- a. Participate in Engineer's visits regarding Substantial Completion.
- b. Assist in the preparation of a punch list of items to be completed or corrected.
- c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- d. Observe whether items on the final punch list have been completed or corrected.
14. The RPR will not:
- a. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
  - b. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
  - c. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
  - d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
  - e. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  - f. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  - g. Authorize Owner to occupy the Project in whole or in part.

**FORM OF AGREEMENT  
BETWEEN  
THE PARISH OF JEFFERSON  
AND  
[INSERT NAME OF VENDOR]**

THIS AGREEMENT is made as of the date of full execution by the parties, as evidenced by the electronic signatures by and between the Parish of Jefferson, State of Louisiana, hereinafter called "OWNER", duly represented herein by \_\_\_\_\_, Chairman of Jefferson Parish Council, duly authorized to act by virtue of Resolution No. \_\_\_\_\_, adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, which is made a part hereof, and insert contractor's legal name, represented by contractor's representative's name, representative's title, hereinafter called "CONTRACTOR".

NOW THEREFORE, in consideration of the compensation to be paid to CONTRACTOR and of the mutual agreements herein contained, the parties hereby agree as follows:

**SECTION 1. SCOPE OF WORK**

A. OWNER, through the Chairman of the Jefferson Parish Council, \_\_\_\_\_, by virtue of Resolution No. \_\_\_\_\_, does hereby grant and confirm unto CONTRACTOR an Agreement to perform the Work under Project No. \_\_\_\_\_, Proposal No. 50-\_\_\_\_\_, for \_\_\_\_\_ name of project, as per the General Conditions, any Supplementary Conditions, the Drawings, and Specifications on file in the Office of the Chief Buyer for the Parish of Jefferson for the bid amount of \$\_\_\_\_\_ in accordance with the CONTRACTOR's written bid proposal dated \_\_\_\_\_, which is made a part hereof by reference.

B. The CONTRACTOR, its successors and assigns 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.

C. 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 and \_\_ Cents (\$\_\_\_\_\_)

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.

D. 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 General Conditions or the Supplementary Conditions.

E. As provided in Paragraph 13.03.B of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in Paragraph 10.05 of the General Conditions. Unit prices have been computed as provided in Paragraph 13.03.D of the General Conditions.

## **SECTION 2. OWNER'S REPRESENTATIVE**

A. The Project has been designed by insert engineer, who is hereinafter called "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 ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

B. All notices, letters, and other communications directed to OWNER shall be delivered, mailed (with proper postage), or emailed to the ENGINEER at the address in the Invitation to Bid, with a copy sent to:

insert Director of Department  
Jefferson Parish Department of insert name of Department  
insert address  
Jefferson, Louisiana insert zip code

C. In addition, a copy of all correspondence directed to the 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, emailed, or delivered. CONTRACTOR shall notify ENGINEER and OWNER of any change of address immediately.

### **SECTION 3. CONTRACT TERM**

The Work will be substantially completed within \_\_\_\_ days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions ("Substantial Completion"), and completed and ready for final acceptance in accordance with Paragraph 15.06.B. of the General Conditions within \_\_\_\_ days after the date when the Contract Times commence to run. This time allocation allows for \_\_\_\_ days of lost production due to inclement weather. The contract time shall commence on the date listed on the CONTRACTOR'S Notice To Proceed issued by OWNER.

### **SECTION 4. BONDS**

#### **A. LABOR AND MATERIALS PAYMENT BOND**

CONTRACTOR hereby firmly and truly binds itself as principal with \_\_\_\_\_, as surety, unto the OWNER in the full and true sum of \$\_\_\_\_\_ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, according to the terms and conditions of the labor and material payment bond(s).

#### **B. PERFORMANCE BOND**

CONTRACTOR hereby firmly and truly binds itself as principal with \_\_\_\_\_, as surety, unto the OWNER in the full and true sum of \$\_\_\_\_\_ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, according to the terms and conditions of the performance payment bond(s).

### **SECTION 5. LIQUIDATED DAMAGES**

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 \_\_\_\_\_ dollars (\$\_\_\_\_\_.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 \_\_\_\_\_ dollars (\$\_\_\_\_\_.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.

F. In addition to, and not in lieu of the liquidated damages provided above, OWNER shall also be entitled to recover from CONTRACTOR or CONTRACTOR's Surety additional liquidated damages arising out of the breach of contract for delay in completion of the Work in accordance with the Contract Times for the same amount of time calculated pursuant to ARTICLE VI above. These additional liquidated damages, the amounts of each of which are applicable to the Contract having been set forth in the Supplementary Conditions, may include, but are not limited to:

- (1) Extended architectural and/or engineering fees: \$\_\_\_\_\_/hour;
- (2) Extended Resident Project Representative fees: \$\_\_\_\_\_/hour;
- (3) Extended construction management fees: \$\_\_\_\_\_/day;
- (4) Extended OWNER'S overhead and personnel expenses: \$\_\_\_\_\_/hour; and



- (5) Owner's other costs directly related to the delay in completion beyond the Contract Times.

CONTRACTOR agrees and consents that the additional 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 additional liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.

## **SECTION 6. PAYMENTS**

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, as provided below. All such payments will be measured by the schedule of values established pursuant to Paragraph 2.05 of the General Conditions (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 ENGINEER as provided in Paragraph 15.06.E.3. of the General Conditions and any relevant Supplementary Conditions.

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%

## SECTION 7. CONTRACT DOCUMENTS

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. General Conditions (pages 1 to 82 of 104, inclusive).
2. Supplementary Conditions (pages 83 to 91 of 104, inclusive).
3. Exhibits to this Agreement (pages 92 to 95 of 104, inclusive).
4. Form of Agreement (pages 96 to 104 of 104, inclusive).
5. Performance, Payment, and other Bonds, consisting of \_\_\_\_ pages.
6. Notice to Proceed. (Not attached)
7. Specifications bearing the title insert title of project and consisting of \_\_\_\_ pages.
8. Drawings consisting of a cover sheet and sheets numbered \_\_\_\_ through \_\_\_\_, inclusive with each sheet bearing the following general title: insert title of project.
9. Addenda numbers \_\_\_\_ to \_\_\_\_, inclusive.
10. CONTRACTOR's Bid (pages \_\_\_\_ to \_\_\_\_, inclusive).
11. Documentation submitted by CONTRACTOR prior to Notice of Award: (pages \_\_\_\_ to \_\_\_\_, inclusive).
12. 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 Article 11 of the General Conditions.

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

## SECTION 8. CONTRACTOR'S REPRESENTATIONS

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

A. CONTRACTOR has visited the Site, 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.

B. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including Technical Data.

C. CONTRACTOR has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.03.A. of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 5.03.A of the General Conditions. CONTRACTOR accepts the determination set forth in Paragraph SC-5.03 of the Supplementary Conditions of the extent of the Technical Data contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in Paragraph 5.03 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purpose. CONTRACTOR acknowledges that OWNER and 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.

D. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

E. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

F. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by 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.

## **SECTION 9. ASSIGNMENT**

Neither the OWNER nor the CONTRACTOR shall assign, sell, transfer or otherwise convey any interest in this Agreement, including any monies due or to become due to the CONTRACTOR under the contract,

without the prior written consent of the other, nor without the consent of the surety, unless the surety has waived its right to notice of assignment. Unless specifically stated to the contrary in any written consent, no assignment, sale, transfer, or conveyance will act as a release or discharge of a party from any duty or responsibility under this Agreement or the General Conditions.

#### **SECTION 10. INSPECTOR GENERAL**

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19).

By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

#### **SECTION 11. SEVERABILITY CLAUSE**

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.

#### **SECTION 12. ENTIRE AGREEMENT**

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. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue of any suit or proceeding brought pursuant to this contract shall be the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.

This Agreement and the attached documents represent the entire agreement between the OWNER and CONTRACTOR and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the OWNER, through its Council Chairperson, and the CONTRACTOR.

This Agreement is fully executed on the latest date indicated below.

**PARISH OF JEFFERSON**

\_\_\_\_\_

Date

By: \_\_\_\_\_

\_\_\_\_\_, Chairman  
Jefferson Parish Council

**INSERT CONTRACTOR'S NAME**

\_\_\_\_\_

Date

By: \_\_\_\_\_

insert representative name  
insert title

License No. \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

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## **SPECIAL PROVISIONS**

*(Revised 6-4-2018)*

### **SP.01 STANDARD SPECIFICATIONS**

All work performed under this Contract shall conform with the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, and latest revisions, except as modified in the Technical Specifications and the EJCDC C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.

### **SP.02 LABOR PREFERENCE**

To the extent that qualified mechanics and laborers are available, employment preference shall be given bona fide residents of Jefferson Parish.

### **SP.03 PREVAILING WAGES**

Davis Bacon prevailing wages and Buy American is required for this project. A complete list of FEDERAL PROVISIONS, REQUIRED CLAUSES, AND CERTIFICATIONS are included in these specifications. The latest Davis Bacon Wages are also included as part of these specifications. Contractor shall sign and return the Acknowledgment page with the bid submission.

### **SP.04 TESTING LABORATORY**

(A) Should the Owner so decide, an independent testing laboratory shall be employed and paid by the Owner for the purpose of conducting test of materials.

(B) The selection of the testing laboratory by the Owner shall be understood as in no way relieving the Contractor of his responsibility for requirements of the Contract. Excluding written protest by the Contractor in advance of processing or use of materials, services of the testing laboratory shall be understood as constituting full acceptance and approval of the Contractor.

(C) The Contractor shall cooperate with and make available to the testing laboratory such facilities and material samples as may be necessary for the performance of testing services. (No Direct Pay)

### **SP.05 COMMUNICATIONS**

All notices, demands, request, instructions, approval, proposals, and claims must be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the Signature page of the agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner) or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to Jefferson Parish, Department of Engineering, 1221 Elmwood Park Boulevard, Suite 802, Jefferson, Louisiana, 70123, and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the



United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Parish at such address, or to such other address as the Owner may subsequently specify in writing to the contractor for such purpose.

Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing when the same should have been received in due course of post; or in the case of telegrams, at the time of actual receipt, as the case may be).

The Engineer shall be copied on all correspondence.

#### **SP.06 CONSTRUCTION NOISE**

The Contractor shall maintain and operate equipment in such manner as to minimize noise generation to the extent practicable. All engines used on the project shall be equipped with properly functioning mufflers.

#### **SP.07 ALIGNMENT, BENCH MARKS, AND CONSTRUCTION LAYOUT**

The Contractor will be responsible for establishing all lines and grades and staking out all work on this project. The Engineer will furnish baseline reference points and benchmarks for use by the Contractor to establish horizontal and vertical controls.

The Contractor shall employ sufficient qualified engineering personnel experienced in layout and construction of highways and bridges to correctly establish and keep complete and comprehensive notebook records of all lines and grades necessary from initial layout to final acceptance. The Contractor will be liable for the accuracy of the initial layout and all subsequent alignment and elevations and shall, at his own expense, rebuild, repair or make good any portion of the work found to be incorrectly positioned either horizontally or vertically at any time before final acceptance. The Contractor shall notify the Engineer immediately of any apparent error in the plans.

The Contractor shall number notebooks for complete and comprehensive recording of all lines and grades. These notebooks shall be provided to the Engineer and shall be properly indexed and cross-referenced by the Contractor for as-built data. The Contractor will be responsible for providing a marked-up set of prints showing as-built conditions.

The Engineer may, at his option, make either spot or complete checks of all construction alignment and grades to determine the correctness of the Contractor's work. However, these checks by the Engineer will not relieve the Contractor of his responsibility for constructing the work in the positions and to the elevations shown on the plans or approved revisions thereto. All measurements for determination of pay quantities will be plan dimension unless amended by field instruction.

#### **SP.08 TRAFFIC MAINTENANCE, CONSTRUCTION SIGNING, TEMPORARY SIGNS AND BARRICADES, AND PUBLIC SAFETY**

The Contractor shall be responsible for providing safe and expeditious movement of traffic through construction zones. A construction zone is defined as the immediate areas of actual construction and all abutting areas which are used by the Contractor and which interfere with the driving or walking public. The Contractor shall be responsible for

installation and maintenance of all devices and requirements in accordance with the construction signing details for the duration of the construction period. Cuts in roadway lanes which must be left open overnight shall be backfilled with crushed stone to carry vehicular traffic at NO DIRECT PAYMENT.

The Contractor shall check twice daily (noting in the daily logs), once in the morning and at the close of work in the evening, daily on weekends and holidays, that all signs, barricades, channelizing devices, striping, lights, etc... are in place and functioning. Video of all sign and barricade changes for each phase of construction is required, noting time and date on the video copy. A representative of the Engineer shall be present for videoing.

The Contractor shall be responsible for removal, relocation, or replacement of any traffic control device in the construction area which exists as part of the normal pre-construction traffic control scheme. Any such actions shall be performed by the Contractor under the supervision, and in accordance with the Specifications, of the Jefferson Parish Department of Public Works Traffic Engineering Division, unless otherwise specified. Also, the Contractor should consult with the Traffic Engineering Division immediately on any vehicular or pedestrian safety or efficiency problem incurred as a result of construction of the project.

The Contractor shall provide daily reports to the Engineer at the end of each working day, stating that all signs and barricades necessary for construction are in place and operable.

#### **SP.09 ACCESS TO DRIVEWAYS**

During the construction of the project, the Contractor shall provide temporary access to commercial and residential driveways.

#### **SP.10 CONSTRUCTION NOTIFICATIONS**

The Contractor **shall** contact the Police Department, Fire Department, School Board, U. S. Postal Service, Area Hospitals, Trash Collection Companies, Private Utility Companies and the Department of Public Works Engineering **at least** 48 hours before commencing work **and** closing of any street. The Contractor shall request final approval of any street closing from the Jefferson Parish Department of Engineering and Traffic Engineering Division at least (14) fourteen days **in advance**.

#### **SP.11 CLEANING UP**

The Contractor **shall at all times** keep all roadways being used by him or his sub-contractors free from accumulation of waste materials and other debris caused by his construction operation. There will be no direct payment for this operation.

#### **SP.12 UNDERGROUND AND OVERHEAD UTILITIES**

Locations of existing underground and overhead utilities shown on plans are approximate. Prior to any type of excavation, Contractor shall contact all utility companies (private and public) for the purpose of establishing exact location of utilities in the field. Contractor shall perform any necessary exploratory work ahead of the construction operation as directed by the project engineer for public utilities. This exploratory work is for the purpose of establishing exact location of underground utilities and determining whether a conflict will exist with the proposed work. FOR THIS PROJECT, PRIOR TO THE CONSTRUCTION,

CONTRACTOR **MUST** CONTACT MR. DAVID STOUT (736-6536), OF TRAFFIC ENGINEERING, TO LOCATE ALL EXISTING UNDERGROUND TRAFFIC INFRASTRUCTURES.

The Contractor's attention is called to the presence of overhead and underground power lines, underground gas, and communication lines throughout the project. The Contractor is solely responsible for project safety and coordinating his operations with all utility companies.

**SP.13 PRIVATE UTILITY RELOCATION**

Private utilities located on public right-of-way which are required to be relocated or de-energized at the job site or removed entirely from the job site to accommodate the project will be done so at no cost to the Contractor. Any such relocation/removal has to be necessary for the construction of the project and as described in the plans or specifications. If during construction the Contractor determines that additional relocations/removals are necessary to perform the work, then the approval of the engineers and the owner will be required. If the engineers and the owner agree with the additional relocations/removals, then it will also be accomplished at no expense to the contractor.

**SP.14 CONSTRUCTION IN VICINITY OF ENTERGY TRANSMISSION AND DISTRIBUTION LINES**

While constructing the project, the Contractor may be working near, and under Entergy overhead and underground power lines. Prior to beginning construction, the Contractor shall contact Entergy to coordinate all construction work; and establish necessary safety precautions. All construction work near power lines shall be performed in accordance with OSHA, NEC and Entergy requirements.

The Contractor shall maintain a safe distance from all energized power lines in accordance with OSHA, NEC and Entergy requirements. Contractor shall be responsible for determining the maximum height and reach attainable by any part of any piece of his equipment, and after coordinating with Entergy to determine the height and location of the power line, shall determine the safe clearance which shall not be violated. If the safe clearance will be violated, no work shall be performed until the Contractor coordinates with Entergy to de-energize all necessary lines. The Contractor shall not work under or around the line unless the line is de-energized. If the line is to be de-energized, but is to remain in-place, rather than being removed, the Contractor shall establish a coordination procedure with Entergy to ensure that the Contractor shall have sufficient notice to allow removal of all equipment (which may violate the safe clearance) from the area prior to the line being re-energized.

These procedures and requirements shall also apply to any buried power lines.

Contractor's full compliance with all procedures and requirements for overhead and underground power lines noted in this special provision shall be maintained at all times. Refer to SP. 13 for method of payment regarding temporary relocations, disconnections, or de-energization.

**SP.15 COOPERATION BETWEEN CONTRACTORS**

The Contractor shall be cognizant of the fact that other utility related work may be under

construction at the same time that this Contract is active. There shall be complete cooperation with any other contractor in the area, and any unavoidable conflicts shall be immediately brought to the Engineer's attention.

**SP.16 CONSTRUCTION IN VICINITY OF EXISTING STRUCTURES, ROADWAYS, SIDEWALKS/DRIVEWAYS, LANDSCAPING, ETC...**

The Contractor shall be fully responsible for maintaining the integrity of all existing structures (fences, poles, etc...), roadways, sidewalks/driveways, landscaping, etc... within the project limits, throughout the duration of the project. Any damage to these structures/facilities resulting from the Contractor's operation shall be repaired or replaced at Contractor's expense. All repairs and replacements shall be made to the satisfaction of the Engineer and Owner. There shall be "No Direct Pay" for any work or materials required to maintain the integrity of these structures/facilities.

**SP.17 DISPOSAL OF CONCRETE, ASPHALT AND UNCLASSIFIED EXCAVATION**

All concrete and asphalt pavements, walks and curbs removed from the project, as well as all unclassified excavation not otherwise used in the project, shall become the property of the Contractor, and shall be disposed of at no cost to the owner. Written permission of the property owner on whose property the material is placed shall be required. Copies of the written agreement with the property owners shall be provided to the Engineer prior to commencement of disposal.

**SP.18 DRAINAGE**

Contractor shall not impede existing or new drainage during rainstorms or when a storm is imminent.

**~~SP.19 CONSTRUCTION IN EXISTING DRAINAGE CANAL~~**

~~The Contractor shall be required to notify the Jefferson Parish Department of Public Works (Drainage Department) by letter, of the construction sequence he will utilize for construction of culverts in canals.~~

~~If the Contractor plans to construct temporary dams in the canal to facilitate bridge or culvert construction, he shall point out in his letter the exact location and desirable elevation of each of the dams for prior approval.~~

~~The Contractor shall be responsible for removal of these dams, on short notice in the event the Jefferson Parish Department of Public Works or the Engineer requests their removal to facilitate the movement of water in canal.~~

~~Temporary dams constructed of wood or steel sheeting will not be allowed. See Technical Specifications Section XX for additional requirements.~~

~~The Contractor will be responsible for maintaining flow in all sections of flume and/or box culvert throughout the life of the project. Upon completion of all flume and box culvert construction required by the plans and specifications, all flumes and box culverts shall be cleaned of soil, debris and other materials to their invert by approved methods at No Direct Payment. Removed soil, debris and other materials shall be disposed of in accordance with~~

~~Subsection 202.02 of the Louisiana Standard Specifications for Roads and Bridges, 2006 Edition, or as otherwise approved in writing by the Owner at No Direct Payment. After completion of the cleaning operation, the flumes and box culverts will be inspected for acceptance. There shall be no partial acceptance of flumes or box culverts.~~

#### **SP.20 EXISTING SOIL CONDITIONS**

~~Soil boring logs and a summary of the pH and resistivity tests are provided in **Appendix A** of the Technical Specifications. A copy of the complete Sub-soil Investigation Reports prepared for this project by **XXXXXXXXXXXXXXXXXX, Inc.** is available for inspection by prospective bidders at the office of **Pivotal Engineering, LLC, 1515 Poydras St, Ste. 1875, New Orleans, LA 70112.**~~

#### **SP.21 PILE DRIVING**

The Contractor is cautioned that vibrations resulting from any pile driving operation can cause structural damage to adjacent houses and other structures. He is advised to take every precaution to monitor these vibrations and to assure that they remain within safe limits, in accordance with the requirements of the U.S. Bureau of Mines, 1980.

#### **SP.22 GRASS CUTTING**

The Contractor shall cut grass areas in the public right-of-way within project limits as per directions from the Project Engineer throughout the life of the project. To further clarify this requirement the contractor is responsible for grass cutting within his immediate work zone. The contractor is not responsible for maintenance of grass in other locations within the project limits that fall outside of his immediate work zone. In other words, areas that either have been completed or areas in which the contractor has not begun work in he will not be required to cut the grass. There shall be "No Director Payment" for this work.

#### **SP.23 HAUL TICKETS**

The Contractor shall provide multi-copy (4 minimum, different color) haul tickets to be used on this project for vehicular measure type items. The tickets shall be preprinted with the Contractor's name and address and the project title and number. The tickets shall be consecutive numbered and have spaces providing for the following items: type of material, parcel locations, truck number, truck driver's name, date, inspector's signature, volume of load and any other information pertinent to the completion of the work in question.

#### **SP.24 PARTIAL USE OF SITE IMPROVEMENTS**

The Owner, at his discretion, may give notice to the Contractor that certain sections of the improvements which have been completed, inspected, and can be accepted as complying with the Technical Specifications will be placed in use, provided that the following conditions are met:

1. In the Owner's opinion, each section is reasonably safe, fit and convenient for use provided.
2. The use of such sections of the improvements shall in no way impede the completion of the remainder of the work by the Contractor.
3. The Contractor shall not be responsible for any damages or maintenance costs due

- directly to the use of such sections.
4. The use of such shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
  5. The period of guarantee stipulated in the General Specifications and Conditions hereof, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

#### **SP.25 MEASUREMENT AND PAYMENT**

Measurement and payment shall be as specified on plans and specifications. No direct payment will be made for any item of work normally required for the type of construction involved that is not a pay item on the Proposal Form. All measurements for payment shall be made by the Project Engineer, or his authorized representative.

#### **SP.26 PAYMENTS TO CONTRACTORS**

All payment requests on invoices must be sent first to the assigned Construction Engineer for review and comment on **proper Parish forms**; which are then forwarded to the appropriate Parish Department or Program Manager (if applicable) for further handling. Contractors who fail to follow this procedure will not be paid on a timely basis due to the unnecessary delays in rerouting of the payment requests.

#### **SP.27 UTILITY DISRUPTION**

If the Contractor or any of his sub-contractors plan to disrupt utility service (i.e. sewer, water, electricity, gas, telephone, etc.), to perform any portion of his work, the Contractor shall adhere to the following requirements:

- a) All businesses and residences affected by the disruption of the utility must be given written notice a minimum of forty-eight (48) hours in advance. In addition, the Contractor shall make no less than three (3) attempts to personally contact an individual at each affected business or residence. The first attempt may be while delivering the written notification, and the last attempt should be the evening prior to the disruption. The notice of disruption shall also be sent to the District Councilman, Angela DeSoto, PE, Director (Jefferson Parish Department of Engineering).
- b) The Contractor shall not disconnect the utility until after 8:00 a.m. on the morning that the work is to be performed.
- c) The Contractor shall contact each business to determine if special arrangements (such as temporary water supply, port-o-lets, etc.) are necessary during the period of the utility disruption. The Contractor shall not disrupt service until all special arrangements are in place or the Contractor has received approval by the Parish to proceed.
- d) All service must be restored at the end of each day, unless previously approved by the Parish.
- e) There shall be "No Director Payment" for any necessary work or materials needed to perform these requirements.

#### **SP.28 INSURER'S CLAIMS PROCEDURES**

Amend 5.04D of the JEFFERSON PARISH GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS AND AGREEMENT FOR BELOW GROUND PROJECTS OR ABOVE GROUND PUBLIC WORKS PROJECTS AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE by adding the following new subparagraph after paragraph D.5.

- 6) The insurers shall respond to all loss notices received from the Contractor or directly within 48 hours of receipt; shall use their best efforts to make a final adjustment of the loss notices within 90 days of receipt; and shall process such loss notices promptly and expeditiously.

#### **SP.29 COPIES OF DRAWINGS FURNISHED**

Article 2.02 of the JEFFERSON PARISH GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS AND AGREEMENT FOR BELOW GROUND PROJECTS OR ABOVE GROUND PUBLIC WORKS PROJECTS AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE is amended as follows: "The Engineer will furnish to the Contractor free of charge, not to exceed six (6) copies of Engineering Drawings and Specifications". With this exception the paragraph shall remain unchanged.

#### **SP.30 DISPOSAL OF MATERIAL CLASSIFIED AS DRAINAGE EXCAVATION**

~~All drainage excavation materials shall be disposed of and graded off site by the contractor at an approved site designated by the Owner. Materials to be excavated may be contaminated with hydrocarbons. The materials shall be transported and disposed of at the designated site within a twenty five (25) mile radius of the project as specified by the engineer. Refer to Technical Specifications Section X Excavation and Embankment for additional requirements. This material can be used to blanket side slopes within canal. All cost associated with the disposal and grading of this material shall be borne by the contractor. No separate payment will be made for disposal and grading of drainage excavation material.~~

~~The contractor shall at all times keep roadway used by him for haul, free from accumulation of waste materials, dirt, and other debris caused by his construction operation.~~

~~The Contractor shall provide a dozer and operator at the designated site to spread excavated material which will be paid for by the hour of actual operation as detailed in Technical Specifications Section X Excavation and Embankment.~~

#### **SP.31 DAILY REPORT**

The Contractor **shall** provide daily reports at the end of the working day to the Construction Engineer stating that all signs and barricades necessary for construction are in place and operable.

#### **SP.32 VIBRATIONS DUE TO CONSTRUCTION ACTIVITIES**

The Owner will retain the services of an independent testing laboratory to perform vibration monitoring for the duration of the construction. Payment for these services will be the responsibility of the Owner.

The project engineer shall determine the need for vibration monitoring. The project engineer shall direct the number and placement of monitors to be used for each activity or condition. Monitoring equipment shall directly measure particle velocity (rate of ground movement) in three mutually perpendicular directions (longitudinal, transverse and vertical) and be capable of recording the vector sum of these three measurements to an accuracy of 0.01 in/sec. In addition, the monitoring equipment shall be capable of producing a continuous written record of all measurements taken. A daily report will be furnished to the Engineer including, at a minimum, a monitoring location plan, all recorded data and a narrative of construction activities which is referenced to the recorded data.

The Contractor shall report to the Engineer's field representative at least twenty-four (24) hours in advance of starting any new construction related activity (or if site conditions change) and request that proper vibration monitoring be provided for this activity and/or condition.

If at any time any monitor in any direction records a reading of 0.20 inches per second, the laboratory technician shall notify the Contractor and the Owner's field representative immediately. The Contractor shall record the activity and location causing the reading.

If at any time any monitor in any direction records a reading of 0.50 inches per second or greater, the laboratory technician shall notify the Contractor and the Owner's field representative immediately and the affecting construction activity shall be suspended. The Contractor shall propose to the Engineer corrective measures for the affecting construction activity to ensure that vibration-monitoring limits will not be exceeded. Upon approval by the Engineer, the modified construction activity may resume. Repair of any damage caused by the vibrations above safe limits as specified herein shall be the full responsibility of the Contractor.

### **SP.33 EXISTING POWER POLES**

Where excavation is required adjacent to existing power poles or other structures, the Contractor has the responsibility to maintain the integrity of the structure by bracing or other means subject to the approval of the project Engineer and the utility owner (no direct payment).

### **SP.34 SITE SURVEY**

Prior to mobilization onto the jobsite, the Contractor shall conduct a detailed survey that shall include pre-construction photographs and video of the jobsite, surrounding areas, and access and/or haul routes. This work shall be performed by a qualified, licensed company hired and paid for by the Contractor. The Contractor shall submit the name and qualifications of this company to the Owner's project engineer for review and approval prior to commencing any survey/photographic work. The Owner's project engineer shall view the video and preconstruction photographs prior to any mobilization. No work shall commence until the Owner's project engineer has recommended acceptance of the survey. This survey is intended to document existing conditions prior to construction.

Prior to beginning the work, and upon completion of the work, a series of photographs shall be made to show the existing and improved conditions.



Monthly video recording shall be taken traveling both directions through all construction zones (work areas). Videos shall be organized, titled and submitted as per this special provision.

In addition, during the progress of work, photos shall be taken every month consisting of various features, as directed by the Owner's project engineer.

Photographs shall be taken with a digital format camera, which is capable of imprinting, in the lower right hand corner of the image, the date of the photograph. Digital photographs shall be submitted as 4"x6" glossy color prints of commercial quality and shall be clear, sharp and encompass depth of field and also on a DVD. Photographs shall be submitted in protective sleeves and shall be numbered and indexed to a master list to be furnished with the prints. The master list index furnished shall be neatly bound and shall contain at a minimum, the date and time of the photograph, the station location of the photograph, the direction of view, and the image number. Progress photographs shall also be furnished in digital format, as JPEG images on CD ROM media. Two (2) CD ROM's shall be furnished with each set of photographs.

Prior to mobilization and again upon the completion of the work, the Contractor shall conduct a video survey of all areas of work in the project limits.

Specifically, roadway segments and haul routes should be digital video recorded moving near the curb with the curb in the middle of the frame. The field of view should be from the center of the pavement to at least 2 feet beyond the apparent R/W line, panning as needed to ensure details are in focus. Thus, each roadway segment and haul route will be run twice, once along each curb. The contractor should take additional video and photos as deemed necessary.

Travel speed of the camera for roadway video shall not be greater than one (1) mile per hour. The video portion of all recordings shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion or any other form of picture imperfection post editing. The audio portion of all recordings shall reproduce precise and concise explanatory notes by the camera operator with proper volume, clarity and freedom from distortion.

Master video disks in DVD format shall be produced with accompanying audio on NTSC 1080p HD video equipment, in DVD format. Master field videos shall be edited onto a DVD. Videos shall be identified on screen with the date made. Videos shall be titled prior to each new video sequence and after every 30 minutes of lapse time. The title shall include the project name, video name and sequence number, location, and date made. One (1) DVD format copy of the master edit shall be delivered to the Owner's Project Engineer within two weeks of being videoed. Each video shall be furnished with an index that includes at a minimum, the project name, video name, and sequence number, location, date made, and time counter (run time in minutes) at the beginning of each video sequence on the disk.

The Owner shall have the authority to reject all or any portion of the video survey not conforming to the requirements of this provision. Those rejected portions shall be re-videoed at no additional cost to the Owner.

There shall be NO MEASUREMENT OR DIRECT PAYMENT for services required by this provision.

### **SP.35 TREATMENT OF BOLTS TO PREVENT REMOVAL OF NUT AND WASHER**

The Contractor will be required to treat all bolts accessible from roadway or canal bank in such a way as to prevent removal of nuts and washer by vandals. Method for achieving this goal must be approved by Project Engineer. (No direct pay).

### **SP.36 ELECTRICAL POWER AND WATER SUPPLY**

The Contractor shall make arrangements for electric power and water supply for construction and testing purposes from the respective companies serving the area and shall pay all charges therefore, including installation, service and use charges.

### **SP.37 FIELD OFFICE FACILITIES**

~~The Contractor shall furnish and install one portable trailer type office at the site of the work for the exclusive use of the Engineer, the Owner or their authorized representatives. The office facility will remain the property of the Contractor and shall be removed from the site after the project is substantially constructed, erected, and properly braced to the approval of the Engineer.~~

~~The office shall be provided with an outside door lock. The area required for the Engineer/Owner exclusive use shall not be less than 150 square feet. The Contractor shall furnish and install in the trailer all necessary electrical wiring, plumbing, toilet facility, lighting, air conditioning, heating, telephone or radio phone service, answering machine and fax machine within ten (10) working days from receipt of the Owner's written Notice to Proceed.~~

~~The Contractor shall provide one 30" x 60" desk with not less than 3 drawers, one plan table, one single file cabinet and one standard arm rest type chair for use by the Resident Project Representative. The Contractor shall supply one refrigerated bottled water dispenser unit and bottled water and paper cup supply for the project duration. See Technical Specifications Section XX for additional requirements.~~

### **SP.38 SHEETING, BRACING AND FALSEWORK**

Contractor shall furnish, install and remove any and all sheeting, bracing and falsework necessary for construction of specified items of work included in this project.

This provision shall include but is not necessarily limited to any and all required trench and excavation sheeting, lateral support bracing, falsework, forms, and dewatering stops together with all labor, materials and equipment necessary to insure safety of workmen and satisfactory completion of each specified item of work.

### **SP.39 WORK STOPPAGE DUE TO PUBLICALLY DECLARED EMERGENCY**

If there is an emergency declared by the Federal, State or Local government in Jefferson Parish or in any portion thereof, then all work on this project shall cease until such time as the contractor is instructed to resume work by Department Director (no one else) who has jurisdiction over the project.

If there is any type of work which must proceed to prevent harm to persons or property, or damage to the project itself; then contractor should immediately contact the Department Director for necessary instructions. If contractor is unable to contact the Department Director, contractor may perform the work necessary to prevent such harm in accordance with industry safety standards.

Contractor shall be entitled to an extension of time for the period of the stoppage, but shall not be entitled to any additional compensation by reason thereof.

#### **SP.40 COOPERATION WITH UTILITIES**

Subsection 105.06 of the 2016 Louisiana Standard Specifications for Roads and Bridges is amended to include the following:

Utility facilities will be removed, relocated, adjusted or abandoned in accordance with agreements between the Parish of Jefferson and utility owners listed below. Whenever practicable, utilities that are in conflict with the work shall be relocated prior to the Notice to Proceed date. In some cases, where noted in the plans and/or specifications, Contractor will be required to assist the utility by excavating the underground pipe or conduit. Starting dates for such work will be determined by the engineer and may be different for each utility. This work shall be coordinated with the Utility, and should be scheduled to be completed within the Assembly Period whenever possible (see SP.64).

In some projects, utility relocation work may have to be performed concurrently with the contractor's work. The following estimated completion times for utility work is for information purposes only and will not relieve the contractor of any requirements of this subsection nor will it preclude the granting of contract time credits in accordance with the provisions of this subsection.

<b>UTILITY OWNER</b>	<b>Estimated Calendar Days for Completion</b>
Atmos Energy Louisiana	0
Entergy Corporation	<b>0</b>
AT&T – East Bank	0
Cox Communications, Louisiana, LLC	0
Gulf South Pipeline Company LP	0
Southern Light Fiber	0
Hunt Telecommunications	0

#### **SP.41 EXPLORATORY EXCAVATION**

The Technical Specification for Exploratory Excavation is supplemented as follows:

Utility excavations shall be performed prior to the start of work to allow ample time for the engineer to resolve conflicts. The location and final quantity of excavations will be determined in the field by the engineer. Utility excavations shall include the removal and disposal of existing material as indicated on the plans or as directed by the engineer. Coordinate excavation with utility companies and abide by their procedures and requirements for exposing utilities. Excavate to expose the utility to determine type, size, location, and depth. Furnish the engineer with a detail of this information for all utilities exposed by the excavation. Inaccurate information provided to the engineer that causes delays or additional costs to the project shall be at the contractor's expense. The contractor shall be solely responsible for damages to existing facilities due to the exploratory excavation.

Contractor shall design and construct all temporary sheeting and bracing required to ensure stability of the excavation, and shall properly secure and mark the excavation site to maintain public safety at all times in accordance with the contract plans and specifications. The engineer shall be furnished with Contractor's installation plan for the temporary sheeting and bracing [with design assumptions and calculations] signed and sealed by a professional civil engineer licensed in Louisiana. If excavation is below the groundwater table, provide groundwater control to permit excavation so that there is no standing water and a dry working surface is provided to maintain stability of the excavation. Remove the temporary sheeting and bracing and backfill the excavation with granular material or other suitable backfill material as directed by the engineer. The excavation site shall be restored to its original conditions after completion of work. Compensation will be as provided under Exploratory Excavation.

#### **SP.42 ASSEMBLY PERIOD**

The entire contract shall be completed in all details and ready for final acceptance in accordance with **SP.44** - Contract Time within the time specified.

Prior to assessment of contract time, the contractor will be allowed 30 calendar days from the date stipulated in the Notice to Proceed to commence with portions of the contract work, including but not limited to assembly periods, preparatory work for materials fabrications such as test piles, or other activities which hinder progress in the beginning stages of construction. Prior to issuance of the Contractor's Notice-to-Proceed, and upon written request from the contractor justifying the need for additional time, the Department of Engineering *may* consider extending the Assembly Period; however, the Assembly Period shall not be extended for more than 30 calendar days. If the contractor begins regular construction operations prior to expiration of the assembly period, the assessment of contract time will commence at the time construction operations are begun.

The contractor shall be responsible for maintenance of traffic from the beginning of the assembly period. During the assembly period, the contractor will be allowed to do patching and other maintenance work necessary to maintain the roadway with no time charges when approved by the engineer.

The contractor is directed to the special provisions and the plans for any restrictions that may affect work schedules.

#### **SP.43 PROJECT SIGNS**

Project identification signs (maximum of two) will be furnished by Jefferson Parish and shall be installed and maintained by the Contractor throughout the duration of the project construction. The Contractor shall pick up the signs at the Jefferson Parish Traffic Engineering Department in Harahan (2100 Dickory Street) and deliver them to the designated area for installation. Installation and maintenance of project identification signs shall be the responsibility of the Contractor (No Direct Pay). Contractor to remove project signs upon completion of the work and return them to Traffic Engineering Department.

#### **SP.44 CONTRACT TIME**

All work shown on the Plans and in the Specifications shall be executed and functional in all details (Substantial Completion) within **120** consecutive calendar days from the date specified in the "Notice to Proceed" as the starting date for the Contract Time. The time allowed for completion of this project includes **12** days of inclement weather and any time required for final clean up of the project site. For this project, the set time for Final Acceptance is **30** consecutive calendar days after the job has been accepted by the Owner as Substantially Complete or **150** from the date specified in the "Notice to Proceed" as the starting date for the Contract Time, whichever occurs first.

## TECHNICAL SPECIFICATION

## SECTION 01010

### SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

- A. **The work under this contract consists of a base bid only. It includes the installation of a new pre-engineered bus wash canopy, cleaning of approximately 5,500 square feet of concrete pavement including the removal of oil stains, surface and joint and crack sealing.**
- B. The Contractor shall furnish all labor, materials, equipment, tools, services, and incidentals to complete all work required by these specifications and as shown on the drawings.
- C. The Contractor shall perform the work complete, in place and ready for continuous service, and shall include repairs, replacements, and restoration required as a result of damages caused during this construction.
- D. The Contractor shall furnish and install all materials, equipment, and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.

##### 1.02 RELATED REQUIREMENTS

None

##### 1.03 CONTRACTS

The Contract consists of lump sum and unit price bid items. The lump sum price shall include all labor, materials, equipment and incidentals required to construct the work complete in place. No extras shall be granted for any additional work unless specifically defined as a unit price item.

##### 1.04 WORK SEQUENCE

- A. All work to be done under this contract shall be done with minimum inconvenience to the bus service operations. The Contractor shall coordinate his work with the owner and the authorities of the bus maintenance facility.
- B. Construct work in stages to accommodate the Owner's use of the premises during the construction period; coordinate the construction schedule and operations with the Owner's representative.

- C. Construct the work in stages to provide for public convenience. Do not close off public use of facilities until completion of one stage of construction will provide alternative usage.

#### 1.05 CONSTRUCTION AREAS

- A. Contractor shall limit his use of the construction areas for work and storage to allow for:
  - 1) Work by other contractors.
  - 2) Owner use.
  - 3) Public use.
- B. Coordinate use of work site under direction of Engineer.
- C. Assume full responsibility for the protection and safekeeping of products under this contract, stored on the site.
- D. Move any stored products, under Contractor's control, which interfere with operations of the Owner or separate contractor.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

#### 1.06 OWNER OCCUPANCY

- A. Owner will have full access to and use of all existing facilities during the entire period of construction for the conduct of his normal operations. Cooperate with Owner's representative in all construction operations to minimize conflict, and to facilitate Owner usage.
- B. Contractor shall at all times conduct his operations as to insure the least inconvenience to the general public.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION



## SECTION 01025

### MEASUREMENT AND PAYMENT

#### PART 1 GENERAL

- A. Refer to Proposal Form
- B. Payment shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labors, operations, and incidentals appurtenant to complete the work being described, as necessary to complete the various items of the work all in accordance with the requirement of the Contract Documents, including all costs of compliance with the regulations of public agencies having jurisdiction. The Contractor is hereby on notice that no separate payment will be made for any item not specifically called out, but that is required to properly complete the project.

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION (NOT USED)

#### PART 4 MEASUREMENT AND PAYMENT

##### 4.01 GENERAL

The total Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, supplies, and appurtenances; providing all construction equipment, and tools; performing all necessary labor and supervision to fully complete the work, shall be included in the unit and lump sum bid price. All work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the bid prices.

##### 4.02 MEASUREMENT AND PAYMENT

The lump sum bid price shall include all tools, equipment, supplies, and manufactured articles, and for all labors, operations, and incidentals appurtenant to complete the work as shown in the drawings and detailed in the contract documents. Prior to beginning construction, the Contractor shall provide a detailed itemized cost breakdown to be used for processing monthly payment applications.

**Besides the items listed under 4.03, there shall be no other item to be measured and/or paid. All other work specified for this project shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the items listed under 4.03.**

##### 4.03 ESTIMATED QUANTITIES

All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the work, and (b) for the purpose of comparing the bids submitted for the work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. No compensation will be given for any quantities not used.

Units of measure shown on bid form shall be as follows unless specified otherwise.

<b>Item</b>	<b>Method of Measurement</b>
EA	Each – Field Counted by Owner / Owner's Representative
LF	Linear Foot – Field Measured by Owner / Owner's Representative
LS	Lump Sum – Unit is One; no measurement will be made
SF	Square Foot – Field Measurement by Owner / Owner's Representative
SY	Square Yard – Field Measurement by Owner / Owner's Representative
CY	Cubic Yard – Field Measurement by Owner / Owner's Representative

#### BASE BID ITEMS

##### ITEM 1 MOBILIZATION AND DEMOBILIZATION, SITE CLEAN UP

This work consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidental to the project site; the establishment of buildings and other facilities necessary for the work on the project; the costs of bonds and any required insurance; and other preconstruction expenses necessary for start of the work, excluding the cost of construction materials.

This work shall be performed in accordance with Section 727 of the Louisiana Standard Specification for Roads and Bridges, 2016 Edition and its latest revisions.

- A. Measurement: No separate measurement will be made of any of the individual items of mobilization described above.
- B. Payment: Mobilization will be paid for at the contract lump sum price subject to the following provisions:

Partial payments for mobilization will be made in accordance with the following schedule up to a maximum of 10 percent of the original total contract amount, including this term.

Payment of any remaining amount will be made upon completion of all work under the contract.

Percent of Total Contract Amount Earned (Excluding the Line Item for Mobilization/Demobilization)	Allowable Percent of the Lump Sum Price for Mobilization/Demobilization
1 <sup>st</sup> Partial Estimate	25% of Line Item Amount
10% of Contract Amount	50% of Line Item Amount
25% of Contract Amount	75% of Line Item Amount
100% (at Demobilization)	100% of Line Item Amount

ITEM 2 PREFABRICATED CANOPY (INCLUDING FOUNDATION)

- A. Measurement: Measurement for this item will be made on a lump sum basis.
- B. Payment: Payment for prefabricated canopy (including foundation) will be done at the contract lump sum price and shall include all plant, labor, material, equipment, and all other incidentals required to complete the work as required.

ITEM 3 CONCRETE PAVEMENT SURFACE CLEANING, STAIN REMOVAL AND SURFACE SEALING

- A. Measurement: Measurement for this item will be done per square yard.
- B. Payment: Payment for concrete pavement surface cleaning, stain removal and surface sealing will be done per square yard at the contract unit price and shall include all plant, labor, material, equipment, and all other incidentals as specified herein and as shown on the drawings. Works under this item include but are not limited to, surface cleaning, oil stain removal, surface sealing, crack routing and crack sealing. Joint sealing replacement is not included under this pay item and will be paid as a separate pay item.

ITEM 4 EXPANSION JOINT & CONSTRUCTION JOINT SEALING REPLACEMENT

- A. Measurement: Measurement for this item will be done per linear foot.
- B. Payment: Payment for expansion joint & construction joint sealing replacement will be done per linear foot at the contract unit price and shall include all plant, labor, material, equipment, and all other incidentals as specified herein and as shown on the drawings

ITEM 5 THERMOPLASTIC PAVEMENT STRIPING

- A. Measurement: Measurement for thermoplastic pavement striping shall be per linear foot.
- B. Payment: Payment for thermoplastic pavement striping will be done per linear foot at the contract unit price and shall include all plant, labor, material, equipment, and all other incidentals as specified herein and as shown on the drawings.

END OF SECTION

## SECTION 01026

### SCHEDULE OF VALUES

#### PART 1 – GENERAL

##### 1.01 GENERAL

- A. This Section defines the process whereby the Schedule of Values (lump sum price breakdown) shall be developed. Monthly progress payment amounts shall be determined from monthly progress updates of the Schedule activities.

##### 1.02 SCHEDULE OF VALUES

- A. The Contractor shall submit a Schedule of Values for all lump sum price items within 10 days from the date of Notice to Proceed. The listing shall include a price allocation for the major Work components.
- B. The Contractor shall assign the price of work (a sum including allocation for materials, labor, equipment, overhead and profit) to each activity. Price per activity shall not exceed \$10,000.00. Activities shall be grouped to identify the major work item to be performed. The sum of values for all activities listed shall equal the total Contract Lump Sum Price. The Contractor shall provide to the Engineer upon request, the Contractor's backup price information, including unit prices for excavation, backfill, concrete etc. Determining the total percentage of each activity installed for the month will develop the monthly progress payment.

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION (NOT USED)

## SECTION 01043

### JOB SITE ADMINISTRATION

#### PART 1 GENERAL

##### 1.01 SITE ADMINISTRATION

Contractor shall be responsible for all areas of the site used by him, and all subcontractors in the performance of the Work. He will exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to Owner or others. Contractor has the right to exclude from the site all persons who have no purpose related to the Work or its inspection, and may require all persons on the site to observe the same safety regulation as he required of his employees. At all working hours a superintendent shall be at the job on a full-time basis.

##### 1.02 UNFAVORABLE CONSTRUCTION CONDITIONS

Contractor shall confine his operations to work which will not be affected adversely by unfavorable weather, wet ground, or other unsuitable construction conditions. No portion of the Work shall proceed under conditions which would affect adversely the quality or efficiency of the Work, unless suitable special precautions or countermeasures are taken by Contractor.

##### 1.03 LAND FOR CONSTRUCTION PURPOSES

- A. Contractor will be permitted to use available land belonging to Owner, on or near the site of the Work, for construction purposes and for the storage of materials and equipment. The location and extent of the areas so used shall be as indicated on the drawings or as directed by the Engineer. Contractor shall immediately move stored material or equipment if any occasion arises, as determined by Owner, requiring access to the storage area. Materials or equipment shall not be placed on the property of Owner until Owner has agreed to the location to be used for storage.
- B. It shall be the Contractor's responsibility to provide arrangements for additional land required for construction or for location of the Resident Project Representative's office if applicable beyond that furnished by the Owner. This work shall be considered a subsidiary obligation of the contractor and all costs in connection therewith shall be included in the lump sum price for the applicable item.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01090

### REFERENCE STANDARDS

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in the Contract Documents to identify reference standards.

##### 1.02 QUALITY ASSURANCE

- A. Application: When a standard is specified by reference, comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents or applicable codes establish stricter standards.
- B. Publication Date: The publication in effect on the date of issue of the Contract Documents, except when a specific publication date is specified.

##### 1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

Obtain copies of referenced standards direct from publication source, when needed for proper performance of work, or when required for submittal by the Contract Documents.

AA	Aluminum Association 818 Connecticut Avenue, N.W. Washington, DC 20006
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W. Washington, DC 20001
ACI	American Concrete Institute Box 19150, Reford Station Detroit, MI 48219
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AISC	American Institute of Steel Construction 1221 Avenue of the Americas New York, NY 10020
AISI	American Iron and Steel Institute 1000 16th Street, N.W.



Washington, DC 20036

ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
ASHRAE	American Society of Heating, Refrigerating and Conditioning Engineers 1791 Tullie Circle, N.E. Atlanta, GA 30329
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWWA	American Water Works Association 6666 W. Quincy Avenue, Denver, CO 80235
AWS	American Welding Society 2501 NW 7th Street Miami, FL 33125
CRSI	Concrete Reinforcing Steel Institute 180 North LaSalle Street, Suite 2110 Chicago, IL 60601
FS	Federal Specification General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Building 197 Washington, DC 20407
MLSFA	Metal Lath/Steel Framing Association 221 North LaSalle Street Chicago, IL 60601
NAAMM	National Association of Architectural Metal Manufacturers 221 North LaSalle Street Chicago, IL 60601

NEMA	National Electrical Manufacturers' Association 2101 L Street, N.W. Washington, DC 20037
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 20076
PCI	Prestressed Concrete Institute 20 North Wacker Drive Chicago, IL 60606
SDI	Steel Door Institute 712 Lakewood Center North Cleveland, OH 44107
SMACNA	Sheet Metal and Air Conditioning Contractors" National Association 8224 Old Court House Road Vienna, VA 22180
SSPC	Steel Structures Painting Council 4400 Fifth Avenue Pittsburg, PA
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01152

### REQUESTS FOR PAYMENT

#### PART I - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

Submit applications for payment to the Engineer in accord with the schedule established by Conditions of the Contract.

##### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Agreement between owner and Contractor: Lump-Sum.
- B. Conditions of the Contract: Progress Payments, Retainages and Final Payment.
- C. Section 01380: Construction Photographs and Video Taping.
- D. Section 01700: Contract Closeout.

##### 1.03 FORMAT AND DATA REQUIRED

- A. Submit payment requests in the form required by owner with itemized data typed on 8 ½ x 11 white paper continuation sheets.
- B. Provide itemized data on continuation sheet: format, schedules, line items and values.

##### 1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. All payment requests must be accompanied by a completed pay request checklist and must include a signed affidavit regarding previous payments received, a short progress narrative describing work performed since previous payment submittal, progress photos as per Section 01380, current project schedule and invoices for any stored materials billed. The pay request checklist form shall be as provided on page 01152-3. All items required on the checklist must be included with each pay request for the request to be considered.
- B. When the Owner or the Engineer requires additional substantiating data, the Contractor shall submit suitable information, with a cover letter.
- C. Submit one copy of all data required with a cover letter for each monthly pay request. Any additional substantiating data requested shall also be submitted as required in Part B above.

#### 1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting as specified in section 01700 - Contract Closeout.

#### 1.06 SUBMITTAL PROCEDURE

- A. Submit applications for payment to the Engineer at the times stipulated in the Agreement.
- B. Number: One original and three copies of each application package.
- C. When the Engineer finds application properly completed and correct, he will transmit certificate for payment to the owner, with copy to Contractor.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION (NOT USED)

PAY REQUEST CHECKLIST  
(CONSTRUCTION CONTRACT)

PARTIAL PAY REQUEST:

Pre-Construction Video (Date Submitted):	_____
Construction Schedule (Updated as needed)	_____
Progress Narrative	_____
Schedule of Values	_____
Affidavit Re: Previous Payments	_____
Progress Photos	_____
American Iron & Steel Certification(s)	_____
List of Stored Materials Billed	_____
Invoice for Stored Materials Billed	_____
Insurance for (off Site)	_____
Stored Materials Billed	_____

FINAL PAY REQUEST:

Application for Payment	_____
w/Final Statement of Accounts	_____
American Iron & Steel Certification(s)	_____
Punch List (checked off)	_____
O & M Manuals (Date Submitted)	_____
Record Drawings (Date Submitted)	_____
Spare Parts Lists	_____
Receipt for Material	_____
(Spare Parts) Delivered	_____
To Owner	_____
Clear L & P Certificate	_____
Warranties & Bonds	_____
Consent of Surety to Final Payment	_____
Letter from Contractor stating that	_____
he shall warranty the work for	_____
one year following date of	_____
Substantial Completion	_____
Verification of Bond to Remain in	_____
effect for one year from Final	_____
Payment	_____

END OF SECTION

## SECTION 01153

### CHANGE ORDER PROCEDURES

#### PART 1 – GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Promptly implement change order procedures.
  - 1. Provide full written data required to evaluate changes.
  - 2. Maintain detailed records of work done on a time-and-material/force account basis.
  - 3. Provide full documentation to Engineer on request.
- B. Designate in writing the member of Contractor's organization.
  - 1. Who is authorized to accept changes in the Work.
  - 2. Who is responsible for informing others in the contractors employ of the authorization of changes in the Work.
- C. Owner will designate in writing the person who is authorized to execute Change Orders.

##### 1.02 DEFINITIONS

- A. Change order: See General Conditions.

##### 1.03 PRELIMINARY PROCEDURES

- A. Owner or Engineer may initiate changes by submitting a Proposal Request to Contractor. Request will include:
  - 1. Detailed description of the Change, Products, and location of the change in the Project.
  - 2. Supplementary or revised Drawings and Specifications.
  - 3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
  - 4. A specific period of time during which the requested price will be considered valid.
  - 5. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.
- B. Contractor may initiate changes by submitting a written notice to Engineer, containing:
  - 1. Description of the proposed changes.
  - 2. Statement of the reason for making the changes.

3. Statement of the effect on the Contract Sum and the Contract Time.
4. Statement of the effect on the work of separate contractors.
5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

#### 1.04 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow Engineer to evaluate the quotation.
- B. On request, provide additional data to support time and cost computations:
  1. Labor required.
  2. Equipment required.
  3. Products required.
    - a. Recommended source of purchase and unit cost.
    - b. Quantities required.
  4. Taxes, insurance and bonds.
  5. Credit for work deleted from Contract, similarly documented.
  6. Overhead and profit.
  7. Justification for any change in Contract Time.
- C. Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information.
  1. Name of the Owner's authorized agent who ordered the work, and date of the order.
  2. Dates and times work was performed, and by whom.
  3. Time record, summary of hours worked, and hourly rates paid.
  4. Receipts and invoices for:
    - a. Equipment used, listing dates and times of use.
    - b. Products used, listing of quantities.
    - c. Subcontracts.

#### 1.05 PREPARATION OF CHANGE ORDERS

- A. Engineer will prepare each Change Order.
- B. Form: Owner's Form, to be provided to the Contractor.
- C. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- D. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

#### 1.06 LUMP SUM/FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
  - 1. Engineer's Proposal Request and contractor's responsive Proposal as mutually agreed between Owner and Contractor.
  - 2. Contractor's Proposal for a change, as recommended by Engineer.
- B. Owner and Engineer will sign and date the Change Order as authorization for the Contractor to proceed with the changes.
- C. Contractor may sign and date the Change Order to indicate agreement with the terms therein.
- D. Contractor and Subcontractors Overhead and Profit shall not exceed 15% on Direct Cost. Prime Contractor mark-up of subcontractors direct cost shall not exceed 10%. Performance and Payment Bond Shall not exceed 1% of Change Order sub-total.

#### 1.07 UNIT PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
  - 1. Engineer's definition of the scope of the required changes.
  - 2. Contractor's Proposal for a change, as recommended by Engineers.
  - 3. Survey of completed work.
- B. The amounts of the unit prices to be:
  - 1. Those stated in the Agreement.
  - 2. Those mutually agreed upon between Owner and Contractor.
- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
  - 1. Owner and Engineer will sign and date the Change Order as authorization for Contractor to proceed with the changes.
  - 2. Contractor may sign and date the Change Order to indicate agreement with the terms therein.
- D. When quantities of the items cannot be determined prior to start of the work:
  - 1. Engineer or Owner will issue a construction change authorization directing Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
  - 2. At completion of the change, Engineer will determine the cost of such work based on the unit prices and quantities used.
    - a. Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.



3. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
4. Owner and contractor will sign and date the change Order to indicate their agreement with the terms therein.
5. Unit Price Change Orders shall not be allowed Profit and Overhead.

#### 1.08 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise Schedule of Values and Application for Payment forms to record each change as a separate item of work, and to record the adjusted Contract Sum.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time.
  1. Revise subschedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

#### PART 2 – PRODUCTS

Not Used.

#### PART 3 – EXECUTION

Not Used.

END OF SECTION

## SECTION 013000

### ADMINISTRATIVE REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Field engineering.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Pre-installation meetings.
- F. Cutting and patching.

##### 1.02 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy, if appropriate.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

##### 1.03 FIELD ENGINEERING

- A. Employ Land Surveyor registered at Project location and acceptable to Architect.
- B. Locate and protect survey control and reference points. Promptly notify Architect/Engineer of discrepancies discovered.
- C. Control datum for survey is that established by Owner provided survey or as shown on Drawings.
- D. Verify set-backs and easements; confirm drawing dimensions and elevations.
- E. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.
- F. Submit copy of site drawing signed by Land Surveyor certifying elevations and locations of the Work are in conformance with Contract Documents.
- G. Maintain complete and accurate log of control and survey work as Work progresses.
- H. On completion of foundation walls and major site improvements, prepare certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.
- I. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- J. Promptly report to Architect loss or destruction of reference point or relocation required because of changes in grades or other reasons.
- K. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.

#### 1.04 PRECONSTRUCTION MEETING

- A. Architect will schedule meeting after Notice of Award.
- B. Attendance Required: Owner, Architect and Contractor.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing parties in Contract, and Architect.

6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  7. Scheduling.
  8. Scheduling activities of Geotechnical Engineer, and test piping.
- D. Record minutes and distribute copies within three days after meeting to participants, with copies to Architect, Owner and those affected by decisions made.

#### 1.05 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
  1. Review minutes of previous meetings.
  2. Review of Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems impeding planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of off-site fabrication and delivery schedules.
  7. Maintenance of progress schedule.
  8. Corrective measures to regain projected schedules.
  9. Planned progress during succeeding work period.
  10. Coordination of projected progress.
  11. Maintenance of quality and work standards.
  12. Effect of proposed changes on progress schedule and coordination.
  13. Other business relating to Work.

- E. Record minutes and distribute copies within three days after meeting to participants, with copies to Architect, Owner, and those affected by decisions made.

#### 1.06 PRE-INSTALLATION MEETINGS

- A. When required in individual specification sections, convene pre-installation meetings at Project site prior to commencing work of specific section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific section.
- C. Notify Architect minimum three days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of installation, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within three days after meeting to participants, with copies to Architect, Owner, and those affected by decisions made.

#### PART 2 PRODUCTS - Not Used

#### PART 3 EXECUTION

##### 3.01 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture resistant elements.
  - 3. Efficiency, maintenance, or safety of element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
  - 1. Fit the several parts together, to integrate with other Work.
  - 2. Uncover Work to install or correct ill-timed Work.
  - 3. Remove and replace defective and nonconforming Work.
  - 4. Remove samples of installed Work for testing.

5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
  - E. Cut masonry and concrete materials using masonry saw or core drill.
  - F. Restore Work with new products in accordance with requirements of Contract Documents.
  - G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
  - H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
  - J. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
  - K. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

END OF SECTION

SECTION 01330  
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Product data.
- D. Shop drawings.
- E. Samples.
- F. Design data.
- G. Certificates.
- H. Manufacturer's instructions.
- I. Manufacturer's field reports.
- J. Shop drawings.

1.02 SUBMITTAL PROCEDURES

- A. Transmit each submittal with AIA Form G810 or Architect accepted form. Clearly define the Specification Section number and name.
- B. After Architect review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
- C. Date all transmittal forms. Mark revised submittals with original date and date of the revised submittal.
- D. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- F. Schedule submittals to expedite Project, and deliver to Architect at its business address. Coordinate submission of related items.
- G. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.

H. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.

I. Allow space on submittals for Contractor and Architect review stamps.

J. After Architect review of submittal, revise and resubmit as required, identifying changes made since previous submittal. When revised for resubmission, identify changes made since previous submission.

K. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

### 1.03 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedules and schedule of values in duplicate within ten days after date of Owner-Contractor Agreement. After review by Architect revise and resubmit as required.

B. Submit revised schedules with each Application for Payment, reflecting changes since previous submittal.

C. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.

D. Submit computer generated horizontal bar chart with separate line for each Specifications section of Work identifying first work day of each week.

E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.

F. Indicate estimated percentage of completion for each item of Work at each submission.

G. Submit separate schedule of submittal dates for shop drawings, product data, and samples, including [Owner furnished products] [and] [products identified under Allowances], and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.

H. Indicate delivery dates for Owner furnished products.

I. Revisions to Schedules:

1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.

2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.



3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

#### 1.04 PRODUCT DATA

- A. Product Data: Submit to Architect for review for limited purpose of checking for conformance with information given and documents.
- B. Submit number of copies Contractor requires, plus two copies which Architect will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 017000 - Execution and Closeout Requirements.

#### 1.05 SHOP DRAWINGS

- A. Submit in the form of two opaque reproductions (blue lines) and electronic file in AutoCAD 2016 .DWG format to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. After review upon receipt of reviewed AutoCAD .DWG files, re-plot, reproduce and distribute in accordance with requirements in Article on Procedures, above.
- C. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
  1. Include signed and sealed calculations to support design.
  2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  3. Make revisions and provide additional information when required by authorities having jurisdiction.

#### 1.06 SAMPLES

A. Samples: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Samples for Selection as Specified in Product Sections:

1. Submit to Architect/Engineer for aesthetic, color, or finish selection.

2. Submit samples of finishes, textures, and patterns for Architect selection.

C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

D. Include identification of Project and Specification number on each sample, with full Project information.

E. Submit number of samples specified in individual specification sections.

F. Reviewed samples which may be used in the Work are indicated in individual specification sections.

G. Samples will not be used for testing purposes unless specifically stated in specification section.

H. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 017000 - Execution and Closeout Requirements.

#### 1.07 DESIGN DATA

Submit for Architect's knowledge as contract administrator or for Owner. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents 1.08 TEST REPORTS: Submit for Architect's knowledge as contract administrator or for Owner. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents

#### 1.08 CERTIFICATES

A. When specified in individual specification sections, submit certification by manufacturer, installation / application subcontractor, or Contractor to Architect, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

#### 1.09 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

#### 1.10 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for Architect's benefit as contract administrator or for Owner.
- B. Submit report in duplicate within 5 days of observation to Architect for information.
- C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.11 SHOP DRAWINGS

- A. Submit shop drawings for Architect's benefit as contract administrator or for Owner.
- B. Submit shop drawing for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

## SECTION 01380

### CONSTRUCTION PHOTOGRAPHS AND VIDEOS

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

Contractor shall employ a competent photographer to take construction record photographs and video DVDs prior to and periodically during course of the work.

##### 1.02 PHOTOGRAPHY REQUIRED

- A. Video Survey as specified herein (pre-construction).
- B. Provide six (6) photographs each month of each major portion of the work taken at each major stage of construction.
- C. Provide digital files of each photograph identified with contract number, description of view and date.

##### 1.03 COSTS OF PHOTOGRAPHY

Contractor shall pay costs for specified video and photography, and prints. Parties requiring additional photography or prints will pay photographer directly.

#### PART 2 - PRODUCTS

##### 2.01 PRINTS

- A. Color:
  - 1. Paper: 20lb Bond Paper.
  - 2. Print Size: 3 ½ in. x 5 in.
  - 3. Each picture will be date stamped.
  - 3. Prints: 1 column and 2 rows of pictures per sheet.
- B. Identify each print by caption below the picture, listing:
  - 1. Project Subject / Item.
  - 2. Location / Station.
  - 3. Direction of view.

##### 2.02 VIDEOS

- A. Specifications for Audio-Video Survey

Prior to the start of construction of the contract, the Contractor shall furnish to the Engineer the Preconstruction video DVDs that will include the construction areas and other areas as designated by the Project Engineer.

If the project is near any structures, then additional preconstruction video maybe required as directed by the Project Engineer. This will include at a minimum: pavements, sidewalks, yards, driveways, walkways and fronts facades of residences/businesses along the project site. In addition, if properties are near the site, views shall include from behind the curb, the sidewalk and grass areas, driveways and the fronts of the residences. Side and rear views of the exterior of the residence, along with the interior of all structures adjacent to project, shall also be videoed. Interior videos shall run along the corners of each room of the subject structure. Views shall also clearly show any existing damage prior to the commencement of work. The Contractor shall also supply the Engineer with signatures of any resident not allowing the internal/external survey of existing residential structures on an appropriate form.

The Pre Construction DVDs shall be reviewed by the Engineer and either approved or additional coverage will be required to fully show the physical conditions of the work areas. The Contractor shall have the additional coverage videoed and shall not begin work, including moving equipment and/or material on the project site, until the audio-video survey has been approved by the Engineer. After approval, the Contractor shall supply two copies of the audio-video survey to the Engineer. One copy of the DVDs will remain available for viewing by the Contractor and may be reviewed by him for any assistance that the DVDs may provide in resolving disputes which arise with the property owners claiming improper restoration of their properties or Parish owned features and items. The copy of the DVDs will also be used as a guide by the Engineer, prior to issuance of final payments, in determining the adequacy of restoration and the extent of damages attributable to the Contractor's work. The remaining copy of the DVD will be delivered to the Owner.

#### B. Technical Requirements

The total audio-video recording system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the project, as well as those more subjective requirements of high-quality audio and video production. The video portion of the recording shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion or any other form of picture imperfection. The audio portion of the recording shall reproduce precise and concise explanatory notes by the camera operator with proper volume, clarity and freedom from distortion.

C. Video Recorder

The recorder shall be DVD format.

D. Camera

The color video camera shall have a horizontal resolution of at least 550 lines at center and 4 megapixels.

### PART 3 - EXECUTION

#### 3.01 TECHNIQUE FOR STILL PHOTOGRAPHS

A. Factual presentation.

B. Correct exposure and focus.

1. High resolution and sharpness.
2. Maximum depth-of-field.
3. Minimum distortion.

#### 3.02 VIEWS REQUIRED FOR STILL PHOTOGRAPHS

A. Contractor shall photograph from locations to adequately illustrate conditions of construction and state of progress. Consult with Engineer at each period of photography for instructions concerning views required.

B. Prior to construction, six photographs of pertinent features shall be taken at various locations at the site as selected by the Engineer and promptly submitted to the Engineer. Additional progress photographs shall be made monthly throughout the progress of the work and of significant milestones items or areas when work has taken place at that location during the month and submitted with each of the Contractor's applications for progress payment.

#### 3.03 TECHNIQUE AND VIEWS REQUIRED FOR VIDEO TAPING

A. At the start of production, an identification summary shall be read into the record while, at the same time, a wide-angle view with numeric displays shall be provided for a visual record. This summary will include (1) DVD number, (2) job title, (3) job location, (4) positional location at job start, (5) date and time, (6) weather and (7) any other notable conditions.

B. Coverage

The recording shall include coverage of all surface features located within the construction zone-of-influence. This zone shall be defined as (1) the area within 500

feet of the work site and (2) areas directed by the Owner. The coverage shall be continuous (i.e., the camera shall not be turned off once photography has begun) to the greatest extent practically possible. If the camera must be turned off then a verbal message shall be inserted stating that the camera will be turned off and the reason for discontinuing coverage.

C. Visibility

No recording shall be done during periods of significant precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording. Zooming and panning shall be slow and deliberate.

D. Experience

The operator in charge must have had previous experience video documenting a minimum of fifty miles of pre-construction work. Any apprentice operators must be continuously supervised by an above-described experienced operator.

3.04 DELIVERY OF PHOTOGRAPHS AND PRINTS

- A. Preconstruction photographs shall be delivered to the Engineer prior to the mobilization of any equipment or materials or the beginning of construction.
- B. Digital photographs shall be of at least 4 megapixels and shall be clear, sharp and encompass depth of field. The photographs shall be submitted as a color printed composite PDF, digital PDF file and original digital camera files on a CD/DVD ROM. Two (2) printed colored PDFs on bond paper and (2) CD/DVD ROMS labeled with the Project Title and date shall be furnished with each set of photographs. In addition, any and all digital photographs taken during construction by the contractor shall be retained and a copy of all digital files shall be delivered on CD/DVD ROM to the Owner's Project Engineer at the completion of the project or as directed by the Owners Project Engineer or Representative.
- C. Deliver progress prints to Engineer to accompany each Application for Payment.

3.05 DELIVERY OF DVDs

A. Recording Schedule

The recording shall be performed prior to the placement of any construction materials or equipment on the proposed construction site, but not more than seven weeks prior to the placement of materials or equipment.

B. DVD Indexing

All DVDs and their storage cases shall be properly identified by DVD index number, project title and general project location. Displayed on the storage case of each DVD shall be a log of that DVD's contents. That log shall describe (1) the various segments contained on that DVD, (2) coverage start, direction and endpoints, with corresponding DVD player counter numbers. A cumulative index correlating the various segments of coverage to their corresponding DVDs shall be typed and supplied to the Owner.

C. After approval of videos, deliver two record copies to Engineer.

D. Unacceptable Documentation

The Owner shall have the authority to reject all or any portion of the DVD documentation not conforming to the specifications. Those rejected portions shall be re-taped at no additional cost to the Owner.

E. Specification Deviations

Any deviation from these specifications must have the written approval of the Owner/Engineer.

END OF SECTION



## SECTION 01410

### TESTING LABORATORY SERVICES

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

Owner will employ and pay for the services of an independent testing laboratory to perform specified testing upon recommendation of the Engineer.

- 1) The Contractor shall cooperate with the laboratory to facilitate the execution of its required services.
- 2) Employment of the laboratory shall in no way relieve the Contractor's obligations to perform the work of the contract.

##### 1.02 RELATED REQUIREMENTS

- A. Conditions of the contract: Inspections and testing required by laws, ordinances, rules, regulations, orders or approvals of public authorities.
- B. Respective sections of Specifications: Certification of products.

##### 1.03 LABORATORY DUTIES

- A. Cooperate with the Engineer and Contractor to provide certified personnel after due notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
  - 1) Comply with specified standards.
  - 2) Ascertain compliance of materials with requirements of Contract Documents.
- C. Promptly notify the Engineer and Contractor of observed irregularities or deficiencies of work or products.
- D. Promptly submit two (2) copies of written report of each test and inspection to the Engineer, four (4) copies to the owner and two (2) copies to the Contractor. Each report shall include:
  - 1) Date issued.
  - 2) Project title and number.

- 3) Testing laboratory name, address and telephone number.
- 4) Name and signature of laboratory inspector.
- 5) Date and time of sampling or inspection.
- 6) Record of temperature and weather conditions.
- 7) Date of test.
- 6) Identification of product and specification section.
- 9) Location of sample or test in the project.
- 10) Type of inspection or test.
- 11) Results of test and compliance with Contract Documents.
- 12) Interpretation of test results, when requested by the Engineer.

E. Perform additional tests as required by the Engineer or Owner.

#### 1.04 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- 1) Release, revoke, alter or enlarge on requirements of Contract Documents.
- 2) Approve or accept any portion of the work.
- 3) Perform any duties of the Contractor.

#### 1.05 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to work, and to manufacturer's operations.
- B. Secure and deliver to the laboratory, when requested by the Engineer, adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete and other materials mixes which require control by the testing laboratory.
- D. Furnish copies of products test reports as required.
- E. Furnish incidental labor and facilities:
  - 1) To provide access to work to be tested.
  - 2) To obtain and handle samples at the project site or at the source of the product to be tested.

- 3) To facilitate inspections and tests.
- 4) For storage and curing of test samples.
- F. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests. When tests or inspections cannot be performed after such notice, reimburse the Owner for laboratory personnel time and travel expenses incurred due to Contractor's negligence.
- G. Make arrangements with the laboratory and pay for additional samples and tests required for Contractors convenience.
- H. Contractor to pay for all retesting as a result of test failure.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01510

### TEMPORARY UTILITIES

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

It shall be the Contractor's responsibility to provide plant and equipment that is adequate for the performance of the work under this contract within the time specified. All plant and equipment shall be kept in satisfactory operating condition, shall be capable of safely and efficiently performing the required work, and shall be subject to inspection and approval by the Owner's representative at any time within the duration of the Contract. All work hereunder shall conform to the applicable requirements of the OSHA Standards for Construction. In addition, all work shall conform with requirements of the National Electric Code and other requirements specified in the Electrical Specifications.

##### 1.02 RELATED REQUIREMENTS

Section 01010: Summary of Work

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

##### 3.01 POWER AND LIGHTING

- A. Power. The Contractor shall provide, at his own expense, all necessary power required for the operations under the Contract, and shall provide and maintain all temporary power lines required to perform the work in a safe and satisfactory manner.
- B. Construction Lighting. All work conducted at night or under conditions of deficient daylight shall be suitably lighted to insure proper work and to afford adequate facilities for inspection and safe working conditions.
- C. Approval of Electrical Connections. All temporary connections for electricity shall be subject to approval of Parks and Parkways and the power company representative, and shall be removed in like manner at the Contractor's expense prior to final acceptance of the work.
- D. Separation of Circuits. Unless otherwise permitted by the Engineer, lighting circuits shall be separate from power circuits.
- E Construction Wiring. All wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. All electrical shall

conform to the facilities requirements of Subpart K of the OSHA Safety and Health Standards for Construction and Orleans Parish Codes.

### 3.02 WATER SUPPLY

- A. General. The Contractor shall provide, at his own expense, an adequate supply of water for construction purposes. The Contractor shall pay the water utility for water used at the job site.
- B. The Contractor shall provide and operate all pumping facilities, pipelines, valves, hydrants, storage tanks, and all other equipment necessary for the adequate development and operation of the temporary water Supply system. The Contractor shall be solely responsible for the adequate functioning of its water supply system and shall be solely liable for any claims arising from the use of same, including discharge or waste of water therefrom.
- C. Potable Water. All drinking water on the site during construction shall be furnished by the Contractor.
- D. Water Connections. The contractor shall not make connection to, or draw water from, any fire hydrant or Pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the affected water system. For each connection made, the Contractor shall first attach to the fire hydrant or pipeline a valve and a meter, if required by the said authority, of a size and type acceptable to said authority and agency. Only approved hydrant wrenches may be used to open and close hydrants. In instances where connections are made to water pipelines for the purpose of pressure testing newly constructed force mains or sewers, a double check valve system and pressure gage shall be utilized to prevent back flow into the water main system. In addition, all such testing should be performed in the presence of Parks and Parkways personnel.
- E. Removal of Water Connections. Before final acceptance of the Work on the project, all temporary connections and piping installed by the Contractor shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the Engineer and to the agency owning the affected utility.
- F. Fire Protection. The construction plant and all other parts of the work shall be connected with the Contractor's water supply system and shall be adequately protected against damage by fire. Hose connections and hose, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires in the temporary structures and other portions of the work, and responsible persons shall be designated and instructed in the operation of such fire apparatus so as to prevent or minimize the hazard of fire. The Contractor's fire protection program shall conform to the requirements of Subpart F of the OSHA Standards for Construction.

### 3.03 SANITATION

- A. Toilet Facilities. Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Subpart D, Section 1026.51 of the OSHA Standards for Construction..
- B. Sanitary and Other Organic Wastes. The Contractor shall establish regular collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic materials wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Engineer and in accordance with all laws and regulations pertaining thereto. Disposal of all such wastes shall be at the Contractor's expense.

### 3.04 SAFETY

- A. General. Appropriate first aid facilities and supplies shall be kept and maintained by the Contractor at the site of the work. In addition, all employees of the Contractor and his subcontractors shall be provided with, and required to use, personal protective and life saving equipment as set forth in Subpart E of the OSHA Safety and Health Standards for Construction (29 CFR 1926).
- B. Public Safety. During the performance of the work the Contractor shall erect and maintain temporary fences, bridges, railings, and barriers and shall take all other necessary precautions and place proper guards for the prevention of accidents and he shall erect and maintain suitable and sufficient lights and other signals.

END OF SECTION

## SECTION 01530

### PROTECTION OF EXISTING FACILITIES AND PROPERTY

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

The Contractor shall protect all existing utilities, structures, and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements specified herein, and in accordance with the requirements of the Contract Documents.

##### 1.02 CARE AND PROTECTION OF PROPERTY

- A. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the Engineer.
- B. Along the location of this Work all fences, walks, brushes, trees, shrubbery, and other physical features shall be protected and restored in a thoroughly workmanlike manner. Fences and other features removed by the Contractor shall be replaced in the location indicated by the Engineer as soon as conditions permit. All grass areas beyond the limits of construction which have been damaged by the Contractor shall be regraded and sodded.
- C. Trees close to the Work shall be boxed or otherwise protected against injury. The Contractor shall trim all branches that are liable to damage because of his operations, but in no case shall any tree be cut or removed without prior notification of the Engineer. All injuries to bark, trunk, limbs, and roots of trees shall be repaired by dressing, cutting, and painting according to approved methods, using only approved tools and materials.
- D. The protection, removal, and replacement of existing physical features along the line of work shall be a part of the work under the Contract, and all costs in connection therewith shall be included in the unit and/or lump sum prices established under the items in the Proposal.

### 1.03 OPEN EXCAVATIONS

All open excavations shall be adequately safeguarded by providing temporary barricades, cautions signs, lights, and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen.

### 1.04 UTILITY EXPLORATION

- A. Test pits for the purpose of locating underground pipelines or structures in advance of the construction shall be excavated and backfilled by the Contractor prior to commencement of construction. Test pits shall be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the Engineer.
- B. The Contractor shall determine the exact locations and depths of all utilities indicated on the drawings. In addition to those indicated, the Contractor shall make exploratory excavations of all utilities. All such exploratory excavations shall be performed as soon as practicable after award of contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's work. When such exploratory excavations show the utility location as indicated on the drawings to be in error, the Contractor shall so notify the Engineer. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment of the utility.
- C. The locations of underground and other nonvisible utilities shown have been determined from data either furnished by the agencies controlling such data and/or extracted from records made available by agencies controlling such records. Where found, the surface features of locations are shown. The actual nonvisible locations may vary from those shown. Each agency should be contacted relative to the precise location of its underground installation prior to any reliance upon the accuracy of such location shown. Prior to excavating, the Contractor shall call Louisiana One Call (1-800-272-3020) to mark the construction area.

### 1.05 RIGHTS-OF-WAY

- A. The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the Contractor enter upon the rights-of-way involved until the Contractor has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of his intention, and shall give said party convenient access to every facility for removing, shoring, supporting,



or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same. When 2 or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the Owner shall decide which Contractor shall progress at the same time, and in what manner. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the Owner to the Contractor so desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the work in Article 15, of the General Conditions of the Contract.

- B. The Contractor shall be aware that his work will be performed adjacent to private property. The Contractor shall notify all property owners adjacent to and along the route once at the award of the contract and once at least 48 hours in advance of construction by means of either a printed circular or form letter of the general details of the construction. The letter shall also include names and telephone numbers for key project personnel so that property owners can report problems. These contact telephone numbers shall be given so that appropriate personnel can be contacted 24 hours a day, seven days a week.
- C. The Contractor shall not enter or occupy private land outside of easements, except by permission of the Owner.

#### 1.06 PROTECTION OF STREET OR ROADWAY MARKERS AND TRAFFIC SIGNS

The Contractor shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. It shall be the Contractor's responsibility to notify the proper representatives of the Owner of the time and location that work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration. All survey markers or points disturbed, without proper authorization by the Engineer, will be accurately restored at the Contractors expense. All traffic signs shall be restored to the original condition and location at the Contractors expense.

#### 1.07 NOTIFICATION BY THE CONTRACTOR

Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipeline; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the Contractor shall notify the respective authorities representing the owners or

agencies responsible for such facilities five (5) working days prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire. The Contractor shall request that each utility Owner mark (or stakeout) in the field the location of existing facilities.

#### 1.08 CONFLICTS WITH OTHER UTILITIES

- A. At various locations along the project, the proposed pipeline may closely parallel or cross existing gas lines, buried telephone cables or ducts or other utilities.
- B. It shall be the Contractors responsibility to give the appropriate utility company sufficient advance notice so that their representatives may verify the utility location on the job site when trenching operations begin. The Contractor shall coordinate and cooperate with these utilities to insure that no damages occur which would cause interruption of their services.
- C. All temporary support, or minor adjustment which does not require replacement or direct by-pass connections to these existing services (such as all direct-buried telephone cables or two-inch and smaller gas lines) will be the responsibility of the Contractor.
- D. The Owner will not be responsible for any delay or inconvenience to the Contractor resulting from the existence, removal or adjustment of any utility. Additional costs incurred as a result therefore shall be the expense of the Contractor, and considered as included in the contract bid.
- E. Maintenance of Drainage. Contractor shall be responsible for maintenance of existing drainage patterns by temporary ditches, culverts, etc. All existing drainage facilities shall be returned to original condition prior to completion of contract.

#### 1.09 RELATED WORK

- A. Section 02901 Tree Protection (if required)

#### PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

##### 3.01 EXISTING UTILITIES AND IMPROVEMENTS

- A. General:

The Contractor shall protect all utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements indicated on the drawings that will be encountered in his construction operations and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the Engineer.

B. Owner's Right of Access:

The right is reserved to the Owner and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work of this Contract.

C. Known Utilities:

Existing utility lines that are shown on the drawings or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired by the Contractor at his expense.

D. Unknown Utilities:

The Contractor is required to use care in preparing excavations and shall conduct Utility Explorations including utility excavations and field investigations to assess the layout of subsurface facilities at each excavation site prior to the commencement of work. The Contractor shall uncover subsurface obstructions in advance of construction so that existing subsurface facilities may be identified before the work reaches the obstruction. The Contractor shall proceed at all times with caution while excavating.

E. Should the Contractor encounter subsurface and/or latent conditions at the site substantially different from those shown on the Drawings or indicated in the Specifications, he shall immediately give notification to the Engineer of such conditions. The Engineer shall thereon promptly investigate the conditions and if he finds that they are substantially different from those shown on the Plans or Specifications, he shall make such changes in the Plans and/or Specifications as he may find necessary. Any increase or decrease in the cost resulting from these changes when appropriate shall be adjusted under the applicable provisions of the contract documents.

F. Utilities to be Removed:

When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the Utility Owner and the Engineer a sufficient time in advance for the necessary measures to be taken to prevent interruption of the service.

G. Approval of Repairs:

All repairs to a damaged improvement shall be inspected and approved by an authorized representative of the improvement owner before being concealed by backfill or other work.

H. Relocation of Utilities:

Where the proper completion of the work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is shown on the drawings, the Contractor shall at his own expense and with prior approval from the Owner of the utility, remove and, without, unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal. In the event that the Utility Owner prefers its personnel to perform the above described work, the Contractor shall fully reimburse said utility Owner for any costs associated with such work.

I. Maintaining in Service:

All oil and gasoline pipelines, power, and telephone or other communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the work shall be maintained continuously in service during all the operations under the Contract, unless other arrangements are made satisfactory to the Owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole or wire or cable. The Contractor shall be responsible for and shall make good all damage due to its operations, and the provisions of this Section shall not be abated even in- the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

### 3.02 SUBSURFACE OBSTRUCTIONS

- A. The Contractor shall, field determine before pipeline trench and associated excavations are begun the depth and location of existing

utilities. Utility locations indicated on the plans were obtained from the records available, but have not been field verified, nor have depths been measured or observed. The Contractor shall submit descriptions, depths and locations of subsurface obstructions to the Engineer for review at the time it is determined that obstructions exist before or after excavation.

- B. In excavation, backfilling, and in laying pipe, care shall be taken not to remove, disturb, or injure existing pipes, conduits or structures. If necessary, the Contractor at his own expense, shall sling, shore up, and maintain such structures in operation.
- C. The Contractor shall obtain the permission of and give sufficient notice to the proper authorities of their intention to remove or disturb any pipe, conduit, etc., and shall abide by their regulations governing such work.
- D. In the event that subsurface structures are broken or damaged in the prosecution of the Work, the Contractor shall immediately notify the proper authorities and the Engineer, and at the option of said authority, either repair the damage at once at his own expense, or pay the proper charges for repairing said damage. Repairs shall be made to the satisfaction of the Owner. The Contractor shall be responsible for any damage to, persons or property caused by such breaks, or due to his own neglect in reporting and/or repairing such damages.

### 3.03 TREES AND SHRUBS WITHIN RIGHTS-OF-WAY AND PROJECT LIMITS

#### A. General:

The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and within or outside the project limits, and shall not trim, remove or relocate any trees unless such trees have been approved for trimming, removal or relocation by the Engineer and the jurisdictional agency or Owner. All existing trees and shrubs which are damaged during construction shall be trimmed, replaced, or relocated by a certified tree company under permit from the jurisdictional Agency or Owner. Tree trimming, replacement, and relocation shall be accomplished in accordance with the following paragraphs. The cost of such work shall be considered incidental to the construction of the facilities proposed and no direct payment will be made.

#### B. Preserve:

Contractor shall take extra measures to protect trees designated to be preserved, such as erecting barricades, trimming to prevent damage from construction equipment, and installing pipe and other Work by means of hand

excavation or tunneling methods. Such trees shall not be endangered by stockpiling excavated material or storing equipment against trunk.

C. Trimming:

Symmetry of the tree and shrubs shall be preserved; no stubs or splices or torn branches left; clean cuts shall be made close to trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over 1-1/2 inches in diameter shall be coated with an asphaltic emulsion material. See Section 02901 for tree protection if required.

END OF SECTION

## SECTION 01560

### TEMPORARY ENVIRONMENTAL CONTROLS

#### PART 1 - GENERAL

##### 1.01 EXPLOSIVES AND BLASTING

The use of explosives on the work will not be permitted.

##### 1.02 DUST ABATEMENT

The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Engineer.

##### 1.03 RUBBISH CONTROL

During the progress of the work, the Contractor shall keep the site of the work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the work site, and shall establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Equipment and material storage shall be confined to areas approved by the Engineer. Disposal of all rubbish and surplus materials shall be off the site of construction, at the Contractor's expense, all in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Subpart H, Section 1926.252 of the OSHA Safety and Health Standards for Construction.

##### 1.04 CHEMICALS

All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

## 1.05 TEMPORARY DRAINAGE PROVISIONS

- A. Contractor shall provide for the drainage of stormwater and such water as may be applied or discharged on the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property.
- B. Existing drainage channels and conduits shall be cleaned, enlarged or supplemented as necessary to carry all increased runoff attributable to Contractor's operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect owner's facilities and the work, and to direct water to prevent downstream flooding. The Contractor must obtain permission from the Owner before beginning any of the above mentioned work.

## 1.06 EROSION CONTROL

- A. Contractor shall prevent erosion of soil on the site and adjacent property resulting from his construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection.
- B. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

## 1.07 POLLUTION CONTROL

Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris or other substance will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

## 1.08 NOISE ABATEMENT

It shall be the responsibility of the Contractor to be in compliance with Orleans Parish Municipal Code for noise. Contractor shall provide for noise abatement for all equipment and procedures that might be required for execution of the project. Noise levels are not to exceed 75 (dB(A)).

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION



## SECTION 01600

### MATERIAL AND EQUIPMENT

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

###### A. Material and equipment incorporated into the work:

- 1) Conform to applicable specifications and standards.
- 2) Comply with size, make, type and quality specified, or as specifically approved, in writing, by the Engineer.
- 3) Manufactured and Fabricated Products:
  - (a) Design, fabricate and assemble in accord with the best engineering and shop practices.
  - (b) Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
  - (c) Two or more items of the same kind shall be identical, by the same manufacturer.
  - (d) Products shall be suitable for service conditions.
- 4) Do not use material or equipment for any purpose other than that for which it is designed or is specified.

##### 1.02 RELATED REQUIREMENTS

- A. Conditions of the Contract
- B. Section 01010: Summary of Work

##### 1.03 REUSE OF EXISTING MATERIAL

Except as specifically indicated or specified, materials and equipment removed from the existing structure shall not be used in the completed work.

##### 1.04 MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such

instructions to parties involved in the installation, including two copies to the Engineer.

- 1) Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
- 1) Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
  - 2) Do not proceed with work without clear instructions.
- C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

#### 1.05 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accord with construction schedules; coordinate to avoid conflict with work and conditions at the site.
- 1) Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
  - 2) Immediately upon delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

#### 1.06 STORAGE AND PROTECTION

- A. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
- 1) Store products subject to damage by the elements in weather tight enclosure.
  - 2) Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- B. Exterior Storage

- 1) Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
  - 2) Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter and entrance to drainage systems.
- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- D. Protection after Installation
- 1) Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

## 1.07 SUBSTITUTIONS AND PRODUCT OPTIONS

### A. Products List

- 1) Within 30 days after contract date, submit to the Engineer a complete list of major products proposed to be used, with the name of the manufacturer, supplier, and the installing subcontractor.

### B. Contractor's Options

- 1) For products specified only by reference standard, select any product meeting that standard.
- 2) For products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which complies with the specifications.
- 3) For products specified by naming one or more products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any product or manufacturer not specifically named.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01620

### STORAGE AND PROTECTION

#### PART 1 – GENERAL

##### 1.01 SCOPE OF WORK

Provide secure storage and protection for products to be incorporated before and after installation and until completion of the Work.

##### 1.02 STORAGE

- A. Store products immediately on delivery, and protect until installed in the Work.
  - 1. Store in accordance with manufacturer's instruction, with seals and labels intact and legible.
- B. Store Products subject to damage by elements in substantial weather tight enclosures.
  - 1. Maintain temperatures within ranges required by manufacturer's instructions.
  - 2. Provide humidity control for sensitive products, as required by manufacturer's instruction.
  - 3. Store unpacked products on shelves, in bins or in neat piles, accessible for inspection.
- C. Exterior Storage
  - 1. Provide substantial platforms, blocking or skids to support fabricated products above ground, prevent soiling or staining.
    - a. Cover products, subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
  - 2. Store loose granular materials on solid surfaces such as paved areas, or provide plywood or sheet materials to prevent mixing with foreign matter.
    - a. Provide surface drainage to prevent flow or ponding of rainwater.
    - b. Prevent mixing of refuse or chemically injurious materials or liquids.
- D. Arrange storage in a manner to provide easy access for inspection.

END SECTION

## SECTION 01700

### CONTRACT CLOSEOUT

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

Comply with requirements stated in Conditions of the Contract and in specifications for administrative procedures in closing out the work.

##### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Conditions of the Contract. Fiscal provisions, legal submittals and additional administrative requirements.
- B. Section 01740: Warranties and Bonds.

##### 1.03 SUBSTANTIAL COMPLETION

- A. When the Contractor considers the work is substantially complete, he shall submit to the Engineer:
  - 1) A written notice that the work, or designated portion thereof, is substantially complete.
  - 2) A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.
- C. Should the Engineer determine that the work is not substantially complete:
  - 1) The Engineer will promptly notify the Contractor, in writing, giving the reasons therefore.
  - 2) The Contractor shall remedy the deficiencies in the work, and send a second written notice of substantial completion to the Engineer.
  - 3) The Engineer will re-inspect the work.
- D. When the Engineer finds that the work is substantially complete, he will:
  - 1) Prepare and deliver to the Owner a tentative Certificate of Substantial Completion on the appropriate parish form with - a tentative list of items to be completed or corrected before final payment.

- 2) After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the work substantially complete, he will execute and deliver to the Owner and the contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

#### 1.04 FINAL INSPECTION

A. When Contractor considers the work is complete, he shall submit written certification that:

- 1) Contract Documents have been reviewed.
- 2) Work has been inspected for compliance with Contract Documents.
- 3) Work has been completed in accordance with Contract Documents.
- 4) Equipment and systems have been tested in the presence of the Owner's representative and are operational.
- 5) Work is completed and ready for final inspection.

B. Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

C. Should Engineer consider that the work is incomplete or defective:

- 1) Engineer will promptly notify the contractor, in writing, listing the incomplete or defective work.
- 2) Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to Engineer that the work is complete.
- 3) Engineer will re-inspect the work.

D. When the Engineer finds that the work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

#### 1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Engineer.

B. Statement shall reflect all adjustments to the Contract Sum:

- 1) The original Contract Sum.
  - 2) Additions and deductions resulting from:
    - (a) Previous Change Orders
    - (b) Unit Prices
    - (c) Penalties and Bonuses
    - (d) Deductions for liquidated damages
    - (e) Deductions for re-inspection payments
    - (f) Other adjustments
  - 3) Total Contract Sum, as adjusted.
  - 4) Previous payments.
  - 5) Sum remaining due.
- C Engineer will prepare a final Change order, reflecting approved adjustments to the contract sum which are not previously made by change orders.

#### 1.07 FINAL APPLICATION FOR PAYMENT

Contractor shall submit the final application for payment in accordance with procedures and requirements stated in the Conditions of the Contract.

#### 1.08 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Project Record Documents.
- B. Warranties and Bonds.
- C. Evidence of Payment and Release of Liens: To requirements of General and Supplementary conditions.
- D. Certificates of Insurance for Products and Completed operations.
- E. As-Built Drawings.
- F. Maintenance Manuals.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01740

### WARRANTIES AND BONDS

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds.
- B. Compile specified service and maintenance contracts.
- C. Co-execute submittals when so specified.
- D. Review submittals to verify compliance with Contract Documents.
- E. Submit to Engineer for review and transmittal to owner.

##### 1.02 RELATED REQUIREMENTS

- A. Instructions to Bidders: Bid or Proposal Bonds.
- B. Conditions of the Contract: Performance Bond and Labor and Material Payment Bond.
- C. Conditions of the Contract: General Warranty of Construction.
- D. Section 01700: Contract Closeout.

##### 1.03 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Number of original signed copies required: Two (2) each.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
  - 1. Product or work item.
  - 2. Firm, with name of principal, address and telephone number.
  - 3. Scope.
  - 4. Date of beginning of warranty, bond or service and maintenance contract.
  - 5. Duration of warranty, bond, or service maintenance contract.
  - 6. Provide information for Owner's personnel:
    - a. Proper procedure in case of failure.



b. Instances which might affect the validity of warranty or bond.

7. Contractor, name of responsible principal, address and telephone number.

#### 1.04 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8 ½" x 11", punch sheets for standard 3-ring binder. Fold larger sheets to fit into binders.
2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
  - a. Title of project.
  - b. Name of Contractor.

C. Binders: Commercial quality, 3-ring, with durable and cleanable plastic covers.

#### 1.05 TIME OF SUBMITTALS

A. Make submittals within ten days after Date of Substantial Completion, prior to final request for payment.

B. For items of work, where acceptance is delayed materially beyond Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

#### 1.06 SUBMITTALS REQUIRED

Submit warranties, bonds, service and maintenance contracts as specified in respective sections of specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 02100

### SITE PREPARATION

#### PART 1 GENERAL:

##### 1.01 SCOPE OF WORK

- A. This section covers clearing, grubbing, and stripping along the construction sites.
- B. The Contractor shall clear and grub all of the area within the limits of construction or as required, which includes, but is not limited to, utility easements (servitudes) The width of the area to be cleared shall be reviewed by the Engineer prior to the beginning of any clearing.
- C. The Contractor's attention is directed to any Soil Erosion and Sediment Control Ordinances in force in the Parish. The contractor shall comply with all applicable sections of these ordinances.

##### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02221: Earth Excavation and Backfill in Trenches

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

##### 3.01 CLEARING

The surface of the ground, for the area to be cleared and grubbed, shall be completely cleared of all timber, brush, stumps, roots, grass, weeds, rubbish, and all other objectionable obstructions resting on or protruding through the surface of the ground. However, those trees which are designated by the Engineer shall be preserved as hereinafter specified. Clearing operations shall be conducted so as to prevent damage to existing structures and installations, and to those under construction, so as to provide for the safety of employees and others.

##### 3.02 GRUBBING

Grubbing shall consist of the complete removal of all stumps, roots larger than 1-1/2 inches in diameter, matted roots, brush, timber, logs, and any other organic or metallic debris not suitable for foundation purposes, resting on, under or protruding through the surface of the ground to a depth of 18 inches below the subgrade. All depressions excavated below the original ground surface for or by the removal of such objects, shall be refilled with suitable materials and compacted to a density conforming to the surrounding ground surface.

### 3.03 STRIPPING

In areas so designated, topsoil shall be stockpiled. Topsoil so stockpiled shall be protected until it is placed as specified. Any topsoil remaining after all work is in place shall be disposed of by the Contractor.

### 3.04 DISPOSAL OF CLEARED AND GRUBBED MATERIAL

The Contractor shall dispose of all material and debris from the clearing and grubbing operation by hauling such material and debris off site. The cost of disposal (including hauling) of cleared and grubbed material and debris shall be considered a subsidiary obligation of the Contractor; the cost of which shall be included in the contract prices for the various classes of work.

### 3.05 PRESERVATION OF TREES

Those trees which are designated for preservation by the Engineer shall be carefully protected from damage. The Contractor shall erect such barricades, guards, and enclosures as may be considered necessary for the protection of the trees during all construction operations.

### 3.06 PRESERVATION OF DEVELOPED PRIVATE PROPERTY

- A. The Contractor shall exercise extreme care to avoid unnecessary disturbance of developed private property along the route of the construction. Trees, shrubbery, gardens, lawns, and other landscaping, which in the opinion of the Engineer must be removed, shall be replaced and replanted to restore the construction easement to the condition existing prior to construction.
- B. Improvements to the land, such as fences, walls, outbuildings, and other structures which of necessity must be removed, shall be replaced with equal quality materials and workmanship.
- C. The Contractor shall clean up the construction site across developed private property directly after construction is completed, upon approval of the Engineer.

END OF SECTION

## SECTION 02140

### DEWATERING

#### PART 1 - GENERAL

##### 1.01 SCOPE

This section shall include supplying materials, equipment, services, and labor necessary to prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area. The Contractor shall dewater and dispose of the water so as not to cause injury to public or private property, or to cause a nuisance or a menace to the public. It shall be the sole responsibility of the Contractor to have adequate equipment and personnel at the site at all times to comply with these requirements.

##### 1-02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02220: Excavation, Backfill, Fill and Grading
- B. Section 02221: Earth Excavation and Backfill in Trenches

##### 1.03 SUBMITTALS

Prior to beginning dewatering operations, and as a part of the excavation plan, the Contractor shall submit, in writing to the Engineer, his proposed plan to comply with the requirements of this section. Submittal shall contain proposed equipment, methods of conveyance, and discharge point for water removed from excavations.

#### PART 2: PRODUCTS (NOT USED)

#### PART 3: EXECUTION

##### 3.01 INSTALLATION

- A. The Contractor shall install all equipment necessary for dewatering. He shall have on hand, at all times, sufficient pumping equipment and machinery in good working condition and shall have available, at all times, competent workmen for the operation of the pumping equipment. Adequate standby equipment shall be kept available at all times to insure efficient dewatering and maintenance of dewatering operation during power failures.

##### 3.02 PERFORMANCE

The control of groundwater shall be such that softening of the bottom of excavations or formation of unstable conditions during excavation shall be prevented. Dewatering systems shall be designed and operated to prevent erosion of the natural soils. Care shall be taken to prevent disturbance, due to the method of dewatering, of pipe bedding already in place in the trench. The Contractor is fully responsible for maintaining the integrity of previously placed pipe and bedding during dewatering and the release of groundwater.

During excavation, construction of structures, installation of pipelines, placement of the structure and trench backfill, and the placing and setting of concrete, excavations shall be kept free of water. The Contractor shall control surface runoff to prevent entry or collection of water in excavations. The static water level shall be controlled in the vicinity of the excavation to maintain the undisturbed state of the foundation soils and allow the placement of any fill or backfill to the required density. The dewatering system shall be installed and operated so that the groundwater level outside the excavation is not altered to an extent that would damage or endanger adjacent structures or property.

### 3.03 RELEASE OF GROUNDWATER

The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted backfill and prevent flotation or movement of structures, pipelines, and sewers.

END OF SECTION

## SECTION 03100

### CONCRETE FORMWORK

#### PART I - GENERAL

##### 1.01 WORK INCLUDED

- A. Wood formwork for cast-in-place concrete, complete with shoring, bracing, and anchorage.
- B. Coordinate installation of items supplied by other sections of work.

##### 1.02 RELATED WORK

- A. Section 05500: Miscellaneous Metal

##### 1.03 QUALITY ASSURANCE

Construct and erect concrete formwork in accordance with ACI 347 and applicable construction safety regulations for place of work.

##### 1.04 REFERENCES

- A. ACI 318 - Building Code Requirements for Reinforced Concrete.
- B. ACI 347 - Recommended Practice for Concrete Formwork.

#### PART 2 - PRODUCTS

##### 2.01 WOOD FORM MATERIALS

- A. Plywood: Douglas Fir species; solid one side sheathing grade; sound undamaged sheets with clean true edges.
- B. Lumber: Southern Pine species; No. 7 grade; with grade stamp clearly visible.
- C. Nails, spikes, lag bolts, through bolts, anchorages: Sized as required; of sufficient strength and character to maintain formwork in place while pouring concrete.

##### 2.02 PREFABRICATED FORMS

- A. Steel type: Minimum 4 gage well matched, tight fitting, and adequately stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished concrete surfaces.

- B. Pan type: Removable of sizes and profiles required.

## 2.03 FORMWORK ACCESSORIES

- A. Form ties: Snap-off metal type of fixed length; minimum working strength of 3000 psi when assembled; free of defects that will leave holes larger than one inch in concrete surface.
- B. Form release agent: Colorless mineral oil which will not stain concrete or impair natural bonding or color characteristics of coating intended for use on concrete.
- C. Fillets of chamfered corners: Rigid foam plastic or wooden type; ¾" x ¾" size; maximum possible lengths.

## 2.04 ACCEPTABLE MANUFACTURERS

- A. Acceptable manufacturers shall be an approved product listed in LADOTD QPL 29.

# PART 3 - EXECUTION

## 3.01 FORMWORK ERECTION

- A. Verify lines, levels, and centers before proceeding with formwork. Verify that dimensions agree with drawings.
- B. Construct formwork, shoring and bracing to meet design and code requirements, so that resultant finished concrete conforms to required shapes, lines, and dimensions.
- C. Arrange and assemble formwork to permit dismantling and stripping, so that concrete is not damaged during its removal.
- D. Align joints and make watertight, to prevent leakage of mortar disfigured appearance of concrete. Keep form joints to minimum.
- E. Obtain Engineer's review for use of earth forms. When using earth forms, hand-trim sides and bottoms, and remove loose dirt prior to placing concrete.
- F. Arrange forms to allow stripping without removal of principal shores, where and when these are required to remain in place.
- G. Obtain Engineer's review before framing openings in structural members, which is not indicated on drawings.

- H. Provide bracing to ensure stability of formwork. Prop or strengthen previously constructed formwork liable to be overstressed by construction loads.
- I. Provide chamfer strips on external corners of beams.
- J. Construct formwork to maintain following maximum tolerances.
  - 1. Deviation from horizontal and vertical lines.
    - a. 1/4 inch in 10 feet.
    - b. 3/8 inch in 20 feet.
    - c. 3/4 inch in 40 feet.
- K. Apply form release agent on formwork in accordance with manufacturer's recommendations. Apply prior to placing reinforcing steel, anchoring devices, and embedded items.
- L. Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings which are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces wet prior to placing concrete.

### 3.02 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Provide formed openings where required for pipes, conduits, sleeves, and other work embedded in and passing through concrete members.
- B. Locate and set in place items which will be cast directly into concrete.
- C. Coordinate work of other sections and cooperate with trade involved in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts. Do not perform work unless specifically indicated on drawings or reviewed prior to installation.
- D. Install concrete accessories in accordance with manufacturer's recommendations; straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- E. Place formed construction joints in pattern pouring sequence. Set top screed to required elevations. Secure to resist movement of wet concrete.
- F. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain. Close temporary ports or openings with tight fitting panels, flush with inside face of forms, neatly fitted so that joints will not be apparent in exposed concrete surfaces.



### 3.03 FIELD QUALITY CONTROL

- A. Inspect and check completed formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and parts are secure.
- B. Inform Engineer when formwork is complete and has been cleaned, to allow for inspection. Obtain review prior to placing concrete.
- C. Allow Engineer to inspect each section of used formwork prior to reuse.

### 3.04 CLEANING

Clean forms as erection proceeds, to remove foreign matter. Remove cuttings, shavings, and debris from within forms. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

### 3.05 FORM REMOVAL

- A. Notify Engineer prior to removing formwork.
- B. Do not remove forms, shores, and bracing until concrete has gained sufficient strength to carry its own weight, construction and design loads which are liable to be imposed upon it. Verify strength of concrete by compressive test results.
- C. Remove formwork progressively and in accordance with code requirements and so that no shock loads or unbalanced loads are imposed on structure.
- D. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against concrete surfaces.
- E. Leave forms loosely in place, against vertical surfaces, for protection until complete removal is reviewed by Engineer
- F. Store removed forms, for exposed architectural concrete, in manner that surfaces to be in contact with fresh concrete will not be damaged. Marked or scored forms will be rejected.
- G. Re-shore structural members where required due to design requirements or construction conditions and as required to permit progressive construction. Remove load supporting forms only when concrete has attained 75 percent of required 28-day compressive strength, provided construction is re-shored.

- H. Remove forms not directly supporting weight of concrete as soon as stripping operations will not damage concrete.

END OF SECTION

## SECTION 03200

### CONCRETE REINFORCEMENT

#### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- A. Reinforcing steel bars, welded steel wire fabric, and fabricated steel bar or rod mats for cast-in-place concrete, complete with tie wire.
- B. Support chairs, bolsters, bars supports, spacers for reinforcing.

##### 1.02 RELATED WORK

- A. Section 03300: Cast-in-Place Concrete
- B. Section 03350: Concrete Finishes

##### 1.03 QUALITY ASSURANCE

Perform concrete reinforcing work in accordance with CRSI PRB unless specified otherwise in this section.

##### 1.04 REFERENCES

- A. ACI 318 - Building Code Requirements for Reinforced Concrete
- B. CRSI PRB - Placing Reinforcing Bars
- C. ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement
- D. ASTM A615 - Deformed and Plain Carbon Steel Bars for Concrete Reinforcement
- E. ASTM A616 - Rail Steel Deformed and Plain Bars for Concrete Reinforcement
- F. ASTM A617 - Axle Steel Deformed and Plain Bars for Concrete Reinforcement
- G. ASTM A497 – Steel Welded Wire Reinforcement, Deformed, for Concrete.

- H. AWS D1.4 – Structural Welding Code, Reinforcing Steel.
- I. ACI 315 - American Concrete Institute – Details and Detailing of Concrete Reinforcement.
- 1.05 SHOP DRAWINGS
  - A. Submit shop drawings in accordance with Section 01340.
  - B. Indicate bar sizes, spacings, locations, and quantities of reinforcing steel and wire fabric, bending and cutting schedules, and supporting and spacing devices.
  - C. Prepare shop drawings under seal of Professional Structural Engineer registered in the State of Louisiana.
- PART 2 PRODUCTS
- 2.01 REINFORCING
  - A. Reinforcing steel: Comply with ASTM A615, Grade 60.
  - B. Welded steel wire fabric: Comply with ASTM A185.
- 2.02 ACCESSORY MATERIALS
  - A. Tie wire: minimum 16 gauge annealed type, or patented system accepted by Engineer.
  - B. Chairs, bolsters, bar supports, spacers: Sized and shaped for strength and support of reinforcing during construction conditions.
  - C. Special chairs, bolsters, bar supports, spacers (where adjacent to architectural concrete surfaces) plastic coated type; sized and shaped as required.
- 2.03 FABRICATION
  - A. Fabricate concrete reinforcing in accordance with ACI 315.
  - B. Locate reinforcing splices, not indicated on drawings, at points of minimum stress. Location of splices shall be reviewed by Engineer.
  - C. Where indicated, weld reinforcing bars in accordance with AWS D1.4.

PART 3 EXECUTION

3.01 CONCRETE PROTECTION FOR REINFORCEMENT

- A. Place and hold steel reinforcement in position so the concrete cover, as measured from the surface of the bar, will be the following, except as otherwise specified or indicated on the Drawings:

1. Cast-in-place concrete (nonprestressed). The following minimum concrete cover shall be provided for reinforcement:

	<u>Minimum Cover (inches)</u>
a. Concrete cast against and permanently exposed to earth	3
b. Concrete exposed to earth or weather: #6 Through #18 Bars...	2
#5 bar, W31 or D31 wire, and smaller...	1 ½
C. Concrete not exposed to weather or in contact with ground: slabs, walls, joints: #14 and #18 bars...	1 1/2
#11 bar and smaller	1 1/2
Beams, columns: Primary reinforcement, ties, stirrups, spirals .....	1 1/2

2. Precast concrete (manufactured under plant control conditions)

The following minimum concrete cover shall be provided for reinforcement:

a. Concrete exposed to earth or weather	
Wallpanels:	
#14 and #18 bars	1 1/2
#11 bar and smaller	3/4
Other Members:	
#14 and #18 bars	2

#6 through #11 bars	1 1/2
#5 bar, W31 or D31 wire, and smaller	1 1/4

- b. Concrete not exposed to weather or in contact with ground:  
slabs, walls, joints:  
    #14 and #18 bars 1 1/4  
    #11 bar and smaller 5/8  
Beams, columns:  
Primary reinforcement Nominal Diameter of Bar, Wire or Strand but not less than 5/8 and need not exceed 1  
  
Ties, stirrups, spirals 3/8

### 3.02 PLACING

- A. Support and wire all reinforcing bars together to prevent displacement by construction loads or the placing of concrete beyond the tolerances specified. Use supporting concrete blocks on ground surfaces. Use concrete, metal, or plastic bar chairs, over forms. The portion of all accessories in contact with the formwork shall be plastic, galvanized or plastic coated where the concrete surface will be exposed to the weather in the finished structure, or where rust would impair architectural finishes.
- B. Furnish and set templates for all column dowels to insure proper placement.
- C. Splices, when approved by the Engineer, may be used at locations not shown on the Drawings. All splices shall comply with Standard Structural Details.
- D. Reinforcement shall not be bent after being embedded in hardened concrete unless approved by the Engineer.
- E. Bars may be moved as necessary to avoid interference with other reinforcing steel conduits, or embedded items. If bars are moved more than one bar diameter, or enough to exceed the above tolerances, the resulting arrangement of bars shall be subject to approval by the Engineer.

3.03 FIELD QUALITY CONTROL

- A. Physical properties of reinforcing steel are subject to testing by an independent laboratory for compliance with ASTM A-615. The Contractor shall furnish all samples required for such testing.
- B. The Contractor shall give the Engineer twenty-four (24) hour notice of the completion of reinforcing steel setting, and sufficient time before the start of concrete placement to inspect the layout and for Contractor to make any required corrections.

END OF SECTION

## SECTION 03300

### CAST-IN-PLACE CONCRETE

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

Contractor shall furnish all labor, materials, tools, equipment and related items required to do the cast-in-place concrete work as specified herein.

##### 1.02 RELATED WORK

- A. Section 03100: Concrete Formwork
- B. Section 03200: Concrete Reinforcement
- C. Section 05999: Miscellaneous Metal

##### 1.03 QUALITY ASSURANCE

Perform cast-in-place concrete work in accordance with ACI 318, unless specified otherwise in this section.

##### 1.04 TESTING LABORATORY SERVICES

- A. Inspection and testing will be performed by firm in accordance with Section 01410.
- B. Provide free access to work and cooperate with appointed firm.
- C. Submit proposed mix design of each class of concrete to Engineer for review prior to commencement of work.
- D. Tests of cement and aggregates may be performed to ensure conformance with requirements stated herein.
- E. Minimum four concrete test cylinders will be taken for every pour.
- F. One slump test will be taken for each set of test cylinders taken as a minimum: However, slump tests will be taken as often as required by the Engineer or his representative.

##### 1.05 REFERENCES

- A. ASTM C33 - Concrete Aggregates
- B. ASTM C150 - Portland Cement



- C. ACI 318 - Building Code Requirements for Reinforced Concrete
- D. ASTM C260 - Air Entraining Admixtures for Concrete
- E. ASTM C494 - Chemical Admixtures for Concrete
- F. ASTM C94 - Ready-Mixed Concrete
- G. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete
- H. ACI 305 - Recommended Practice for Hot Weather Concreting
- I. ACI 306 - Recommended Practice for Cold Weather Concreting
- J. ACI 301 - Specifications for Structural Concrete

## PART 2 - PRODUCTS

### 2.01 CONCRETE MATERIALS

- A. Cement: Normal-Type II, High early strength-Type III, Portland type, ASTM C150.
- B. Fine and Coarse Aggregates: ASTM C33. At the time of its use, the aggregate shall be free from all foreign material or dirt which may become mixed with the aggregate stockpile. If less than 2% of the fine aggregate passes a No. 100 sieve, limestone dust shall be added to provide this minimum percentage.
- C. Water: Clean, fresh and free from injurious amounts of oil, alkali, organic matter, or other deleterious material.

### 2.02 ADMIXTURES

Each of the following admixtures shall be used when required and shall be used when so instructed by the Owner. They shall comply with the appropriate specifications as indicated.

- A. Air Entrainment: ASTM C260.
- B. Chemical: ASTM C494 Type A - water reducing and Type B - retarding admixture.

### 2.03 ACCEPTABLE MANUFACTURERS

The Acceptable Manufacturers of ready mix concrete must have sufficient plant capacity and ready mix transportation trucks to insure a continuous delivery to the job site; the rate should be such that the interval between batches shall not exceed 20 minutes. The methods

of delivering the concrete shall be such that they will facilitate its placing with a minimum of rehandling and without damaging the concrete or its forms.

## 2.04 ACCESSORIES

- A. Bonding Agent: Two component modified epoxy resin; Non-solvent two component polysulphide-epoxy; Mineral filled polysulphide polymer epoxy resin. Acceptable manufacturers shall be an approved product listed in LADOTD QPL 32.
- B. Non-shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2400 psi in 2 days and 7000 psi in 28 days.

## 2.05 CONCRETE MIXES

- A. Mix concrete in accordance with ASTM C94.
- B. Provide concrete of following strength:
  - 1. Compressive strength 4,000 psi.
  - 2. Select proportions for normal weight concrete in accordance with ACI 301 3.8 by Method 1, Method 2, or Method 3. Add air entraining agent to concrete to entrain air as indicated in ACI 301 Table 3.4.1.
- C. Add air entraining agent to concrete mix for concrete work exposed to exterior.
- D. Weather Conditions
  - 1. Cold Weather
    - a. The minimum temperature of the concrete when delivered at the site of the work shall conform to the following temperature limitation:

Minimum Concrete Temperature, Degrees F.		
Air Temperatures Degrees F.	For Sections Less than 12 in. thick	For Sections 12 in. to 36 in. thick
30 to 45	60	50
0 to 30	65	55
Below 0	70	60

- 2. Provisions shall be made for maintaining concrete moist and at a minimum temperature of not less than 50°F for a period of at least 7 days.

### 3. Hot Weather

- a. The maximum temperature of the concrete when delivered at the site of the work shall not exceed 85 degrees Fahrenheit.
- b. The ingredients shall be cooled before mixing, or flake ice or well-crushed ice of a size that will melt completely during mixing may be substituted for all or part of the mixing water if necessary to maintain the temperature of the concrete below 85 degrees Fahrenheit.
- c. A retarding agent complying with ASTM C-494 Type B shall be used under the following circumstances:
  - i. If the temperature of the air is above 85 degrees Fahrenheit.
  - ii. If the temperature of the concrete as placed is above 80 degrees Fahrenheit.
  - iii. Where large pours are permitted, to allow all portions to remain plastic until adjacent concrete is placed.

## PART 3 - EXECUTION

### 3.01 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304.
- B. Notify Engineer minimum 24 hours prior to commencement of concreting operations.
- C. Verify anchors, seats, plates, and other items to be cast into concrete are placed, held securely, and will not cause hardship in placing concrete. Rectify same and proceed with work.
- D. Maintain records of poured concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.
- E. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints, are not disturbed during concrete placement.
- F. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
- G. Conform to ACI 305 when concreting during hot weather.
- H. Conform to ACI 306 when concreting during cold weather.

### 3.02 PATCHING

Allow Engineer to inspect concrete surfaces immediately upon removal of forms. Patch imperfections as directed.

### 3.03 DEFECTIVE CONCRETE

- A. Modify or replace concrete not conforming to required lines, details and elevations.
- B. Repair or replace concrete not properly placed resulting in excessive honeycombing and other defects. Do not patch, fill touch-up, repair, or replace concrete except upon express direction of Engineer for each individual area.

### 3.04 CURING AND PROTECTION

Beginning immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

END OF SECTION

## SECTION 03350

### CONCRETE FINISHES

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

Furnish all labor, materials, equipment, and incidentals required to finish cast-in-place concrete surfaces as specified herein.

##### 1.02 RELATED WORK

- A. Patching and repair of defective and honeycombed concrete is included in Section 03300.

##### 1.03 SUBMITTALS

Submit to the Engineer as provided in the General Conditions and Section 01340, the proposed chemical hardener manufacturers' surface preparation and application procedures.

##### 1.04 SCHEDULE OF FINISHES

- A. Concrete for the project shall be finished in the various specified manners either to remain as natural concrete or to receive an additional applied finish or material under another section.
- B. The base concrete for the following conditions shall be finished as noted and as further specified herein:
  - 1. Concrete to receive waterproofing and dampproofing - Off-form finish.
  - 2. Exterior exposed concrete slabs, walkways and stairs - broomed finish.
  - 3. Concrete on which liquids flow - steel trowel finish.
  - 4. Concrete where not exposed in the finished work and not scheduled to receive an additional applied finish or material - Off-form finish.

##### 1.05 RESPONSIBILITY FOR CHANGING FINISHES

- A. The surface finishes specified for concrete to receive additional applied finishes or materials are the finishes required for the proper application of the actual products specified under other sections. Where different products are approved for use, it shall be the Contractor's responsibility to determine if changes in finishes are required and to provide the proper finishes to receive these products.
- B. Changes in finishes made to accommodate products different from those specified shall be

performed at no additional cost to the Owner. Submit the proposed new finishes and their construction methods to the Engineer for approval.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

Portland cement and component materials required for finishing the concrete surfaces shall be as specified in Section 03300.

## PART 3 - EXECUTION

### 3.01 FORMED SURFACES

A. Forms shall not be stripped before the concrete has attained a strength of at least 30 percent (30%) of the ultimate design strength. This is equivalent to approximately "100-day degrees" of moist curing.

B. Care shall be exercised to prevent damaging edges or obliterating the lines of chamfers or corners when removing the forms or doing any work or work adjacent thereto.

C. Clean all exposed concrete surfaces and adjoining work stained by leakage of concrete, to the satisfaction of the Engineer.

D. Off-form finish. Fins and other projections shall be removed as approved. Tie cone holes and other minor defects shall have been filled under Section 03300.

### 3.02 FLOORS AND SLABS

A. Floors and slabs shall be screeded to the established grades and shall be level with a tolerance of 1/8" when checked with a 12' straightedge, except where drains occur, in which case floors shall be pitched to drains as indicated. Failure to meet either of above shall be cause for removal, grinding, or other correction as directed by the Engineer.

B. Following screeding as specified above, power steel trowel as follows:

1. Immediately after final screeding a dry cement/sand shake in the proportion of two (2) sacks of portland cement to 350 pounds of coarse natural concrete sand shall be sprinkled evenly over the surface at the rate of approximately 500 pounds per 1,000 square feet of floor. Neat, dry cement shall not be sprinkled on the surface. This shake shall be thoroughly floated into the surface with an approved disc type power compacting machine weighing at least 200 pounds if a 20" disc is used or 300 pounds if a 24" disc is used. A mechanical blade-type float or trowel is not acceptable for this work.

Note: This operation (application of the cement/sand shake) may be eliminated

at the discretion of the Engineer if the base slab concrete exhibits adequate fatness and homogeneity, and the need is not indicated.

2. In lieu of power steel troweling, small areas as defined by the Engineer shall be compacted by hand steel troweling with the dry cement/sand shake as ordered.
3. The floor or slab shall be compacted to a smooth surface and the floating operation continued until sufficient mortar is brought to the surface to fill all voids. The surfaces shall be tested with a straightedge to detect high and low spots which shall be eliminated.
4. Compaction shall be continued only until thorough densification is attained and a small amount of mortar is brought to the surface. Excessive floating shall be avoided.

C. After Paragraph 3.02-A and B procedures are accomplished, floors and slabs for particular conditions shall be completed as scheduled in one of the following finishes:

1. Wood float finish. Hand wood float, maintaining the surface tolerance to provide a grained, non-slip finish as approved.
2. Broomed finish. Hand wood float maintaining the surface tolerance and then broom with a stiff bristle broom in the direction of drainage to provide a non-slip finish as approved.
3. Steel trowel finish. Hand steel trowel to a perfectly smooth, hard even finish free from high or low spots or other defects as approved.

### 3.03 APPROVAL OF FINISHES

- A. All concrete surfaces will be inspected during the finishing process by the Engineer.
- B. Surfaces which, in the opinion of the Engineer, are unsatisfactory shall be refinished or reworked until approved by the Engineer.

END OF SECTION

# APPROVED EQUAL

## SECTION 07140

### FLUID APPLIED WATERPROOFING

Specifier Notes: **This specification is for installation of TECHCRETE 2500 waterproofing system on concrete surfaces, a product manufactured by Alchemcho.**

TECHCRETE 2500 is designed for positive waterproofing of concrete surfaces in new construction and restoration. It is suitable for garages, parking lots, concrete slabs and patios with light-to-medium traffic. This specification should be read in conjunction with both the product data sheets and installation instructions.

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Application of a penetrating, surface sealing, waterproofing system.
- C. The general conditions, supplementary conditions and general requirements of this document apply to general contractors, subcontractors, material suppliers, and all other persons furnishing labor and materials under this section.

##### 1.02 WORK INCLUDED

- A. Provide all labor, material, and equipment necessary to apply waterproofing system over concrete surfaces as shown on the contract drawings and specified herein.
- B. It is a contractor's responsibility to visit the site and estimate the crack paving size and length. No measurement or payment will be made for pavement crack routing and sealing. As indicated in Section 01025, works under pay item #3 include but are not limited to, surface cleaning, oil stain removal, surface sealing, crack routing and crack sealing.

##### 1.03 RELATED SECTIONS

- A. Section 03300 – Cast-In-Place Concrete.
- B. Section 07900 – Joint Sealers

##### 1.04 REFERENCES

- A. ASTM C 672 - Standard Test Method for Scaling Resistance of Concrete Surfaces Exposed to Deicing Chemicals.
- B. ASTM E 514 Standard Test Method for Water Penetration and Leakage Through Masonry
- C. ASHTO T-259 - Standard Method of Test for Resistance of Concrete to Chloride Ion Penetration
- C. ASHTO T-260 - Standard Method of Test for Sampling and Testing for Chloride Ion in Concrete and Concrete Raw Materials
- D. ASTM D1644 - Standard Test Methods for Nonvolatile Content of Varnishes



- E. ASTM C-666 - Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
- F. ASTM 1202 - Standard Test Method for Electrical Indication of Concrete's Ability to Resist Chloride Ion Penetration

#### 1.05 QUALITY ASSURANCE

- A. Contractor will provide the proper equipment, manpower, and supervision at the jobsite to install the waterproofing system in compliance with the project plans and specifications.
- B. Prepare a site sample approximately 4' x 4'. This sample will be regarded as the minimum standard of workmanship acceptable for this project.
- C. Apply material in accordance with manufacturer's written application instructions.
- D. Installation must be carried out by an experienced contractor with an adequate number of skilled personnel experienced in the application of the waterproofing systems.
- E. Maintain a record of the batch numbers of all materials supplied for this project.

#### 1.06 PRE-CONSTRUCTION MEETING

- A. Convene one week prior to commencing work of this section, in accordance with Section 1.05 - Quality Assurance, meeting with manufacturer's technical representative, General Contractor and Site Engineer to review the installation procedures.

#### 1.07 SUBMITTALS

- A. Comply with Section 01330 - Submittal Procedures.
- B. Submit manufacturer's product data and application instructions.

#### 1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Store materials in unopened packaging in clean, dry area protected from sunlight.
- C. Protect materials during handling and application to prevent damage or contamination.

#### 1.09 ENVIRONMENTAL REQUIREMENTS

- A. Product not intended for uses subject to abuse.
- B. Product should only be applied when the ambient temperature is 40°F (+4°C) and rising or 100°F (+38°C) and falling.
- C. Protect surrounding surfaces from damage due to work of this trade.
- D. Do not apply in rain or when rain is expected within 24 hours

## PART 2 PRODUCTS

### 2.01 MANUFACTURER

- A.     ALCHEMCHO  
Corporate Office  
3532 Mayland Court Henrico, Virginia 23233  
Contact email: [Sales@Alchemco.com/](mailto:Sales@Alchemco.com/)  
Contact phone: 800.610.2895  
Website: <https://www.alchemco.com/>
- B.     ALCHEMCHO  
Distribution Center  
1806 Richmond Hwy Richmond, VA 23224

### 2.02 MATERIALS

- A.     Waterproofing system for concrete: TECHCRETE 2500 manufactured and distributed by  
ALCHEMCO

### 2.03 ACCESSORIES

- A.     Cleaning product for concrete surfaces: ACR Concrete Masonry Cleaner manufactured and  
distributed by ALCHEMCO
- B.     Oil and grease remover for concrete surfaces: ACR Emulsifying Cleaner manufactured and  
distributed by ALCHEMCO
- C.     Paint removed for concrete surfaces: ACR Paint Remover manufactured and distributed by  
ALCHEMCO

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A.     All works relating to the concrete pavement sealing will be done as per the manufacturer technical  
data sheet with the additional requirements specified here. If any discrepancies arise, the  
manufacturers documents shall govern.  
Manufacturers technical sheet: <https://www.alchemco.com/s/TDS-TECHCRETE-2500>
- B.     The concrete pavement sealing works shall be done in two phases so the owner may use one area for  
bus operations while the other is being worked on. This shall be coordinated with the owner during  
construction.
- C.     Examine surfaces where the waterproofing product will be applied.
- D.     Report to owner's representative, in writing, any defects in previously prepared work or  
unsatisfactory site conditions.
- E.     Do not begin surface preparation or application until unacceptable conditions have been corrected.
- F.     Starting work under this section means acceptance of the surface and previously prepared work..

### 3.02 SURFACE PREPARATION

- A. TechCrete 2500 Waterproofing Agent must be applied to a clean, dry, dust-free concrete surface, at least 14 days after the placement of new concrete. If the concrete is older existing concrete and needs to be cleaned, then use one of the following products to clean and prepare the surface.
- a. ACR Concrete Masonry Cleaner: use this product to remove dirt and environmental debris. This product is sprayed on the surface and in most cases will require some agitation. Once the dirt and debris has been removed rinse with water. Coverage rate for this product will vary depending surface condition, but when used as directed the coverage rate is approximately 400-500 square feet per gallon. This product should be used at full strength.
  - b. ACR Emulsifying Cleaner: use this product to remove grease and oil that has penetrated into the concrete. This is a solvent-based product that will break down the oil and grease and allow it rise to the surface. Once used, pressure wash (4,000 psi) the surface and evaluate if a second application is necessary. Coverage rate for this product will vary depending on the amount of oil and grease that needs to be removed, but when used as directed the coverage rate is approximately 200-300 square feet per gallon. This product should be used at full strength.
  - c. ACR Paint Remover: use this product to remove paint from the surface of the concrete. This is an environmentally safe product; and will remove paint quickly and effectively. NOTE: Once used, clean with ACR Concrete Masonry Cleaner and rinse with clean water. If not properly removed this product will continue to work until removed. Coverage rate for this product will vary depending on the amount of pain that needs to be removed, but when used as directed the coverage rate is approximately 200-300 square feet per gallon. This product should be used at full strength.
- A. Clean the entire concrete surface, including any vertical surfaces adjoining the concrete surface to be waterproofed. Make sure all dirt and environmental debris has been removed from the surface.
- B. Identifying cracks to be treated - Once all surfaces are clean and free of dirt and debris. Begin reviewing all cracks and joints in the concrete surface. Mark any cracks that are 5/64" (2.0 mm) or larger. NOTE: Any crack that has voids or chipping where the voids or chips are greater than 5/64" (2.0 mm) these cracks should be consider in this category.
- C. Routing and grinding - Cracks that have been marked as greater than 5/64" (2.0 mm) then need to be routed or ground out. This routing should provide for a clean edge and any debris that is in the crack should be removed. Loose material should not be allowed.
- D. Old caulking - Any joints that have old caulking or sealant need to have the old caulking or sealant removed from those joints and thoroughly cleaned. This will include control joints and expansion joints.
- E. Parking Lot Striping - When parking lot striping exists it is important to determine how old the striping may be. If the striping is older than 5-years then there is no need to remove. If the striping is newer than 5-years or is an asphalt-based paint then contact Alchemco Technical for an on-site review of the striping and the process for handling.
- F. If the system is to be applied to newly poured concrete, then the application must not begin for at least 14 days after the pour is completed. If the system is being applied to older, existing concrete then the application can begin once the surface is clean and all cracks have been properly cleaned & prepared.

### 3.03 PRODUCT APPLICATION

- A. Allow all surface water to dry off to achieve a saturated surface dry (SSD) condition.
- B. Waterproofing should be applied using a low-pressure pump style sprayer, backpack sprayer or a drum style sprayer. A fan or cone style sprayer tip is best for the application of the product. It is highly recommended that separate spray units be used for the application of the waterproofing agent and the crack & void / accelerating products. Do not mix these products together.

- C. Begin by flooding all cracks. This includes cracks less than 5/64" (2.0 mm) and also cracks that have been routed or ground. The purpose of this spraying is to ensure that all cracks have a sufficient amount of waterproofing material within them.
- D. Once all cracks have been properly flooded, begin applying TechCrete Concrete Waterproofing Agent to the entire concrete surface area at a rate of 180 - 220 square feet per gallon.
- E. Once all surfaces have been sprayed, allow the product to dry. In direct sunlight this process may take as little as 1 hour, in some cases longer. Once the product has completely dried to the touch or no later than the 5 hour point, begin washing the surface. Washing is to remove any excess material sitting on the surface. Washing should be done with clean, clear water. Washing should continue until there is no "white foaming" occurring, which is evidence of the presence of the material.
- F. Once the washing is complete, allow all surfaces to dry to the touch. Dry time will vary depending on environmental conditions. Once the washed surface is dry begin application of the ACR Crack & Void, followed by the application of the ACR Accelerating Agent.
- G. Begin by spraying ACR Crack & Void into all cracks flooding them with product. Once all the cracks have been treated with ACR Crack & Void, then begin spraying all concrete surfaces that were treated with waterproofing with ACR Accelerating Agent. Spray ACR Accelerating Agent at the same rate as the waterproofing material
- H. After spraying allow all surfaces to dry to the touch. Once all surfaces are dry to the touch, beginning washing off excess materials from the surface. Washing should continue until there is no "light white foaming" occurring, which is evidence of the presence of the materials.
- I. Once all waterproofing and washing has been completed and the concrete surface is dry begin flashing and sealant application.
- J. Once all the waterproofing has been applied, has been properly washed and allowed to dry, work may begin on treating those cracks that are wider then 5/64" (2.0mm). Cracks narrower than 5/64" (2.0 mm) do not need any further work.
- K. Cracks from 5/64" to 1/2" in width can be caulked directly without any open cell backer rod. Cracks 1/2" or greater should have open cell backer rod applied to minimize the depth of the sealant application.
- L. Place a strong bead of ACR Polyseal Sealant in the crack. Make sure to apply enough material that once it has been screeded it will be level with the surrounding concrete surface. While the sealant is still pliable, use a caulking knife to smooth the surface and ensure that both edges of the sealant are sealed to the clean edges of the crack.

#### 3.04 SITE CLEANUP

- A. Remove all excess and waste materials from the jobsite in accordance with contract provisions.
- B. Ensure all surrounding areas where the product has been applied and is free of debris.

END OF SECTION



## SECTION 07900

### JOINT SEALERS ELASTOMERIC AND NON-ELASTOMERIC SEALANT

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. This specification describes the sealing of highway/runway pavement joints with a one-component, low-modulus, self-leveling, elastomeric silicone sealant.

##### 1.02 QUALITY ASSURANCE

- A. Manufacturing qualifications: The manufacturer of the specified product shall be ISO 9001:2008 certified and have in existence a recognized ongoing quality assurance program independently audited on a regular basis.
- B. Contractor qualifications: Contractor shall be qualified in the field of concrete repair and protection with a successful track record of 5 years or more. Contractor shall maintain qualified personnel who have received product training by a manufacturer's representative.
- C. Install materials in accordance with all safety and weather conditions required by manufacturer or as modified by applicable rules and regulations of local, state and federal authorities having jurisdiction. Consult Material Safety Data Sheets for complete handling recommendations.

##### 1.03 DELIVERY, STORAGE, AND HANDLING

- A. All materials must be delivered in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers. Damaged material must be removed from the site immediately.
- B. Store all materials off the ground and protect from rain, freezing or excessive heat until ready for use.
- C. Condition the specified product as recommended by the manufacturer.

##### 1.04 JOB CONDITIONS

- A. Environmental Conditions: Do not apply material if it is raining or snowing or if such conditions appear to be imminent. Minimum application temperature 40°F (5°C) and rising.
- B. Protection: Precautions should be taken to avoid damage to any surface near the work zone due to mixing and handling of the specified sealant.

##### 1.05 SUBMITTALS

- A. Submit two copies of manufacturer's literature, to include: Product Data Sheets, and appropriate Material Safety Data Sheets (MSDS).

## 1.06 WARRANTY

- A. Provide a written warranty from the manufacturer against defects of materials for a period of one (1) year, beginning with date of substantial completion of the project.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

- A. **Sikasil 728 SL**, as manufactured by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071 is considered to conform to the requirements of this specification or **approved equal**.

### 2.02 MATERIALS

- B. Silicone sealant:
  - 1. The joint sealant shall be a one-component, self-leveling, silicone-based material. It shall be applicable in horizontal joints. The sealant shall principally cure under the influence of atmospheric moisture to form an elastomeric substance.
- C. Backer rod or bond breaker tape as approved by engineer.

### 2.03 PERFORMANCE CRITERIA

- D. Properties of the uncured Silicone sealant:
  - 2. Initial Cure (Tack-Free Time) ASTM C-679: 110 minutes
  - 3. Consistency: self-leveling
  - 4. Color: Limestone & Gray
- E. Properties of the cured silicone sealant:
  - 1. Tensile Properties (ASTM D-412) at 21 days Self-Leveling
    - a. Tensile Strength at break: minimum 100 psi (0.69 Mpa)
    - b. Tensile Elongation: minimum 1200%
    - c. Modulus of Elasticity -  
100% Elongation 30 psi (0.21 Mpa) min
  - 2. Shore OO Hardness (ASTM D-661) at 21 days:
    - a. Self-leveling: 50+/-5
  - 3. Peel Strength (ASTM C-794)
    - a. 25-pli 0% Adhesion Loss
  - 4. Service Range: -80° F ( -62°C) to 350°F (176°F)
  - 5. Joint Movement (ASTM C-920): +100% / -50%

6. The sealant shall be non-staining.
7. Final Cure: 7 to 10 days

**Note: Tests were performed with material and curing conditions at 71°-75°F and 45-55% relative humidity.**

### PART 3 - EXECUTION

#### 3.01 SURFACE PREPARATION

- A. The joint and adjacent substrate must be clean, dry, sound and free of surface contaminants. Remove all traces of the old sealant, dust, laitance, grease, oils, curing compounds, form release agents and foreign particles by mechanical means, i.e. – sandblasting, etc., as approved by the Engineer. Blow joint free of dust using compressed air line equipped with an oil trap.

#### 3.02 MIXING AND APPLICATION

##### B. Joints:

1. Install approved backer rod or bond breaker tape in all joints subject to thermal movement to prevent three-sided bonding and to set the depth of the sealant at a maximum of 1/2 in., measured at the center point of the joint width. Approval of the backer rod or bond breaker tape shall be made by the Engineer.
2. Joints shall be masked to prevent discoloration or application on unwanted areas, as directed by the Engineer. If masking tape is used, it shall not be removed before tooling, yet must be removed before the initial cure of the sealant. Do not apply the masking tape until just prior to the sealant application.
3. Install sealant into prepared joints when the joint is at mid-point of its expansion and contraction cycle.  
Pour or extrude the sealant into the prepared joint in one direction and allow it to flow and level as necessary. Avoid overlapping the sealant to eliminate the entrapment of air. Tool as required to properly fill the joint.
4. Sealant must be recessed in the joint a minimum of 1/4 inch from the surface.
5. Adhere to all limitations and cautions for the polyurethane sealant in the manufacturer's printed literature.

##### C. Cracks:



1. Pour or extrude the sealant into the prepared crack in one direction and allow it to flow and level as necessary. Avoid overlapping the sealant to eliminate the entrapment of air. Tool as required to properly fill the crack.
2. Sealant must be recessed in the joint a minimum of ¼ inch from the surface.
3. Adhere to all limitations and cautions for the polyurethane sealant as stated in the manufacturers printed literature.

### 3.03 CLEANING

- D. The uncured silicone sealant can be cleaned with an approved solvent. The cured silicone sealant can only be removed mechanically.
- E. Leave work area in a neat, clean condition without evidence of spillovers onto adjacent areas

## SECTION 13120

### PRE-ENGINEERED CANOPY SYSTEMS

#### PART 1 - GENERAL

##### 1.01 QUALITY ASSURANCE

- A. Engineered Canopy System manufacturer shall have a minimum of 39 years experience.
- B. Canopy Manufacturer shall have a current AISC/SBS Certification.
- C. Canopy system erectors/installers shall be Arning Certified with OSHA and forklift certifications.
- D. Contractor may choose any metal building manufacturer that meets or exceed the project specification requirements. Before construction starts, the awarded contractor shall submit all the required documents and get approved by the Project Engineer before purchasing or fabricating the metal building.

##### 1.02 SYSTEM DESCRIPTION

Engineered Canopy System shall be pre-engineered and prefabricated using only the highest quality materials available. Recycled or salvaged steel, decking and fascia are not acceptable. Engineered Canopy System shall be completely flat decked. Engineered Canopy System shall have a complete perimeter guttering system designed to drain back to a centralized gutter that carries roof water to the columns for collection and dispersement via an external downspout or internal p.v.c.

##### 1.03 PERFORMANCE REQUIREMENTS

Design, fabricate, and erect the canopy system to withstand loads from winds, gravity, and structural movement, and resist in-service use without failure. Design members to withstand stresses resulting from combinations of loads that produce maximum allowable stresses prescribed MBMA Design Practices Manual and 2018 IBC or as specified.

- A. Design Loads: Basic design loads to be withstood are indicated below:

(These are minimum requirements)

Governing Building Code:	2018 IBC or as specified
Roof Dead:	Self weight unless additional specified
Roof Live:	Per A.S.C.E. 7-16 or as specified
Snow Drift:	Per 2018 IBC or as specified
Seismic:	As required by local code
Wind Loads:	Per A.S.C.E. 7-16 or as specified
Uplift:	Per A.S.C.E. 7-16 or as specified

\*Above design loads are suggested minimums, actual design criteria adjusted to match local codes.

#### 1.04 STRUCTURAL FRAMING AND ROOF PANELS

Design structural members and exterior coverings for applicable loads and combinations of loads in accordance with latest edition of MBMA Design Practices Manual & 2018 IBC or Local Code.

- A. Structural Steel: Comply with the latest edition of AISC Specification for Design, Fabrication and Erection of Structural Steel for Buildings for design requirements and allowable stresses.
- B. Light Gauge Steel: Comply with latest edition of AISI Specification for the Design of ColdFormed Steel Structural Members and Design of Light Gauge Steel Diaphragms for design requirements and allowable stresses.

#### 1.05 SUBMITTALS

Submit the following in accordance with the Conditions of the Contract:

- A. Product Data: Include manufacturer's product information for building components and accessories.
- B. Submittal Drawings: Provide detailed drawings of structural framing system, foundation options, roofing, and fascia panels, and accessories not fully detailed or dimensioned in manufacturers product data.
  - 1. Structural Framing: Furnish submittal drawings adequate to secure all required permits. Drawings shall provide fabrication, assembly, anchor bolt and roof framing details.
  - 2. Roofing and Fascia Panels: Submittal drawings shall provide panel layouts and details of edge conditions, joints, corners, custom profiles, support bracing, anchorages, trim, flashing, closures, and special conditions.

## 1.06 PRODUCT CERTIFICATION

Certification must be prepared and signed by a Professional Engineer with 25 years of continuous experience in canopy design and registered in the state for which the project is being built, verifying that structural framing and covering panels meet local loading requirements and codes.

## 1.07 SYSTEM SPECIFICATIONS

The Engineered Canopy System described herein and depicted on the drawings is designed per the criteria of Arning Companies, Inc., Cassville, Missouri. Canopy systems of equal performance and quality will be reviewed for approval by the Engineer.

## PART 2 - PRODUCTS

### 2.01 METALS

Provide the following as required:

- A. Structural Steel Tubing: ASTM A 500, Grade B, with a minimum yield Stress of 46,000 ksi.
- B. Steel Members Fabricated from Plate or Bar Stock: ASTM A 529, A 570, or ASTM A572. Provide 36,000-psi minimum yield strength.
- C. Steel Beams: ASTM A992/A572 - 50.
- D. Structural Quality Zinc-Coated (Galvanized) Steel Sheet: Roof deck shall be a minimum thickness of 20 gauge and a minimum yield of 40,000 PSI to meet ASTM A653, with a G60 coating complying with ASTM A924.
- E. Roof deck shall be attached with clips that have been structurally tested with minimum yield/load test of 1,200 lbs.
- F. Gutters shall be a minimum thickness of 20ga. with a minimum length of 30'-0" to reduce the number of gutter splices which in turn reduces the potential for leaks.
- G. Fascia Materials: Aluminum Composite Material Panel to be constructed with a 3mm thick prefinished ACM substrate. Finish color shall be factory applied. Color shall be any stock color.

- H. Fascia bracing shall be fabricated from 24 ga. Structural hat and an 18ga. structural channel.  
Fascia braces fabricated out of angle are not acceptable.
- I. Structural Bolts: ASTM A 325 minimum.

## 2.02 PAINT MATERIALS

Comply with performance requirements of federal specifications indicated.

### A. COATING FOR NON GALVANIZED ELEMENTS

Coating System shall be Inorganic Zinc/Polyurethane: The inorganic zinc primer shall be water or solvent based, self-curing, zinc silicate two-component inorganic coating which contains at least 85 percent of metallic zinc by weight in the dried film, and is recommended by the coating manufacturer as a primer for this system. The intermediate coat shall be a high-build two component epoxy with a solids content of at least 69 percent by volume. Finish coats shall be a 2-component aliphatic acrylic or polyester polyurethane coating material that provides superior color and gloss retention, resistance to chemical fumes and severe weathering, and a minimum solids content of 58 percent by volume.

1. Prime coat, applied by shop DFT = 3 mils, **Tnemec 90-98, Carboline Carbozinc 11, Sherwin Williams Zinc Clad II ES**, or equal.
2. Intermediate coat DFT = 4 mils, **Tnemec N69, Carboline Carboguard 890, Sherwin Williams Macropoxy 646 FC**, or equal.
3. Finish coats (one or more, DFT = 3 mils), **Tnemec 1074U, Carboline Carbothane 134HG, Sherwin Williams Acrolon 218 HS** or equal.

- B. Deck Materials have a coil coated XT-20 High Durability Polyester finish with a 20 year warranty.

## 2.03 STRUCTURAL FRAMING

- A. Rigid Frames: Crossbeams and purlins shall be factory welded, shop primed, wide flange shapes with structural attaching plates and or splice members to suit project conditions. All attachments shall be factory drilled for field bolted connections. Field welding and fabrication is unacceptable.
- B. Columns: Structural Steel Tubing ASTM A 500, Grade B, minimum yield stress of 46,000 psi.

1. Provide means for tank vent piping and electrical conduit as required or as specified on drawings
2. Provide 12 gauge external collector boxes or 7 gauge internal drain boxes at each column to collect drain water from the guttering system. Collector boxes used as required.

## PART 3 - EXECUTION

### 3.01 ERECTION

Erect framing true to line, plumb, level, rigid and secure. Level base plates to true even plane with bearing to supporting structures, set with double-nutted anchor bolts. Anchor bolts to be a minimum of 1 1/4" in diameter, 30" long with a headed stud. Contractor will use non-shrinking grout under baseplate to obtain uniform bearing and maintain level baseline elevation. Moistcure grout for 7 days after placement.

### 3.02 ROOF PANELS

Fasten panels to purlins with galvanized steel clip fasteners. Avoid panel creep or application not true to line. Protect factory finishes from damage. Field cutting of panels by torch is not permitted.

### 3.03 SHEET METAL ACCESSORIES

Install gutters, downspouts, and other accessories for positive anchorage to structure and weather tight mounting. Use only high quality sealant designed for outdoor use on sheet metal.

### 3.04 FASCIA SECTIONS

Install fascia sections, trim and related accessories per manufactures specifications for the style of fascia used on this project.

- A. Install screw fasteners with power tools having controlled torque as to not strip screw threads and or damage fascia material.

### 3.05 PAINT FINISHING AND CLEANING

- A. Clean component surfaces.
- B. Paint all metal non-galvanized elements with a three coating system (primer coat applied by manufacturer in shop, intermediate and finish coating to be applied by contractor on site after installation).
  1. Total system DFT = 10 mils.

2. Intermediate coat shall be applied in excess of 4 mils DFT or in more than one coat as necessary to completely cover the inorganic zinc primer and prevent application bubbling of the polyurethane finish coat.
3. More than one finish coat shall be applied as necessary to produce a finish with uniform color and texture. If the inorganic zinc primer is used as a pre-construction or shop applied primer, all damaged and uncoated areas shall be spot abrasive blasted and coated after construction using the indicated material.

END OF SECTION