

CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS

FOR THE

LAPLACE (PEAVINE) BOAT LAUNCH
REPAIRS AND IMPROVEMENTS

PROJECT NO. 48 PARA 3602

FUNDING BY LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT –
DISASTER RECOVERY UNIT

APRIL 2014

BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

4176 CANAL STREET
BKI NO. NO.13.044

NEW ORLEANS, LA.
SET NO. _____

CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS

FOR THE

LAPLACE (PEAVINE) BOAT LAUNCH
REPAIRS AND IMPROVEMENTS

PROJECT NO. 48 PARA 3602

FUNDING BY LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT –
DISASTER RECOVERY UNIT

APRIL 2014

BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS



04/21/15

4176 CANAL STREET
BKI NO. NO.13.044

NEW ORLEANS, LA.

TABLE OF CONTENTS

DIVISION 0 - BID DOCUMENTS

00 11 16	INVITATION FOR BIDS
00 21 13	INSTRUCTIONS TO BIDDERS
00 41 33	BID FORM
00 45 43	CORPORATE RESOLUTION
00 52 13	AGREEMENT
00 61 13.13	PERFORMANCE BOND
00 61 13.16	PAYMENT BOND
00 61 26	BID BOND
00 72 00	GENERAL CONDITIONS
00 73 00	SUPPLEMENTARY CONDITIONS
00 73 30	CDBG COMPLIANCE & FEDERAL LABOR PROVISIONS
00 74 00	SPECIAL PROVISIONS

DIVISION 01 - GENERAL REQUIREMENTS

01 10 99	MISCELLANEOUS REQUIREMENTS
01 11 00	SUMMARY OF WORK
01 14 16	COORDINATION
01 21 00	ALLOWANCES
01 22 00	UNIT PRICES
01 25 00	SUBSTITUTION PROCEDURES
01 26 63	CHANGE ORDERS
01 29 00	APPLICATIONS FOR PAYMENT
01 32 16	CONSTRUCTION AND PROGRESS SCHEDULES
01 32 23	SITE CONDITIONS SURVEY
01 32 33	CONSTRUCTION PHOTOGRAPHS
01 33 00	SUBMITTAL PROCEDURES
01 39 19	PROJECT MEETINGS
01 42 00	REFERENCE STANDARDS AND DEFINITIONS
01 42 13	ABBREVIATIONS AND SYMBOLS
01 45 00	QUALITY CONTROL
01 51 00	TEMP UTILITIES
01 52 13	FIELD OFFICE
01 60 00	MATERIAL AND EQUIPMENT
01 66 00	STORAGE AND PROTECTION
01 71 13	MOBILIZATION
01 71 23	FIELD ENGINEERING AND SURVEYING
01 73 29	CUTTING AND PATCHING
01 77 00	CONTRACT CLOSEOUT
01 78 39	PROJECT RECORD DOCUMENTS

DIVISION 02 – DIVISION 04

NOT USED

DIVISION 05 - METALS

05 50 00 METAL FABRICATIONS

DIVISION 06 – WOODS, PLASTICS AND COMPOSITES

06 10 00 ROUGH CARPENTRY

DIVISION 07 – DIVISION 30

NOT USED

DIVISION 31 – EARTHWORK

31 60 00 SPECIAL FOUNDATIONS & LOAD-BEARING ELEMENTS

31 62 19 TIMBER PILES

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 92 19 SEEDING AND FERTILIZING

DIVISION 33-34

NOT USED

DIVISION 35 – WATERWAY AND MARINE CONSTRUCTION

35 20 23 DREDGING

35 59 23.19 NAVIGATION BUOY ASSEMBLY

End of Table of Contents

SECTION 00 11 16

INVITATION FOR BIDS

Sealed bids will be received by the Parish of St. John the Baptist (herein referred to as "Owner") for the construction of the project described as follows:

PROJECT NAME: LAPLACE (PEAVINE) BOAT LAUNCH REPAIRS AND IMPROVEMENTS

LOCATED IN: ST. JOHN THE BAPTIST PARISH, LOUISIANA

TYPE OF WORK: HARBOR IMPROVEMENTS, DREDGING, PILE DRIVING

LICENSE CLASSIFICATION: HEAVY CONSTRUCTION

PLANS: \$52.00 {Non-refundable}

PRE-BID CONFERENCE: 5/14/2015 10:00 AM

ST. JOHN THE BAPTIST PARISH COUNCIL
CHAMBERS
1801 W. AIRLINE HIGHWAY
LAPLACE, LA 70068

Proposals shall be addressed to the Parish of St. John the Baptist, and delivered to the Receptionist at the Parish President's Office located at 1801 W. Airline Highway LaPlace, LA 70068 not later than 2:45 p.m., on the 2 day of June, 2015. The bids will be publicly opened and read aloud at 3:00 p.m. on the same day in the Joel S. McTopy Council Chambers at the same address. Any bid received after the specified time and date will not be considered. Bids must be submitted on the proper form. Each bid shall be enclosed in a sealed envelope showing the name, address, and license number of the bidder. The bid Envelope shall be clearly marked

"Sealed Bid - LAPLACE (PEAVINE) BOAT LAUNCH REPAIRS AND IMPROVEMENTS"

The Bidding Documents (including construction drawings and specifications) may be examined at the Owner's office located at 1801 W. Airline Highway LaPlace, LA 70068 or at the office of the engineer, Burk-Kleinpeter, Inc., located at 4176 Canal Street New Orleans, LA 70119.

Copies of the bidding documents may be obtained at the Engineer's office located at 4176 Canal Street New Orleans, LA 70119 upon non-refundable fee of \$52 for each complete set. Plans and specifications will be available until twenty-four (24) hours before the bid opening. In accordance with Louisiana R. S. 38:2212, there will be a non-refundable fee on all documents. Bidding Documents may also be viewed at www.centralbidding.com and www.sjbparish.com.

The Owner reserves the right to reject any and all bids for just cause. Such actions shall be in accordance with Louisiana R.S. 38:2214.

An optional Pre-Bid Conference of Prime Bidders will be held on Thursday, May 14, 2015 at 10:00 AM in the Parish Council Chambers at 1801 W. Airline Highway, LaPlace, LA 70068. An optional site visit will follow the Pre-Bid Meeting.

The Owner requires that each bidder attach to his bid a certified check, cashier's check, or bid bond equivalent to 5% of the total bid as evidence of good faith of the bidder. Sureties used for obtaining bonds must appear as acceptable on the U. S. Department of the Treasury' Circular 570.

No bidder may withdraw his/her bid within forty-five (45) days after the actual date of the opening thereof except as provided by law.

The Attention of Bidders is called particularly to the requirements for conditions of employment to be observed and minimum wage rates to be paid under the Contract, Section 3, Segregated Facilities, Section 109, Executive Order 11246, and all applicable laws and regulations of the Federal government and State of Louisiana and bonding and insurance requirements.

Any person with disabilities requiring special accommodations must contact the Parish of St. John the Baptist no later than seven (7) days prior to bid opening.

This bid can be submitted online at: <http://www.centralauctionhouse.com>

PUBLISH: 4/29, 5/6, 5/13

END OF SECTION 00 11 16

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids: The Parish of St. John the Baptist (herein called the "Owner"), invites bids on the form attached hereto. All blanks must be appropriately filled in. Bids will be received by the Owner at the Purchasing and Procurement Department until 2:45 p.m. CST, the 2 day of June, 2015, and then at said office publicly opened and read aloud at 3:00 p.m. CST that same day. The envelopes containing the bids must be sealed, addressed to Brian Nunes at 1801 W. Airline Highway LaPlace, LA 70068 and designated as bid for LaPlace (Peavine) Boat Launch Repairs and Improvements.

The Owner may reject any and all bids for just cause; such actions will be in accordance with Title 38 of the Louisiana Revised Statutes. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof except as provided by law.

2. Preparation of Bid: Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the bidder's name and address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. Subcontractors: The bidder is specifically advised that any person for or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

4. Method of Bidding: The Owner invites the following bid(s):

Hardcopy Submissions
Electronic Bids via Central Auction House

5. Determination of Unit and Extended Prices: In unit price bids, the total amount bid shall be in the sum of the correct extensions of the unit price bid on each item of work multiplied by the approximate quantity of work shown for the respective item. Each extension shall be carried to one hundredth of a dollar, and the last digit in the extension (or cents' place) shall not be rounded off.
6. Erasures: The bid submitted must not contain erasures. Any and all interlineations or other corrections shall be suitably authenticated by affixing in the margin immediately opposite the correction the initials of the person or persons signing the bid.
7. Prices: In the event of a discrepancy between the prices quoted in words and those quoted in figures in the bid, the words shall control. The prices are to include the furnishing of all materials, plant, equipment, tools, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the contract documents.
8. Qualifications of Bidder: The Owner may make such investigations deemed necessary to

determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is responsible and is properly qualified to carry out the obligations of the contract and complete the work contemplated therein. Any conditions placed on a submitted bid shall result in rejection of such bid.

9. Bid Security: Each bid must be accompanied by cashier's check, certified check of the bidder, or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5 percent of the bid. Such cashier's check, certified checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cashier's checks, certified checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 45 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.
10. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds within 10 days after he receives notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.
11. Time of Completion and Liquidated Damages: Bidder must agree to fully complete the project within 120 consecutive calendar days thereafter. Bidder must agree to pay as liquidated damages the sum of \$500 for each consecutive calendar day thereafter until acceptance as hereinafter provided.
12. Conditions of Work: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
13. Addenda and Interpretations: No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Burk-Kleinpeter, Inc., at 4176 Canal Street New Orleans, LA 70119 and to be given consideration must be received at least five (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids.

Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

14. Security for Faithful Performance: Simultaneously with his delivery of the executed contract, the successful bidder shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract

and furnishing materials in connection with this contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Only those surety companies currently on the U. S. Department of Treasury Financial Management Services list (Circular 570) of approved bonding companies will be accepted. The agent selling the bond must be currently licensed to do business in Louisiana. This will be verified by the Owner.

The successful bidder will be required to file a performance bond in the full amount (100-percent) of the contract price for the full period of the contract and a payment bond in the full amount (100-percent) of the contract price for the full period of the contract.

15. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
16. Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and rules and regulations of authorities having jurisdiction over construction of the project shall apply to the contract throughout, and will be deemed to be included in the contract the same as written herein in full.
17. Method of Award: The contract, if awarded, will be awarded to the lowest responsive and responsible bidder.
18. Obligation of Bidder: At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to his bid.
19. Louisiana License Requirements: Only Bids of Contractors licensed under LSA R.S. - 37:2150 et seq., will be considered. Licensing is supervised by the Louisiana Licensing Board for Contractors, Baton Rouge, Louisiana. Contractors desiring to bid must verify proof of a valid license for the Project Classification, see Section 00 11 16-1, upon receiving of bids.
20. Pre-Bid Conference: An optional Pre-Bid Conference will be held at 10:00 A. M. on 05/14/2015 at 1801 W. Airline Highway LaPlace, LA 70068 as listed in Section 00 11 16 INVITATION FOR BIDS. Representatives of Burk-Kleinpeter, Inc. will be present to discuss the Project and answer questions. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and to receive comments and information from interested Bidders. Subcontractors and suppliers are encouraged to attend and participate in the conference. Contractors and subcontractors shall be responsible for all matters discussed at the Pre-Bid Conference as well as decisions made at that time.

END OF SECTION 00 21 13

SECTION 00 41 33

LOUISIANA UNIFORM PUBLIC WORK BID FORM

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St John the Baptist Parish
1801 W. Airline Highway
LaPlace LA 70068
Purchasing & Procurement Department

BID FOR: LaPlace (Peavine) Boat Launch Repairs
and Improvements
Project Number

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: _____

Burk-Kleinpeter, Inc. and dated: _____

(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) _____ N/A _____

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

_____ Dollars (\$ _____)

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 (\$ _____ N/A _____)

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

_____ N/A _____ Dollars (\$ _____ N/A _____)

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

_____ N/A _____ Dollars (\$ _____ N/A _____)

NAME OF BIDDER: _____ N/A _____

ADDRESS OF BIDDER: _____ N/A _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____ N/A _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____ N/A _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____ N/A _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____ N/A _____

DATE: _____ N/A _____

* 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.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O).

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: St John the Baptist Parish
 1801 W. Airline Highway
 LaPlace LA 70068
 Purchasing & Procurement Department

BID FOR: LaPlace (Peavine) Boat Launch Repairs
 and Improvements
 Project Number

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: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Mobilization				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
1	Lump	Lump Sum		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Class "B" Treated Timber Piles				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
2	800	Linear Feet		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Treated Timber				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
3	4.50	MFBM		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Galvanized Steel Fabrications				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
4	1,400	Pounds		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Dredging				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
5	3,525	Cubic Yard		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Navigation Buoy w/Light Assembly				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
6	8	Each		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Exterior Lighting				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
7	1	Lump Sum	\$5,776.51	\$5,776.51
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Hydro Seeding				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
8	2.45	Acre		

Wording for "DESCRIPTION" is to be provided by the Owner. All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner;

END OF SECTION 00 41 33

SECTION 00 45 43

CORPORATE RESOLUTION

Excerpt from minutes of meeting of the board of directors of

_____.

At the meeting of directors of _____,

duly noticed and held on _____, 20____, a quorum being there present, on motion duly made and Seconded. It was:

RESOLVED. That _____, be and is hereby appointed, constituted and designated as agent and attorney-in-fact of the corporation with full power and authority to act on behalf of this corporation in all negotiations, bidding, concerns and transactions with the Parish of Ascension or any of its agencies, departments, employees or agents, including but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefor all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this corporation hereby ratifying, approving, confirming and accepting each and every such act performed by said agent and attorney-in-fact.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the board of directors of said corporation, and the same has not been revoked or rescinded.

Secretary-Treasurer

Date

END OF SECTION

SECTION 00 52 13

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20 ____, by
and between _____,
(Corporate Name of Owner)

herein called "Owner," acting herein through its _____

_____, and
(Title of Authorized Official)

_____ a corporation, a partnership, an

individual doing business as _____
(Strike Out Inapplicable Terms)

of _____, Parish of _____, and State of _____,

hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

hereinafter called the project, for the sum of _____ Dollars (\$_____) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the contract; and at his/her (its/their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the General conditions and Supplemental General Conditions and Special Conditions _____ prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by _____, herein entitled the Architect/ Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner to fully complete the project within 120 consecutive calendar days thereafter. The Contractor further agrees to pay, as Liquidated Damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided for herein.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in "Payment to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST:

(Owner)

(Secretary) By _____

(Witness) _____
(Title)

(Seal)

(Contractor)

(Secretary) By _____

(Witness) _____
(Title)

(Address and Zip Code)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

END OF SECTION 00 52 13

SECTION 00 61 13.13

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____ (Name of Contractor) _____
(Address of Contractor) a _____ (Corporation,
Partnership, or Individual), hereinafter called Principal, and _____ (Name of Surety)
_____ (Address of Surety) hereinafter called Surety, are
held and firmly bound unto _____ (Name of Owner)
_____ (Address of Owner)
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, 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:

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 during the one year guaranty period, 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 outlay and expense which the Owner may incur in making good any default, 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 _____ (Number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(PRINCIPAL) SECRETARY

(SEAL)

PRINCIPAL (BIDDER)

By: _____
AUTHORIZED OFFICER-OWNER-PARTNER

WITNESS AS TO PRINCIPAL

ADDRESS

ATTEST:

SURETY

By: _____ (SEAL)
ATTORNEY-IN-FACT

WITNESS AS TO SURETY

TYPED OR PRINTED NAME

COUNTERSIGNATURE

I certify that I am, as of the date of this Bond, contracted with the surety company or bond issuer as an agent of the company or issuer as a licensed agent in the State of Louisiana in good standing with the Louisiana Insurance Commission.

ADDRESS

By: _____

TYPED OR PRINTED NAME

AGENT LICENSE NUMBER

NAME OF AGENCY

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

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to on behalf of said corporation by authority of this governing body.

Signature : _____

Title: _____

(Corporate Seal)

CERTIFICATE AS TO SURETY

I, _____, certify that I am the _____ (Title) of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.

Signature: _____

Title: _____

Power of Attorney for person signing for surety company must be attached to bond.

END OF SECTION 00 61 13.13

SECTION 00 61 13.16

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____ (Name of Contractor)
_____ (Address of Contractor a
_____ (Corporation, Partnership, or Individual),
hereinafter called Principal, and _____ (Name of Surety)
_____ (Address of Surety) hereinafter called Surety, are
held and firmly bound unto _____ (Name of Owner)
_____ (Address of Owner) 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, 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:

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.

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 _____ (Number) counterparts, each one of
which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(PRINCIPAL) SECRETARY

(SEAL)

WITNESS AS TO PRINCIPAL

ATTEST:

WITNESS AS TO SURETY

PRINCIPAL (BIDDER)

By: _____
AUTHORIZED OFFICER-OWNER-PARTNER

ADDRESS

SURETY

By: _____ (SEAL)
ATTORNEY-IN-FACT

TYPED OR PRINTED NAME

COUNTERSIGNATURE

I certify that I am, as of the date of this Bond, contracted with the surety company or bond issuer as an agent of the company or issuer as a licensed agent in the State of Louisiana in good standing with the Louisiana Insurance Commission.

By: _____

ADDRESS

TYPED OR PRINTED NAME

AGENT LICENSE NUMBER

NAME OF AGENCY

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

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to on behalf of said corporation by authority of this governing body.

Signature : _____

Title: _____

(Corporate Seal)

CERTIFICATE AS TO SURETY

I, _____, certify that I am the _____ (Title) of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.

Signature: _____

Title: _____

Power of Attorney for person signing for surety company must be attached to bond.

END OF SECTION 00 61 13.16

SECTION 00 61 26

BID BOND FORMS

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____, as Surety, are hereby held and firmly bound into _____, as owner in the penal sum of _____ for which, well and truly to be made, hereby jointly and severally bind ourselves, our heirs, executives, administrators, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the _____.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees, that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed these presents to be signed by their proper officers, the day and year first set forth herein above.

Principal: _____ (L.S.)

Surety: _____

By: _____

SEAL

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for, and on behalf of said corporation by authority of this governing body.

Signature: _____

Title: _____
(Corporate Seal)

CERTIFICATE AS TO SURETY

I, _____, certify that I am the _____ (Title) _____ of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.

Signature: _____

Title: _____

Power of Attorney for person signing for surety company must be attached to bond.

END OF SECTION 00 61 26

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 Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

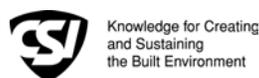
AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute
Edited And Adopted For Use By Burk-Kleinpeter, Inc.
February 2003

Copyright ©2002

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

TABLE OF CONTENTS

Page

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY	6
1.01 <i>Defined Terms</i>	6
1.02 <i>Terminology</i>	8
ARTICLE 2 - PRELIMINARY MATTERS	9
2.01 <i>Delivery of Bonds and Evidence of Insurance</i>	9
2.02 <i>Copies of Documents</i>	9
2.03 <i>Commencement of Contract Times; Notice to Proceed</i>	9
2.04 <i>Starting the Work</i>	9
2.05 <i>Before Starting Construction</i>	9
2.06 <i>Preconstruction Conference</i>	9
2.07 <i>Initial Acceptance of Schedules</i>	9
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	10
3.01 <i>Intent</i>	10
3.02 <i>Reference Standards</i>	10
3.03 <i>Reporting and Resolving Discrepancies</i>	10
3.04 <i>Amending and Supplementing Contract Documents</i>	11
3.05 <i>Reuse of Documents</i>	11
3.06 <i>Electronic Data</i>	11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS	11
4.01 <i>Availability of Lands</i>	11
4.02 <i>Subsurface and Physical Conditions</i>	12
4.03 <i>Differing Subsurface or Physical Conditions</i>	12
4.04 <i>Underground Facilities</i>	13
4.05 <i>Reference Points</i>	13
4.06 <i>Hazardous Environmental Condition at Site</i>	13
ARTICLE 5 - BONDS AND INSURANCE	14
5.01 <i>Performance, Payment, and Other Bonds</i>	15
5.02 <i>Licensed Sureties and Insurers</i>	15
5.03 <i>Certificates of Insurance</i>	15
5.04 <i>Contractor's Liability Insurance</i>	15
5.05 <i>Owner's Liability Insurance</i>	16
5.06 <i>Property Insurance</i>	16
5.07 <i>Waiver of Rights</i>	17
5.08 <i>Receipt and Application of Insurance Proceeds</i>	17
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i>	18
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i>	18
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES	18
6.01 <i>Supervision and Superintendence</i>	18
6.02 <i>Labor; Working Hours</i>	18
6.03 <i>Services, Materials, and Equipment</i>	18
6.04 <i>Progress Schedule</i>	19
6.05 <i>Substitutes and "Or-Equals"</i>	19
6.06 <i>Concerning Subcontractors, Suppliers, and Others</i>	20
6.07 <i>Patent Fees and Royalties</i>	21
6.08 <i>Permits</i>	21
6.09 <i>Laws and Regulations</i>	21
6.10 <i>Taxes</i>	22
6.11 <i>Use of Site and Other Areas</i>	22
6.12 <i>Record Documents</i>	22
6.13 <i>Safety and Protection</i>	22
6.14 <i>Safety Representative</i>	23
6.15 <i>Hazard Communication Programs</i>	23

6.16	<i>Emergencies</i>	23
6.17	<i>Shop Drawings and Samples</i>	23
6.18	<i>Continuing the Work</i>	24
6.19	<i>Contractor's General Warranty and Guarantee</i>	24
6.20	<i>Indemnification</i>	25
6.21	<i>Delegation of Professional Design Services</i>	25
ARTICLE 7 - OTHER WORK AT THE SITE		26
7.01	<i>Related Work at Site</i>	25
7.02	<i>Coordination</i>	26
7.03	<i>Legal Relationships</i>	26
ARTICLE 8 - OWNER'S RESPONSIBILITIES		26
8.01	<i>Communications to Contractor</i>	26
8.02	<i>Replacement of Engineer</i>	26
8.03	<i>Furnish Data</i>	26
8.04	<i>Pay When Due</i>	26
8.05	<i>Lands and Easements; Reports and Tests</i>	27
8.06	<i>Insurance</i>	27
8.07	<i>Change Orders</i>	27
8.08	<i>Inspections, Tests, and Approvals</i>	27
8.09	<i>Limitations on Owner's Responsibilities</i>	27
8.10	<i>Undisclosed Hazardous Environmental Condition</i>	27
8.11	<i>Evidence of Financial Arrangements</i>	27
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION.....		27
9.01	<i>Owner's Representative</i>	27
9.02	<i>Visits to Site</i>	27
9.03	<i>Project Representative</i>	27
9.04	<i>Authorized Variations in Work</i>	28
9.05	<i>Rejecting Defective Work</i>	28
9.06	<i>Shop Drawings, Change Orders and Payments</i>	28
9.07	<i>Determinations for Unit Price Work</i>	28
9.08	<i>Decisions on Requirements of Contract Documents and Acceptability of Work</i>	28
9.09	<i>Limitations on Engineer's Authority and Responsibilities</i>	28
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS		29
10.01	<i>Authorized Changes in the Work</i>	29
10.02	<i>Unauthorized Changes in the Work</i>	29
10.03	<i>Execution of Change Orders</i>	29
10.04	<i>Notification to Surety</i>	29
10.05	<i>Claims</i>	29
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK.....		30
11.01	<i>Cost of the Work</i>	30
11.02	<i>Allowances</i>	31
11.03	<i>Unit Price Work</i>	32
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES		32
12.01	<i>Change of Contract Price</i>	32
12.02	<i>Change of Contract Times</i>	33
12.03	<i>Delays</i>	33
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....		33
13.01	<i>Notice of Defects</i>	33
13.02	<i>Access to Work</i>	33
13.03	<i>Tests and Inspections</i>	34
13.04	<i>Uncovering Work</i>	34
13.05	<i>Owner May Stop the Work</i>	34
13.06	<i>Correction or Removal of Defective Work</i>	34
13.07	<i>Correction Period</i>	35
13.08	<i>Acceptance of Defective Work</i>	35
13.09	<i>Owner May Correct Defective Work</i>	35
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION		36
14.01	<i>Schedule of Values</i>	36
14.02	<i>Progress Payments</i>	36
14.03	<i>Contractor's Warranty of Title</i>	37
14.04	<i>Substantial Completion</i>	38

14.05	<i>Partial Utilization</i>	38
14.06	<i>Final Inspection</i>	38
14.07	<i>Final Payment</i>	38
14.08	<i>Final Completion Delayed</i>	39
14.09	<i>Waiver of Claims</i>	39
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION.....		40
15.01	<i>Owner May Suspend Work</i>	40
15.02	<i>Owner May Terminate for Cause</i>	40
15.03	<i>Owner May Terminate For Convenience</i>	40
15.04	<i>Contractor May Stop Work or Terminate</i>	41
ARTICLE 16 - DISPUTE RESOLUTION		41
16.01	<i>Methods and Procedures</i>	41
ARTICLE 17 - MISCELLANEOUS		41
17.01	<i>Giving Notice</i>	41
17.02	<i>Computation of Times</i>	41
17.03	<i>Cumulative Remedies</i>	41
17.04	<i>Survival of Obligations</i>	42
17.05	<i>Controlling Law</i>	42
17.06	<i>Headings</i>	42

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms**

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *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.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

* See SC-1.01 of Supplemental Conditions

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given 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 under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--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.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--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.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *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.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *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 at the Site.

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, 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 thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, 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 any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and 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.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. 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 requirements of and information in the Contract Documents and conformance with the design concept of the completed 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. 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 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which 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 Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed **

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

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 Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work ***

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction ****

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 Documents;

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.

2.06 *Preconstruction Conference*

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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial 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 for acceptability to Engineer as provided

* See SC-2.03 of Supplemental Conditions

** See SC-2.04 of Supplemental Conditions

*** See SC-2.05B of Supplemental Conditions

below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall 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 component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one 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. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

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

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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 or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

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 knew 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 Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, 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 Engineer's consultants, including electronic media editions; or

2. reuse any of 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 adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or

Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor 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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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 the Work is to be performed 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.

4.02 *Subsurface and Physical Conditions*

*A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

**B. *Limited Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities 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; or

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.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice*: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

1. is of such a nature as to require a change in the Contract Documents; or

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 and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and

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 Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final 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

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or

* See SC-4.02A of Supplemental Conditions

** See SC-4.02B of Supplemental Conditions

Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

**A. Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall,

*** See SC-4.04.A of Supplemental Conditions**

promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner 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.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not

Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities 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; or

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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, 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 a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

5.01 *Performance, Payment, and Other Bonds*

*A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

**B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional

insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

***A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed 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:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

****B. The policies of insurance required by this Paragraph 5.04 shall:

*** See SC-5.04.A of Supplemental Conditions

**** See SC-5.04.B of Supplemental Conditions

* See SC-5.01.A of Supplemental Conditions

** See SC-5.01.B of Supplemental Conditions

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

*A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

~~**B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and~~

* See SC-5.06.A of Supplemental Conditions

** See SC-5.06.B of Supplemental Conditions

~~Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.~~

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

*D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified 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.

~~**E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.~~

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and

* See SC-5.06.D of Supplemental Conditions

** See SC-5.06.E of Supplemental Conditions

damages caused by, arising out of or resulting from any of the perils 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 Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss 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 perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *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 at all times maintain good discipline and order at the Site.

*B. 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 shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *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.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer,

* See SC-6.02.B of Supplemental Conditions

** See SC-6.03.A of Supplemental Conditions

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 shall 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.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it 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) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

* See SC-6.04.A.1 of Supplemental Conditions

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not 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

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or

equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the 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.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or

entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer 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:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer 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.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, 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 any of the perils or causes of loss covered by such policies and any other property

insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *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 a particular 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 shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *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. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

*B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 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.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 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 by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall 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 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 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 property to stresses or pressures that will endanger it.

6.12 Record Documents

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

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

* See SC-6.04.A.1 of Supplemental Conditions

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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. 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. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.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 (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , 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).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of 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.

6.16 *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 threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will 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 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. 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 6.17.D.

B. 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. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 (except where a particular

means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

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.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 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 and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper 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.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's

obligation to perform the Work in accordance with the Contract Documents:

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 or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury 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 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 .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees 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 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner’s employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. 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 their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

*A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

**B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor’s actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor’s action or inactions.

ARTICLE 8 - OWNER’S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

* See SC-7.02.A of Supplemental Conditions

** See SC-7.02.B of Supplemental Conditions

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *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 Documents and will not be changed without written consent of Owner and Engineer.

9.02 *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 9.09. 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.

9.03 *Project Representative**

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the

*** See SC-9.03 of Supplemental Conditions**

responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. 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, subject to the provisions of Paragraph 10.05.

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 shall 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 respon-

sible 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 Paragraph 14.07.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 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the 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; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice 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) is required by the provisions of any bond to be given to a surety, 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.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied

by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,
2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

*E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

*** See SC-10.05.E of Supplemental Conditions**

**ARTICLE 11 - COST OF THE WORK;
ALLOWANCES; UNIT PRICE WORK**

11.01 Cost of the Work

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than

those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

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, who 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 shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including 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, and hand tools not owned by the workers, 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.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, 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 property insurance established in accordance with Paragraph 5.06.D), 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall 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 telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. 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.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 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

1. Contractor agrees that:

a. 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

b. 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 on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

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

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall 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 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five 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 Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays**

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor

as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, 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 the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

*** See SC-12.03.F and SC-12.03.G of Supplemental Conditions**

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
3. as otherwise specifically provided in the Contract Documents.

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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. 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, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay 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 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. 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, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *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, 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 shall 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.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay 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 correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If 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. 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service 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 .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, 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.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay 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) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *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 rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, 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 and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. 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. 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 shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, 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 on the Site 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

* See SC-14.02.A.1 of Supplemental Conditions

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 Documents; or

b. that 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, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of 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 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

**C. Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. 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;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor corrects to Owner's satisfaction the reasons for such action.

*** See SC-14.02.C Supplemental Conditions**

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

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 tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 14.04 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 5.10 regarding property insurance.

14.06 *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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible 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.

B. Engineer's Review of Application and Acceptance

1. 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

* See SC-14.07.A of Supplemental Conditions

Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed***

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with

* See SC-14.07.C of Supplemental Conditions

** See SC-14.08 of Supplemental Conditions

the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. 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

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven 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;

3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven 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 15.03.

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, seven 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 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the

Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

~~*C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:~~

~~1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or~~

~~2. agrees with the other party to submit the Claim to another dispute resolution process, or~~

~~3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.~~

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents 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.

* See SC-16.01.C Supplemental Conditions

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto 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 Documents. 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.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in

accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings**

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

*** See SC-17.07 of Supplemental Conditions.**

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS
TO THE
STANDARD GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT
(C-700, 2002 EDITION)

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (C-700, 2002 Edition) and other provisions of the Contract Documents as indicated herein. All provisions which are not so amended or supplemented remain in full force and effect. Revision Date: February 2003.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (C-700, 2002 Edition, as edited for use by Burk-Kleinpeter, Inc. [February 2003]) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01

The items used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (C-700, 2002 Edition, as edited for use by Burk-Kleinpeter, Inc. [February 2003]) have the meanings assigned to them in the General Conditions.

Add the following definitions:

"Easement/Servitude - The burden placed on property due to specified rights to its use. The terms may be used interchangeably."

"Record Drawing - The engineering plans, amended for the changes incorporated during construction."

"Special Provision - The part of the Contract Documents which emphasizes, specifies or advises the Contractor of special items or circumstances particular to the project or amends or supplements General Conditions and Supplementary Conditions."

SC-2.03.

Refer to paragraph GC 2.03. The seventh line of this paragraph is amended to read as follows:

".....later than the one hundred-twentieth (120th) day after day of Bid opening....."

and so amended paragraph 2.03. remains in effect.

SC-2.04.

Amend the first sentence of paragraph 2.04. of General Conditions to read as follows:

"CONTRACTOR shall start to perform the Work within ten (10) calendar days of the date when....."

and so amended paragraph 2.04. remains in effect.

SC-2.05.B

Add the following paragraph SC-2.05.B at the end of this Section.

"2.05.B. *Evidence of Insurance*: All liability, property and other insurance specified in Contract Documents shall be purchased and maintained by CONTRACTOR as set forth in Article 5 (unless otherwise specified in the Special Provisions). CONTRACTOR shall deliver the required insurance certificates for the project to the ENGINEER within seven (7) calendar days of the execution of the Agreement. Failure to comply with this requirement will delay issuance of the Notice to Proceed."

SC-4.02.A.

Amend the first line of paragraph 4.02.A. of General Conditions to read as follows:

"The Special Provisions identify:"

and so amended paragraph 4.02.A. remains in effect.

SC-4.02.B.

Amend the fifth line of paragraph 4.02.B. of General Conditions to read as follows:

"Such "technical data" is identified in the Special Provisions."

and so amended paragraph 4.02.B. remains in effect.

SC-4.04.A.

Amend the last sentence of paragraph 4.04.A. of General Conditions to read as follows:

"Unless it is otherwise expressly provided in the Special Provisions:"

and so amended paragraph 4.04.A. remains in effect.

SC-5.01.A.

The first sentence of paragraph 5.01.A. of General Conditions shall be amended to read as follows:

"CONTRACTOR shall purchase and maintain performance....."

Also, the sixth line of paragraph 5.01.A. of General Conditions shall be amended to read as follows:

"one year after the date of Official OWNER acceptance, except"

and so amended paragraph 5.01.A. remains in effect.

SC-5.01.B.

After the first sentence of paragraph 5.01.B. of the General Conditions add the following additional requirements:

"All Bonds shall be in the forms prescribed by Law or Regulations or by the Contract Documents and shall be executed by such sureties as (i) are licensed to conduct business in the state where the Project is located, (ii) are approved by the Louisiana State Insurance Commissioners and (iii) sureties shall have at least an "A" or better financial rating and a Class 8 or better General Policy holder rating according to the latest A.M. Best Company ratings."

and so amended paragraph 5.01.B. remains in effect.

SC-5.04.A.

The insurance requirements in Article 5.04.A. of General Conditions are hereby modified. All liability and property insurance shall be purchased and maintained by CONTRACTOR as set forth herein.

Satisfactory certificates of insurance shall be filed with OWNER/ ENGINEER prior to starting any construction work on this contract. Applicable provisions of General Conditions 5.04.A. shall govern the purchase of all insurance coverage.

"5.04.A.1 & 5.04.A.2. Workmen's Compensation and Employer's Liability:

This insurance shall protect CONTRACTOR against all claims under applicable state workmen's compensation laws. CONTRACTOR shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be not less than:

Workmen's compensation	Statutory
Employer's liability	\$100,000 each occurrence

5.04.A.3. through 5.04.A.5. Comprehensive General Liability: This insurance shall be written in comprehensive form and shall protect CONTRACTOR against all claims arising from injuries to persons other than his employees or damage to property of OWNER or others arising out of any act or omission of CONTRACTOR or his agents, employees, or Subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by CONTRACTOR under the indemnification provisions in General Conditions, and "Completed Operations and Products Liability" coverage (to remain in force during the correction period). To the extent that CONTRACTOR's work, or work under his direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

Combined single limits of \$500,000.00 each occurrence and \$1,000,000 aggregate for Bodily Injury and Property Damage.

5.04.A.6. Comprehensive Automobile Liability: This insurance shall be written in comprehensive form and shall protect CONTRACTOR against all claims for injuries to members

of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall be not less than:

Combined single limit of \$500,000.00 each occurrence and \$500,000 aggregate for Bodily Injury and Property Damage.

5.04.A.7. Umbrella Liability Policy: This insurance shall protect CONTRACTOR against all claims in excess of the limits provided under the workmen's compensation and employer's liability, comprehensive automobile liability, and general liability policies. The liability limits of the umbrella liability policy shall not be less than \$5,000,000."

and so amended paragraph 5.04.A. remains in effect.

SC-5.04.B.

The contractual liability required by paragraph 5.04.B.2. of General Conditions shall provide coverage for not less than the following amounts:

"5.04.B.2.1. Bodily Injury:	\$500,000	each occurrence
	\$1,000,000	aggregate
5.04.B.2.2. Property Damage	\$250,000	each occurrence
	\$500,000	aggregate"

Amend the first line of the paragraph following paragraph 5.04.B.6. of General Conditions to read as follows:

"Remain in effect until Official OWNER acceptance and at all times thereafter..."

Amend the third and fourth lines of the paragraph 5.04.B.7. of General Conditions to read as follows:

"...remain in effect for at least two years after Official OWNER acceptance..."

and so amended Article 5.04.B. of General Conditions remains in effect.

SC-5.06.A.

Change the first sentence of paragraph 5.06.A to read as follows:

"5.06.A. CONTRACTOR shall purchase and maintain, from effective date of agreement to official OWNER acceptance, property insurance upon the Work at the site..."

Add paragraph 5.06.A.8 of General Conditions to read as follows:

Installation Floater: This insurance shall protect CONTRACTOR, OWNER and ENGINEER from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in approved warehouses or approved storage areas, during installation, during testing, and after the Work is completed. It shall be of the "all-risks"

type, with coverage designed for the circumstances which may occur in the particular Work included in this contract. The coverage shall be for an amount not less than the insurable value of the Work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the OWNER-furnished equipment and materials (if any) to be erected or installed by CONTRACTOR not otherwise insured under builder's risk insurance.

Installation floater insurance shall provide for losses to be payable to CONTRACTOR, OWNER and ENGINEER as their interest may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the CONTRACTOR, OWNER and ENGINEER.

Certificates of insurance covering installation floater insurance shall quote the insuring agreement and all exclusions as they appear in the policy; or in lieu of certificates, copies of the complete policy may be submitted."

SC-5.06.B.

Delete entire paragraph 5.06.B. of General Conditions.

SC-5.06.D.

Add the following language at the end of paragraph 5.06.D. of General Conditions:

"No property insurance required by Contract Documents shall have deductible amount in excess of \$5,000.00."

SC-5.06.E.

Delete entire paragraph 5.06.E. of General Conditions.

and so amended Article 5.06. of General Conditions remains in effect.

SC-6.02.B.

The following paragraph shall be added at the end of paragraph 6.02.B. of General Conditions:

"6.02.B.1. Overtime Work: No work shall be done between 6:00 P.M. and 7:00 A.M. nor on Sundays or legal holidays without permission of OWNER. However, emergency work may be done without prior permission.

Night work may be undertaken as a regular procedure with the permission of OWNER; such permission, however, may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.

The CONTRACTOR shall establish a normal work schedule which does not exceed 40 hours per week.

and so amended Article 6.02.B. of General Conditions remains in effect.

SC-6.03.A.

Add the following language at the end of paragraph 6.03.A. of General Conditions:

"Except for items specifically identified as provided by OWNER, CONTRACTOR shall pay for all labor, materials and other costs incurred under this contract."

and so amended paragraph 6.03.A. remains in effect.

SC-6.04.A.1.

At the end of paragraph 6.04.A.1. of General Conditions to read as follows:

"Contractor shall submit adjustments in the progress schedule every thirty (30) days or as directed by ENGINEER to reflect the impact thereon of new developments."

and so amended paragraph 6.04.A. remains in effect.

SC-6.09.B.

The words "knowing or having reason to know" in the first and second line of paragraph 6.09.B. of the General Conditions shall be substituted with "knowing or should have known."

and so amended paragraph 6.09.B will remain in effect.

SC-7.02.A.

The words "Supplementary Conditions" in the third line of paragraph 7.02.A. of the General Conditions shall be substituted with "Special Provisions."

and so amended paragraph 7.02.A. will remain in effect.

SC-7.02.B.

The words "Supplementary Conditions" in the first line of paragraph 7.02.B. of the General Conditions shall be substituted with "Special Provisions."

and so amended paragraph 7.02.B. will remain in effect.

SC-9.03.

The paragraph 9.03. of General Conditions shall be amended by adding, at the end of the paragraph, the following language:

"ENGINEER may furnish a Resident Project Representative and assistants to aid ENGINEER in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of the Resident Project Representative are set forth in Exhibit A attached to these Supplementary Conditions."

and so amended paragraph 9.03. will remain in effect.

SC-10.05.E.

The words "will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke" in the third line of paragraph 10.05.E. of the General Conditions shall be substituted with "will not be final and binding upon Owner and Contractor, the Owner or Contractor may invoke "

and so amended paragraph 10.05.E will remain in effect.

SC-12.03.F and SC-12.03.G.

Add the following articles 12.03.F and 12.03.G. after paragraph 12.03.E. of General Conditions.

"12.03.F. CONTRACTOR shall accept the risk of any delays caused by the rate of progress of the Work to be performed under other Sections of this contract or other contracts. In the event CONTRACTOR is delayed in the prosecution and completion of the Work because of such conditions, CONTRACTOR shall have no claim against OWNER for damages or contract adjustment other than an extension of Contract Time and waiving of liquidated damages during the period occasioned by the delay.

12.03.G. Time limitations required by OWNER shall be for the benefit of OWNER and CONTRACTORS under other Sections of this contract or other contracts who have entered into such contracts with OWNER in reliance on the time limitations set forth in these Contract Documents. Any claim by CONTRACTOR for damages due to delay by another contractor shall be asserted against that CONTRACTOR."

and so amended paragraph 12.03. remains in effect.

SC-14.02.A.1.

Add article 14.02.A.1.a. and 14.02.A.1.b. immediately after paragraph 14.02.A.1. of General Conditions, as follows:

"14.02.A.1.a. Schedules: Each Application for Progress Payment shall be accompanied by CONTRACTOR's updated schedule of operations, or progress report, with such shop drawing schedules, procurement schedules, value of material on hand included in application, and other data specified in Division 1 or reasonably required by ENGINEER.

14.02.A.1.b. Payment for Material on Hand:

- (a) General: When approved by the ENGINEER, advance payments may be made for fabricated or manufactured materials that are to be incorporated in the project when such materials are stockpiled or stored on the project or in acceptable facilities outside the limits of the project within a 50 mile radius. These materials must meet the specifications; however, partial payment for materials on hand will not constitute acceptance. It shall be the CONTRACTOR's responsibility to protect the material from damage while in storage. Payments shall be limited to those materials described herein that are durable in nature and must represent a SIGNIFICANT portion of the project cost. Further, on lump sum contracts or lump sum bid items, payments shall be limited

to those materials which are specifically identified by a separate line item on the schedule of values. Perishable articles, small warehouse items, reinforcing steel and natural materials such as aggregate, stone, expanded clay, river sand, crushed rock and recycled concrete will not be included.

Payment for materials, unless otherwise stated in the specifications, shall be the invoice price for the material. For fabricated materials purchased from commercial sources and delivered to approved storage, payment for material on hand may be the invoice price plus freight and taxes. The quantity of materials for payment will not exceed the total estimated quantity required to complete the project and the invoice values will not exceed the appropriate portion of the contract item in which such materials are to be incorporated.

The amounts advanced on stockpiles or stored materials will be recovered by the OWNER through deductions made on construction estimates and payments as the materials are incorporated in the work.

Payment for material on hand must be requested by the CONTRACTOR in writing and the following documents must be furnished before approval is recommended:

- (1) Written consent from the CONTRACTOR's surety for the OWNER to make such partial payment.
- (2) A copy of the original invoices from the supplier or manufacturer verifying the cost and quantity of material, and identifying the material by serial number or other appropriate description.
- (3) If storage is on private property, a copy of the lease or agreement granting the OWNER right of entry to the property.

Within thirty (30) days after payment by the OWNER, the CONTRACTOR shall submit a copy of certified invoice statement for each item for which payment has been made. If this certification of payment is not presented within the thirty (30) day period, the advance payment will be deducted from future progress payments.

Title and ownership of materials for which advancements have been made by the OWNER shall not vest in the OWNER until such materials are actually incorporated in the work and the work accepted by the OWNER and the making of advancements thereof by the OWNER shall not release the CONTRACTOR from the responsibility for any portion thereof.

- (b) Fabricated Material: This shall be fabricated or manufactured materials that are purchased by the CONTRACTOR for the project and may include but is not limited to the following:

Structural steel, fabricated structural steel items, steel piling, mechanical equipment, electrical equipment, precast and precast-prestressed concrete items including pipe, fittings, piling, girders and bridge sections, structural timber, timber piling, metal and PVC pipe and fittings."

and so amended paragraph 14.02.A.1. remains in effect.

SC-14.02.C

The beginning of the first sentence of paragraph 14.02.C.1. of General Conditions shall read as follows:

"Thirty days after presentation"

and so paragraph 14.02.C. as amended above remains in effect.

SC-14.07.A.

Add the following language after paragraph 14.07.A.3. of General Conditions:

"4. CONTRACTOR's Application for Final Payment shall also be accompanied by consent of the Surety to final payment and a clear lien and privilege certificate issued by the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish."

and so paragraph 14.07.A. as amended above remains in effect.

SC-14.07.C.

The first sentence of paragraph 14.07.C.1. of General Conditions shall be amended as follows:

Delete words "Thirty days" from beginning of first sentence of the paragraph 14.07.C.1. and insert "and in accordance with Louisiana State Public Contract Statute" before the words "will become due" in the fourth line of this paragraph.

and so paragraph 14.07.C. as amended above remains in effect.

SC-14.08.

Add the following language at the end of paragraph 14.08. of General Conditions:

"When CONTRACTOR is in default for nonperformance within the stipulated Contract Time, OWNER shall deduct the liquidated damages amount stated in the Agreement from the CONTRACTOR's payment request."

and so paragraph 14.08. as amended above remains in effect.

SC-16.01.C.

Delete entire paragraph 16.01.C. of General Conditions. Add the following new paragraph 16.01.C at the end of paragraph 16.01 of General Conditions:

C. If the Claim is not resolved by mediation, , the Owner or Contractor must within 30 days after termination of the mediation:

1. agree with the other party to submit the Claim to another dispute resolution process, or

2. give written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction. For this contract the court of competent jurisdiction shall be the Louisiana 23rd Judicial District Court.

and so amended Article 16.01. of General Conditions remains in effect.

SC-17.07.

Add the following new paragraph at the end of paragraph 17.06. of General Conditions:

"17.07. Assignment: Neither party to this contract shall assign or sublet his interest in this contract without written consent of the other, nor shall CONTRACTOR assign any moneys due or to become due him under this contract without previous written consent of OWNER, nor without the consent of the surety unless the Surety has waived its right to notice of assignment."

and so paragraph 17. as amended above remains in effect.

END OF SECTION

EXHIBIT A

Duties, Responsibilities and Limitations of Authority of Resident Project Representative

A. General

Resident Project Representative (RPR) is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison:*
 - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of 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 proper execution of the Work.
4. *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 the ENGINEER.
5. *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 portion of the Work requiring a Shop Drawing or Sample submittal for which the RPR believes that the submittal has not been approved by ENGINEER.
6. *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.
7. *Review of Work, Rejection of Defective Work*:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress 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 that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
8. *Inspections, Tests and System Start-ups*:
 - a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to 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 Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample 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 Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, 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.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

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. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to ENGINEER and OWNER copies of all inspection, test, and start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern. .

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

13. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- c. Participate in a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.

- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items), unless authorized by ENGINEER.
2. Exceed limitations of ENGINEER’s authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor’s superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawings or Sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

END OF SECTION

- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items), unless authorized by ENGINEER.
2. Exceed limitations of ENGINEER’s authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor’s superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawings or Sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

END OF SECTION

SECTION 00 73 30

**CDBG COMPLIANCE PROVISIONS
FOR
CONSTRUCTION CONTRACTS**

CONTENTS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
3. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
4. CERTIFICATION OF NONSEGREGATED FACILITIES
5. CIVIL RIGHTS
6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
7. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968-COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
8. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
9. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
10. AGE DISCRIMINATION ACT OF 1975
11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION
13. FLOOD DISASTER PROTECTION
14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
15. INSPECTION
16. REPORTING REQUIREMENTS
17. CONFLICT OF INTEREST
18. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
19. PATENTS
20. COPYRIGHT

21. TERMINATION FOR CAUSE
22. TERMINATION FOR CONVENIENCE
23. ENERGY EFFICIENCY
24. SUBCONTRACTS
25. DEBARMENT, SUSPENSION, AND INELIGIBILITY
26. PROTECTION OF LIVES AND HEALTH
27. BREACH OF CONTRACT TERMS
28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
29. CHANGES
30. PERSONNEL
31. ANTI-KICKBACK RULES
32. ASSIGNABILITY
33. INTEREST OF CONTRACTOR
34. POLITICAL ACTIVITY
35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
36. DISCRIMINATION DUE TO BELIEFS
37. CONFIDENTIAL FINDINGS
38. LOBBYING
39. FEDERAL LABOR STANDARDS PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(Applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as

a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(Applicable to contracts and subcontracts above \$10,000)

A. As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
3. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
4. "Minority" includes:
 - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
 - c. Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. When the Contractor, or any subcontractor, at anytime, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- D. The Contractor shall implement the specific affirmative action standards provided in paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under G(2) above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

12. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 14. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.
 16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
- I. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.
- K. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.
- L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246,

as amended.

- M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

3. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

(Applicable to contracts and subcontracts over \$10,000)

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: _____ (See Table Below)

Goals for female participation: _____ 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed.

With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The

hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

[This Space Left Blank Intentionally]

MINORITY PARTICIPATION GOALS

PARISH	MINORITY GOAL (%)	PARISH	MINORITY GOAL (%)	PARISH	MINORITY GOAL (%)	PARISH	MINORITY GOAL (%)
Acadia	24.1	E. Baton Rouge	26.1	Madison	27.9	St. Landry	24.1
Allen	17.8	East Carroll	27.9	Morehouse	27.9	St. Martin	24.1
Ascension	26.1	East Feliciana	30.4	Natchitoches	29.3	St. Mary	24.1
Assumption	27.7	Evangeline	24.1	Orleans	31.0	St. Tammany	31.0
Avoyelles	29.3	Franklin	27.9	Ouachita	22.8	Tangipahoa	27.7
Beauregard	17.8	Grant	25.7	Plaquemines	27.7	Tensas	27.9
Bienville	29.3	Iberia	24.1	Pointe Coupee	30.4	Terrebonne	27.7
Bossier	29.3	Iberville	30.4	Rapides	25.7	Union	27.9
Caddo	29.3	Jackson	27.9	Red River	29.3	Vermilion	24.1
Calcasieu	19.3	Jefferson	31.0	Richland	27.9	Vernon	17.8
Caldwell	27.9	Jefferson Davis	17.8	Sabine	29.3	Washington	27.7
Cameron	17.8	Lafayette	20.6	St. Bernard	31.0	Webster	29.3
Catahoula	27.9	Lafourche	27.7	St. Charles	27.7	W. Baton Rouge	26.1
Claiborne	29.3	LaSalle	27.9	St. Helena	30.4	West Carroll	27.9
Concordia	30.4	Lincoln	27.9	St. James	27.7	West Feliciana	30.4
De Soto	29.3	Livingston	26.1	St. John the Baptist	27.7	Winn	29.3

C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is *(insert description of the geographical areas where the contract is to be performed, giving the State, parish, and city, if any):*

4. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any

segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

5. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

7. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968- COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which

implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)

(Applicable to contracts and subcontracts over \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

9. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

10. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

- A. Lead-Based Paint Hazards
(Include in contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

- B. Use of Explosives (Modify as required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

- C. Danger Signals and Safety Devices (Modify as Required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night,

suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

13. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

14. ACCESS TO RECORDS--MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

15. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

16. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

17. CONFLICT OF INTEREST

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

18. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

19. PATENTS

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the

contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

22. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

23. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

24. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting

programs by any agency of the United States Government or the State of Louisiana.

- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

25. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

26. PROTECTION OF LIVES AND HEALTH

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

27. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

29. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

30. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any

contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

31. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

32. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

33. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

34. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

36. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

37. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

38. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, 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.
- B. If any funds other than federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

39. FEDERAL LABOR STANDARDS PROVISIONS

The Contractor shall abide by the requirements of the Federal Labor Standards Provisions (form HUD-4010) as follows.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in

the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all

or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually

registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29

CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions," provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate 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.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 subparagraph (1) of this paragraph, 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 by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee 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 contract, 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 in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Form HUD-4010 (07/2003) Previous edition is obsolete. Ref. Handbook 1344.1

NAME OF PROJECT

PROJECT NUMBER

ATTESTATIONS

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

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

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
- | | |
|---------------------------------------|-----------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:23) |
- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
- | | |
|---|---|
| (a) Theft (R.S. 14:67) | (f) Bank fraud (R.S. 14:71.1) |
| (b) Identity Theft (R.S. 14:67.16) | (g) Forgery (R.S. 14:72) |
| (c) Theft of a business record (R.S.14:67.20) | (h) Contractors; misapplication of payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70) | (i) Malfeasance in office (R.S. 14:134) |
| (e) Issuing worthless checks (R.S. 14:71) | |

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

- A. Appearer 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.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

**SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER**

SECTION 3 CERTIFICATION OF SELECTED BIDDER

 Name of Prime Contractor

 Project Name and Number

The undersigned hereby certifies that:

(SELECT I OR II)

- I. A. The positions listed under part B that have been filled by _____ (Name of Prime Contractor) since being notified of contract selection on _____ (Date) were not filled to circumvent the contractor's obligations to provide employment opportunities, including training positions, for Section 3 residents, as required by Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

B. Employment Positions filled since _____ (Date of Selection).

OR

- II. No employment positions have been filled since _____ (Date of Selection).

 Name & Title of Signer (Print or Type)

 Signature

 Date

NOTICE: This Certification must be made **BEFORE** contract execution (24 CFR 135 135.38(e)).

CONTRACTOR OR SUBCONTRACTOR

(if either contract exceeds \$100,000)

Section 3 Plan Format

_____ (Name of contractor) _____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of _____.

- A. To ascertain from the locality's LCDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. *To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E: *To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

*Loans, grants, contracts, and subsidies for \$100,000 and less are exempt.

- I. To appoint or recruit an executive official of the company or agency as the Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of _____ (Name of Contractor/Subcontractor) _____, we the undersigned have read and fully agree to this Section 3 Plan and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied by Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/ LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

* Lower Income Project Area Residents (LIPAR). Individuals residing within the Parish in which the grantee is located and whose family income does not exceed 80% of the median income of the State or domicile parish.

Company

SAMPLECERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Name of Subcontractor

Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract;
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000);
- (c) Tables A and B were prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000); and
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name & Title of Signer (Print or Type)

Signature

Date

General Decision Number: LA150007 01/23/2015 LA7

Superseded General Decision Number: LA20140007

State: Louisiana

Construction Type: Heavy

Counties: Jefferson, Orleans, Plaquemines, St Bernard, St Charles, St James, St John the Baptist and St Tammany Counties in Louisiana.

HEAVY CONSTRUCTION PROJECTS (Includes flood control, water & sewer lines, and water wells. Also includes elevated storage tanks in all listed parishes except Plaquemines and St. James. Excludes industrial construction-chemical processing, power plants, and refineries.)

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/23/2015

CARP0729-001 07/01/2012

	Rates	Fringes
MILLWRIGHT.....	\$ 25.80	9.50

CARP1846-006 07/01/2014

	Rates	Fringes
CARPENTER (formbuilding/formsetting and Piledrivers).....	\$ 23.46	8.05

* ELEC0130-005 12/01/2014

JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES, AND ST. JOHN THE BAPTIST PARISHES

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 29.85	10.03

ELEC1077-002 06/01/2014

ST. TAMMANY PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 22.80	7.50

ENGI0406-018 07/01/2009

	Rates	Fringes
OPERATOR: Power Equipment		
Bulldozer.....	\$ 21.26	6.70
Mechanic.....	\$ 23.31	6.70

PLAS0567-003 07/01/2014

JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JOHN THE BAPTIST, and ST. TAMMANY PARISHES

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 21.43	6.19

PLAS0812-003 06/01/2004

ST. JAMES PARISH

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 21.85	0.00

PLUM0060-002 06/02/2014

JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES (Southeastern Portion), ST. JOHN THE BAPTIST, and ST. TAMMANY PARISHES

	Rates	Fringes
Plumbers (excluding pipe laying).....	\$ 28.13	11.16

PLUM0198-005 01/01/2014

ST. JAMES PARISH (Northwestern Portion)

	Rates	Fringes
PLUMBER (excluding pipe laying).....	\$ 25.54	10.73

SULA2004-007 05/13/2004

	Rates	Fringes
--	-------	---------

CARPENTER (all other work).....\$ 13.75 2.60

Laborers:

Common/Landscape.....\$ 9.88 0.00
Fence.....\$ 11.24 0.00
Flagger.....\$ 8.58 0.00
Mason Tender.....\$ 7.25 0.00
Pipelayer.....\$ 9.84 0.00

PIPEFITTER (excluding pipelaying).....\$ 17.52 4.51

Power equipment operators:

Backhoe/Excavator.....\$ 14.42 0.00
Crane.....\$ 16.34 3.30
Dragline.....\$ 16.50 0.00
Front End Loader.....\$ 13.89 0.00
Oiler.....\$ 10.03 0.00

Truck drivers:

Dump.....\$ 11.01 0.00
Pickup.....\$ 12.25 0.00

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

=====

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.

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

Regional Office for the area in which the survey was conducted because those Regional Offices have 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◆

END OF SECTION 00 73 30

SECTION 00 74 00

SPECIAL PROVISIONS

- SP-1 CONFLICTS. Where conflicts exist between the General Specifications and these Special Provisions; the provisions of these Special Provisions shall govern. Where conflicts exist within the Drawings & Specifications themselves, the more stringent Specification shall apply.
- SP-2 VISIT TO SITE. The bidder shall visit the site of the proposed work in order that he may understand the facilities, difficulties and restrictions attending the execution of the contract. He will be allowed no additional compensation for failure to be so informed.
- SP-3 SOIL BORINGS. No borings have been performed on this project.
- SP-4 INTENT OF DOCUMENTS. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, supplies, light, power, transportation, superintendent, temporary construction of every nature, and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver within the specified time.
- SP-5 AWARD OF CONTRACT. The contract shall be awarded based on the lowest responsive and responsible bidder for the total bid price of either the base bid or the alternate bid as determined by the Owner and in conformance with the Contract Specifications.
- SP-6 INFORMALITIES. The Owner has the right to reject all proposals and may exercise the right if doing so may appear to be in the best interest of the Owner. The Owner may waive informalities in the lowest proposal and accept this proposal if doing so may appear to be in the best interest of the Owner.
- SP-7 LOCAL FIRMS. By statutory authority, preference is hereby given to resident contractors doing business in the State of Louisiana (LSA R.S. - 38:2253). Nonresident contractors shall be awarded contracts only on the same basis as the nonresident contractor's state awards contracts to Louisiana contractors bidding under similar circumstances.
- SP-8 LOCAL LABOR PREFERENCE. To the extent that qualified mechanics and laborers are available, employment preference shall be given to bona-fide residents of the parish in which the project exists.
- SP-9 RECORDING OF CONTRACT. Within ten (10) days after the signing of the contract, the Contractor shall record the contract with the Clerk of Court in the parish of construction and send one (1) copy of the recorded contract to Burk-Kleinpeter, Inc. and two (2) copies to the Owner.
- SP-10 INSURANCE CERTIFICATES. The Contractor shall deliver the required insurance certificate for the project to the Engineer within ten (10) days of the execution of the Agreement. Failure to comply with this requirement will delay issuance of the Full Notice to Proceed.

- SP-11 PERFORMANCE AND PAYMENT BONDS. All payment and performance bonds provided in connection with any contract let by or on behalf of the Parish shall be provided by a company or companies named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury and having at least an "A" or better financial rating according to the latest A.M. Best Company ratings and shall be in an amount at least equal to the Contract Price.
- SP-12 SALES TAXES. Parish and state sales taxes shall be paid by the Contractor. The Owner shall be relieved of any obligations to pay these taxes.
- SP-13 NOTICE TO PROCEED. Sometime after the Contract has been signed, the Engineer will issue the Owner's Notice to Proceed directing the Contractor to start work within ten (10) days after the date of the Notice to Proceed. The Notice to Proceed will not be issued prior to submittal and approval of the Contractor's Construction Progress Schedule. The contract time shall commence with the issuance of the Notice to Proceed.
- SP-14 NOTICE TO SURETY. It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the work or changes in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Engineer and Contracting Agency.
- SP-15 PAYMENTS TO CONTRACTOR. The Owner agrees to make payment to its Contractor promptly sums due under this contract and to retain only such amounts as may be justified by specific circumstances specifically provided for in the construction contract to the following schedule:
- a. Retention up to ten percent (10%) of payments for projects with contract prices of less than \$500,000.00.
 - b. Retention of five percent (5%) of payments for projects with contract prices of \$500,000.00 or more.

Wherever an item of work to be performed under this contract is specified in any of the bid documents as being paid at an item total price, the Contractor shall be paid the entire amount that appears in his bid proposal for that item.

Wherever the estimated quantities (i.e., cubic yards of sand, shell, etc.) of materials to be furnished under this contract are shown in any of the documents, including the Proposal, they are given for use in comparing bids and are not to be construed as exact quantities. The Owner reserves the right to increase or diminish these quantities as may be necessary to complete the work contemplated by this contract. The Contractor shall be paid for the actual quantity of items or material used, and payment will be at the respective unit price bid for these items or materials.

The sum of the products of approximate quantities multiplied by the unit price bid, constitute the total base bid price or total alternate bid price which sums shall be used in comparison of bids, and the awarding of the Contract.

It shall be understood that the total base bid or alternate bid price figure, wherever specified in the bid document, may not reflect the actual amount the Contractor will receive upon completion of the work. This figure shall be adjusted in accordance with the actual quantity of unit price items used.

All payment requests or invoices must be sent first to the engineers/architects for review and comment on the proper Parish forms, which are then forwarded to the appropriate Parish user department. 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.

SP-16 COMPLETION. The Contract shall be completed in every respect, including the repair of all damages to property resulting from the work of this contract, within 120 calendar days from the start date indicated on of the Owner's Notice to Proceed or the Engineer acting on behalf of the Owner.

SP-17 LIQUIDATED DAMAGES. Time is an essential condition of the contract. Should the Contractor fail to perform the work within the contract time stipulated herein, the Contractor shall pay to the Owner, as liquidated damages and not as a penalty, the sum of Seven Hundred Fifty Dollars (\$750.00) per day for each calendar day beyond the completion time specified, unless the contract time is extended by the Owner.

The stated time of completion includes an assumed percentage of inclement weather days. No consideration shall be given to a request for a contract time extension due to inclement weather, except for extraordinary conditions such as hurricanes, floods, and the like. Refer to Special Provision SP-19.

The Owner shall retain the amount of such damages from any money due or to become due the Contractor under this contract without the necessity of the Owner putting the Contractor or his Surety either or both in default, in accordance with paragraph SC-14.08 of the Supplementary Conditions.

SP-18 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. These special precautions or countermeasures must be approved by the Engineer.

SP-19 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER: This provision specifies the procedure for determination of contract time extensions for unusually severe weather in accordance with the contract clause in the General Conditions, Paragraph 12.02. In order for the Engineer to recommend and the Owner approve a time extension under this clause, the following conditions must be satisfied.

1. The weather experienced at the project site during the contract period must be found to be unusually severe. That is, more severe than the adverse weather anticipated for the project location during any given month.

2. The unusually severe weather must actually cause a delay to the complete of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) New Orleans (Airport) Weather Station located near the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

**MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DELAY WORK DAYS
BASED ON (5) DAY WORK WEEK**

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(11)	(9)	(5)	(4)	(4)	(6)	(9)	(9)	(6)	(4)	(5)	(9)

Upon acknowledgment of the Full Notice to Proceed and continuing throughout the contract, the Engineer/Owner will record on the daily report the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day.

The number of actual adverse weather delays shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in the table above, the contract time will be modified reflecting any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Change in the Contract Time, Article 12 of the General Conditions.

- SP-20 MAINTENANCE OBLIGATION. If at any time during the performance of this contract or for a period of twelve (12) months after final acceptance of the project, defects in construction and/or workmanship should develop, the contractor shall promptly repair and/or replace the defect even though such workmanship and/or material has already passed inspection. All such repair work is an obligation of the Contractor and the cost thereof must be included in the prices bid for the various items of work.
- SP-21 APPLICABLE CODES. References in the Contract Documents to local codes mean all codes enforceable in unincorporated Ascension Parish and the State of Louisiana.
- SP-22 SAFETY AND HEALTH REGULATIONS. All work and construction practices shall conform to "Federal Register - Volume 36 - Number 105 - Part II - Department of Labor - Bureau of Standards - Safety and Health Regulations for Construction", or the latest revision thereof.
- SP-23 INSPECTION BY PUBLIC AGENCIES. Authorized representatives of any applicable permitting or regulatory agency shall have access to the work wherever it is in preparation or progress. Contractor shall provide proper facilities for such access and inspection.

SP-24 UTILITY RELOCATION. The Contractor shall notify the owning water and/or sewer authority prior to commencing any work involving removal, valving-off, or relocation of water or sewer lines. The Contractor shall also notify the gas companies, the power company, cable TV company and the telephone company to coordinate relocation and construction operations.

SP-25 PROTECTION OF PROPERTY AND STRUCTURES. The Contractor shall, at his own expense, sustain in their places and protect from direct or indirect injury all pipes, poles, fencing, walls, and other structures or property in the vicinity of his work whether above or below the ground, or that may appear in the trench. He shall at all times have a sufficient quantity of timber and planks, chains, ropes, etc., on the ground and shall use them as necessary for sheathing his excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened, or weakened. The Contractor shall assume all risks attending the presence or proximity of piles, poles, fencing, walls, buildings, and other structures and property of every kind and description in or over his trenches or in the vicinity of his work, whether above or below the surface of the ground, that are indicated on the Contract Drawings or may be discovered on the site by the use of reasonable investigation and caution; and he shall be responsible for all damage and assume all expense for direct or indirect injury caused by his work to any of them, or to any person or property by reason of injury to them. Contractor shall indemnify and hold harmless Owner and Engineer and their agents and employees from and against all claims, damages, losses and expenses including, but not limited to attorney's fees, arising out of or resulting from the performance of the work, when such claim, damage, loss, or expense is caused by work of the Contractor, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

SP-26 PROTECTION OF TREES, PLANTS, AND SHRUBBERY. The Contractor shall be responsible for protecting all trees, plants, and ornamental shrubbery on the line of or adjacent to the proposed construction, whether these trees, plants, and shrubbery are within the servitude or not.

As indicated on the Drawings, or as directed by the Engineer, the Contractor may permanently remove, or remove and transplant trees or shrubbery to facilitate his construction operation. Plants to be relocated shall be properly balled and protected to prevent damage. All transplanting shall be under the supervision of a qualified landscape gardener. After construction, all shrubbery designated to be transplanted, shall be replaced in their original location in good condition. The cost for this item shall be included in the unit price bid for other items.

Contractor, after visiting the site, shall be aware of existing trees and shall not be allowed to cut or destroy any trees on private property or tree limbs overhanging project limits from private property without first obtaining written permission from the property owners. Trees within the servitude may be cut or destroyed only with the approval of the Engineer.

SP-27 PROTECTION OF INSTALLED CULVERTS. Contractor is responsible for any and all materials required for protecting drainage culverts installed under this project as deemed necessary by his construction techniques. No additional compensation shall be made for timber matting or other additional construction materials. All costs shall be included in unit prices of related work.

- SP-28 UNDERGROUND INSTALLATIONS. Existing underground installations are indicated on the Contract Drawings only to the extent that such information was made available to or discovered by the Engineer in preparing the Contract Drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed. If Contractor fails to discover an underground installation and damages same, he shall be responsible for the cost of the repair. Generally, service connections are not indicated on the drawings. Contractor shall be responsible for discovery of existing underground installations, in advance of excavating or trenching, by contacting all local utilities, and by prospecting.
- SP-29 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 the Owner, who shall notify the Regional Office of the Environmental Protection Agency and the State Historical Preservation Officer. No further disturbance of the deposits shall ensue until Contractor has been notified by the Owner that he may proceed. Owner shall issue a notice to proceed only after the state official has surveyed the find and made a determination to the Environmental Protection Agency and Owner. Compensation to the Contractor, if any, for lost time or for changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Contract Documents. (Reference: 80 Stat 915, 16 USC 470 and Executive Order No. 11593 of May 31, 1971.)

END OF SECTION

SECTION 01 10 99

MISCELLANEOUS REQUIREMENTS

1.0 GENERAL

1.01 DIVISIONS AND SECTIONS

- A. Separation of these specifications into Divisions and Sections is done for convenience only and is not intended to establish responsibilities of work, nor shall it operate to make the Owner's Representative arbiter to establish limits to the Contracts between Contractor and Subcontractors.
- B. Bidding and Contract Requirements
 - 1. The Contractor, by execution of the subject documents agrees to comply with all applicable contract conditions.

1.02 NOT IN CONTRACT

- A. Items indicated on drawings as "NIC", or noted "Not in Contract", are shown for convenience only and are not a part of this Contract.

1.03 ACCEPTANCE

- A. Signing of the Contract will be deemed evidence that site and documents have been examined and that the Contractor is familiar with conditions under which the work will be done.
- B. The Contractor shall verify measurements at site and accept responsibility for accuracy of same. The beginning of work indicates acceptance of conditions under which the work will be done.
- C. Extra payments will not be authorized for work that could have been determined by a careful examination of site conditions and coordination with the Contract Documents.

1.04 FACILITATING OVERHEAD UTILITIES

- A. The Contractor shall examine the site in detail in conformance with other requirements of these specifications. All overhead utilities are not shown on the drawings but are to be noted by the Contractor prior to submission of a bid. Contractor accepts responsibility for execution of the contract duties by submission of his bid.
- B. The responsibility of the Contractor includes facilitating overhead lines throughout the completion of the project and assuming all costs for coordinating, de-energizing, re-energizing, temporarily relocating, permanently relocating, or using special construction methods to complete the work as indicated.

1.05 INTERFERENCES

- A. Drawings are generally diagrammatic. Contractor shall organize or coordinate his work with that of the different trades so that interferences of different equipment, piping, etc., shall be avoided and each piece of equipment, piping, etc., installed to function properly.
- B. In the case where an interference develops, the Engineer is to be consulted to determine which equipment, piping, etc., is to be relocated regardless of which item was first installed.

1.06 PERMITS

- A. The Contractor shall obtain and pay for all required permits and inspection certificates.
- B. The Contractor shall be responsible for obtaining all permits necessary for the construction of the project including but not limited to EPA NPDES Permits, U.S. Army Corps of Engineers Permits, LDOTD Driveway Permits, LADEQ Permits, St. John the Baptist Parish Building Permits, etc. The contractor shall pay all fees associated with obtaining any permits.
- C. Before commencing any work on the job-site, the Contractor shall obtain a general building permit and all permits, licenses and inspections required for all various trades.
- D. The Contractor shall include verification of a building permit to the Owner's Representative with the first partial payment request.
- E. Owner will obtain approval of the State Fire Marshal if required. Contractor shall cooperate during any Fire Marshal Inspection.

1.07 NOTICE TO PROCEED

- A. After notification from the Owner that the Contractor has signed the construction contract and submitted all necessary bonds, etc., the Owner's Representative shall send the Contractor a written "Notice to Proceed". The Engineer will issue the Owner's Notice to Proceed directing the Contractor to start work within ten (10) days after the date of the Notice to Proceed. The Full Notice to Proceed will not be issued prior to submittal and approval of the Contractor's Construction Progress Schedule. The contract time shall commence with the issuance of the Full Notice to Proceed. The Full Notice to Proceed shall include the following information.:
 - 1. Number of calendar days in the construction contract.
 - 2. Date of the beginning and end of the contract time.
 - 3. Liquidated damages.
 - 4. A statement indicating the Owner's intention to collect liquidated damages if the Contractor exceeds the contract time and any approved extensions.

1.08 JOBSITE MAINTENANCE

- A. Keep areas within and about working and storing spaces free from trash, debris, garbage, etc.
- B. Throughout the construction period, dirt and dust accumulated in the working, storing and access roadway areas shall be kept to a minimum.

1.09 PERSONNEL AND EQUIPMENT

- A. Maintain a construction force at site, including competent, qualified superintendent, mechanics, craftsmen and laborers, sufficient to expedite work to completion on date indicated in Contract Documents.
- B. Maintain construction equipment at site, in good condition, sufficient for efficient execution of work.
- C. A responsible member of Contractor's organization shall be kept on site while work is in progress as herein specified. All communications given to the Superintendent, or his assistant in his absence, shall be as binding as if given to the Contractor.

1.10 LOCATION

- A. Datum shall be assumed as shown on the Contract Documents. Use established bench marks on the site.
- B. The Contractor shall lay out all pavement, curbs, new construction and floor elevation from the Contract Documents, and he shall furnish and put in all stakes and batter boards as may be deemed necessary. Contractor shall be solely responsible for all grades, lines and levels.

1.11 OBSTRUCTION TO CONSTRUCTION

- A. The Contractor shall anticipate and remove all subsurface as well as above surface obstructions to construction of his work, unless information on subsurface obstructions is not available.
- B. General Contractor shall not commence foundation work in areas where existing underground utilities interfere with new construction, until the locations and extent of all existing underground utilities are established and removed, rerouted or abandoned.
 - 1. Contractor shall refer to mechanical and electrical drawings for sequence of work and coordinate his work with his subcontractors.
 - 2. Contractor shall notify the utility companies and/or the Using Agency to remove, re-route or abandon lines which are in or near the line of excavation.
 - 3. Contractor shall notify the Respective Owner well in advance of any work in order to coordinate "tie-ins" and disruption of any services.

1.12 DEMANDS AND CAUSES OF ACTION

- A. Contractor shall defend, indemnify, and hold harmless Owner and Engineer and their agents, employees, related and companion corporations (collectively referred to as Owner and Engineer) from and against any and all claims, demands, and personal injury, wrongful death, or property damage, in any way arising out of or resulting from, directly or indirectly, errors, omissions, or negligence related to the work performed by the Contractor or any of his subcontractors, suppliers, agents, or any party under the contract, including all damages, losses, expenses, attorneys' fees and costs.
- B. These defense and indemnification obligations are due regardless of whether or not the claims, demands, or causes of action result from the Owner's and/or Engineer's sole, joint, concurrent, or partial negligence, strict liability, fault, or breach of any contract, statute, or law. The parties to this contract also agree that the indemnitor(s) shall reimburse the indemnitee(s) for any and all attorneys' fees, costs, and other expenses associated with the enforcement of this or any other provision in the contract.

1.13 EXISTING UNDERGROUND UTILITIES

- A. The Contractor shall verify the location of all existing off site underground utilities which he is to relocate or to which he is to connect his work.
- B. Interruption of Services
 - 1. It is essential that all utilities be kept in operation at all times, except when specific written permission of the Owner is given to the contrary. Before any lines are shutdown for tie-ins or rearranging of services, arrangements shall be made a minimum of 48 hours in advance with the Owner. It may be necessary to do this work at night, on Sunday or at a special time of the year, as the Owner may direct, with the length of shutdown agreed upon before work is begun. Any overtime work costs in this connection shall be borne by the Contractor. Normally, only one shutdown will be allowed. The length of shutdown shall be held to a minimum.
- C. Protection of Existing Underground Utilities
 - 1. The contractor is responsible for thorough protection of existing underground utilities within the limits of work. Where utilities are to be encountered, only hand digging shall be allowed. Any damage must be immediately repaired to restore service to the Owner including work at night and weekends.

1.14 WATCHMAN

- A. Services of a watchman are not required, but the Contractor shall be fully responsible for and shall provide reasonable protection to prevent damage to all the work and all materials and equipment to be incorporated therein.

1.15 SUPERINTENDENCE

- A. The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The Owner's

Representative shall be advised of the Superintendent to be employed and he shall not be changed, except with the consent of the Engineer, unless Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

1.16 SERVICE CHARGES

- A. Include all service charges that may be applicable for execution and completion of the Work.
- B. Temporary service charges shall be determined by Contractor's arrangements with respective Utility Companies.

1.17 SALVAGE AND DISPOSITION OF MATERIAL AND EQUIPMENT

- A. The Owner shall have priority for the selection of salvaged equipment and materials. Any equipment and materials selected to remain the property of the Owner shall be removed and delivered to a location as designated by the Owner on the Site. Material not retained by the Owner shall become the property of the Contractor and shall be removed from the site by him at no direct cost to the Owner.

1.18 RESIDENT PROJECT REPRESENTATIVE

- A. The Engineer may furnish a Resident Project Representative and assistants to aid Engineer in carrying out his responsibilities at the site. The duties, responsibilities, and limitations of authority of the Resident Project Representative are set forth in Section 00 73 00 included in these documents.

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

NOT USED

END OF SECTION

SECTION 01 11 00

SUMMARY OF WORK

1.0 GENERAL

1.01 APPLICATION

- A. The General Contractor and all Subcontractors shall familiarize themselves with the Bidding Requirements and Division 1 - General Requirements, and shall comply with all parts of these documents pertinent to their work.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Contract work includes all plant, labor, materials and equipment necessary to complete all work shown on the Drawings and herein specified.
- B. The proposed work provides for the repair and modification of the existing Laplace (Peavine) Boat Launch.
- C. Contractor's duties:
 - 1. Except as specifically noted, provide and pay for:
 - a. Labor, materials and equipment.
 - b. Tools, construction equipment and machinery.
 - c. Temporary facilities required for construction.
 - d. Other facilities and services necessary for proper execution and completion of work.
 - e. Insurance as required by the Contract Documents.
 - 2. Pay legally required sales, consumer and use taxes.
 - 3. Secure and pay for, as necessary for proper execution and completion of work, and as specified at time of receipt of bids:
 - a. Permits
 - b. Government fees
 - c. License
 - 4. Give required notices.

5. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
6. Promptly submit written notice to the Engineer of observed variances of contract documents from legal requirements.
7. Enforce strict discipline and good order among employees.
8. Verify measurements at site and accept responsibility for accuracy of same.
9. Remove obstructions as necessary for proper completion of work.

1.03 ITEMS BY OWNER

- A. Testing Laboratory Services

1.04 CONTRACT

- A. Construct the work under single unit price contract.

1.05 OWNER FURNISHED DOCUMENTS

- A. The Contractor will be furnished, free of charge, four (4) copies of Drawings and four (4) copies of Specifications. Additional copies may be furnished at the cost of reproduction. Contractor may not reproduce (or have reproduced) contract drawings without specific written permission of the Engineer.

1.06 CONTRACTOR'S USE OF PREMISES

- A. Confine operations at site to areas permitted by:
 1. Law
 2. Ordinances
 3. Permits
 4. Contract Documents
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load slabs, walks or drive surfaces with weight that may endanger structures.
- D. Assume full responsibility for the protection and safekeeping of products stored on premises.
- E. Do not interfere with the operation or use of any existing structures on the site.
- F. Workmen will not be allowed to use facilities in adjacent buildings.

- G. Coordinate any interruption in utility service and obtain permission from Owner prior to interruption, see Section 01 10 99 - Miscellaneous Requirements.
- H. Protect existing underground utilities adjacent to structures. Use caution in excavating, pile driving and use of equipment, see Section 01 10 99 - Miscellaneous Requirements.
- I. Coordinate all traffic control with the Owner.
- J. Owner will occupy the site during the construction period, and the Owner shall be notified no less than 72 hours in advance of any activities which may affect the Owner's operations.

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

NOT USED

END OF SECTION

SECTION 01 14 16

COORDINATION

1.0 GENERAL

1.01 DESCRIPTION OF RESPONSIBILITIES

- A. The Contractor shall coordinate scheduling, submittals and work of the various sections of the Specification to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.
- B. Each Contractor and subcontractor involved shall assume all liability, financial or otherwise, in connection with his work and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by him because of the presence and operations of any other Contractors working within the limits of this project.
- C. The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with operations of others working in the surrounding area. He shall join his work with that of others in an acceptable manner and shall perform it in proper sequence to that of the others.
- D. The contracting agency will not be responsible for any delays or inconvenience to the Contractor in carrying on his work while any public utility companies or agencies are making necessary adjustments of their fixtures or appurtenances, nor will the contracting agency be responsible for any cost incurred by the Contractor or utility owners for making said adjustments, by delays, etc.

1.02 EASEMENTS AND RIGHT-OF-WAY (SERVITUDE)

- A. The easements and rights-of-way for the work will be provided by the Owner, Contractor shall confine his construction operations within the limits indicated on the drawings, and shall use due care in placing construction tools, equipment, excavated materials, and pipeline materials and supplies, so as to cause the least possible damage to property and interference with traffic.
- B. Servitudes across private property, if they exist, are indicated on the Drawings. Contractor shall set stakes to mark the boundaries of construction servitudes across private property. The stakes shall be protected and maintained until completion of construction and cleanup.
- C. Certain permits shall be obtained by Owner. All Work performed and all operations of Contractor, his employees or Subcontractors, within the limits of rights-of-way, shall be in conformity with the requirements and be under the control (through Owner) of the authority owning, or having jurisdiction over and control of, the right-of-way.

1.03 NOTICES TO OWNERS AND AUTHORITIES

- A. Contractor shall, as provided in General Conditions, notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- B. When it is absolutely necessary to temporarily deny access by owners or tenants to their property, or when any utility service connection must be interrupted, Contractor shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instruction on how to limit their inconvenience.
- C. Utilities and other concerned agencies shall be contracted at least 24 hours prior to cutting or closing streets or other traffic areas or excavating near underground utilities or pole lines.

1.04 CONNECTIONS TO EXISTING FACILITIES

- A. Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities including structures, drain lines, and utilities such as water, and electric. In each case, Contractor shall receive permission from Owner or the owning utility prior to undertaking connections. Contractor shall protect facilities against deleterious substances and damage.
- B. Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock) if necessary to complete connections in the minimum time. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.
- C. Materials shall be cut and removed to the extent indicated on the Plans or as required to complete the Work. Materials shall be removed in a careful manner with no damage to adjacent facilities or materials. Materials which are not salvageable shall be removed from the site by Contractor.
- D. All Work and existing facilities affected by cutting operations shall be restored with new materials, or with salvaged materials acceptable to Engineer, to obtain a finished installation with the strength, appearance, and functional capacity required. If necessary, entire surfaces shall be patched and refinished.

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

NOT USED

END OF SECTION

SECTION 01 22 00

UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Mobilization

1. Measurement of payment for Mobilization and Demobilization will be on a lump sum basis for all necessary mobilization and demobilization as specified herein.
2. Payment for Mobilization and Demobilization shall cover all preparatory work and operating preparation including the obtaining of all permits, insurance and bonds; movement of personnel, equipment, supplies and incidentals to the project site; the establishment and ultimate removal of temporary offices and other construction facilities necessary for work on this project; all as required for the proper performance and completion of the work.
3. The payment item for Mobilization and Demobilization shall be Number 1.

B. Class "B" Treated Timber Piles

1. Measurement
 - (a) Piling: Piling will be measured by the linear foot of pile below pile cut-off elevation.
2. Payment
 - (a) Piling: Payment for piling will be made at the contract unit price per linear foot, which includes all bolting, wrapping or fastening timber piles.
3. The payment item for Class "B" Timber Piles shall be Number 2.

C. Treated Timber

1. Quantities of timber for payment will be the design quantities and adjustments thereto. The design quantities are based on the number of thousand board feet of timber in the completed work. Design quantities will be adjusted if the engineer makes changes to adjust to field conditions, if plan errors are proven, or if design changes are necessary. Hardware will not be measured for payment. Metal parts not classified on the plans as hardware will be measured and paid for in accordance with Section 05 50 00.
2. Payment for timber will be made at the contract unit price per thousand board feet.

3. The payment item for Treated Timber shall be Number 3.

D. Galvanized Steel Fabrications

1. Structural steel will be measured by the weight of metal in pounds remaining in the completed and accepted structures. The weight will be computed on the basis of theoretical net weight from the approved shop drawings. Use 490 pounds per cubic foot as standard unit weight. Allowance will be made for bolts, nuts, washers or welds and no deductions will be made for bolt holes, beam copings, cut flanges or edge preparation for welding. Deduction will be made for pin holes. Plates shall be estimated from the sizes billed and deductions made for cut corners. No allowance will be made in the pay quantity for any items not remaining in the finished structure, except as hereinafter provided. No allowance will be made for shop or field paints, galvanizing or other coatings. No allowance will be made for overrun on plates or rolled sections.
2. Payment for the various classifications of structural metals will be made at the respective contract unit prices per pound.
3. The payment item for Galvanized Steel Fabrications shall be Number 4

E. Dredging

1. For items of work for which specific unit prices are established in the contract, the volume of each type and class of dredging within the specified pay limits will be measured and computed to the nearest cubic yard by the method of average cross-sectional end areas. Regardless of quantities dredged, the measurement for payment will be made to the specified pay limits, except that dredging outside the specified lines and grades directed by the Engineer to remove unsuitable material will be included. Dredging required because unsuitable conditions result from the Contractor's improper construction operations, as determined by the Engineer, will not be included for measurement and payment.
2. Payment for dredging will be made at the contract unit price per cubic yard for "Dredging". Such payment will constitute full compensation for all labor, materials, equipment, turbidity curtain, and all other items necessary and incidental to the performance of the work, including disposal of excavated materials.
3. The payment item for Dredging shall be Number 5.

F. Navigation Buoys

1. Navigation buoy assembly shall be measured by each completed and accepted, including navigation channel marker, solar powered light, cable, thimble, cable clamp, swivel, concrete anchor, and all other items incidental to the installation of navigation buoy assembly.
2. Payment for navigation buoy assembly will be made at the contract unit price per each completed and accepted.
3. The payment item for the Navigation Buoys shall be Number 6.

G. Exterior Lighting

1. Measurement for payment for Exterior Lighting shall be on a lump sum basis as specified herein. Measurement of work will be based upon actual invoices submitted by Entergy for partial or full completion of installed, tested, and accepted lighting.
2. Payment for Exterior Lighting will be made on a lump sum basis to relocate, construct, or remove electrical infrastructure items such as light poles, luminaires, conductors, and all appurtenances that are to be provided, installed, and approved by Entergy. This price is for labor, equipment, and material costs for work performed by Entergy.
3. Payment will be made at the contract unit price under:
Item 7, Exterior Lighting, Per Lump Sum(\$5,776.51)

END OF SECTION

SECTION 01 25 00

SUBSTITUTION PROCEDURES

1.0 GENERAL

1.01 RELATED WORK

- A. DIVISION 0
- B. Section 01 33 00 - Submittals, Etc.

1.02 DESCRIPTION

- A. These Contract Documents include provisions for use of equivalent materials and equipment. Requests for review of equivalency shall be submitted in accordance with the General Requirements and the Miscellaneous Requirements and as herein specified.

1.03 SUBSTITUTIONS OF MATERIALS OR EQUIPMENT

- A. Whenever, in the plans or project specifications, any materials, process or equipment is specified by patent, proprietary or brand name, or name of manufacturer, such wording is intended to establish the quality and type of materials, processes and equipment, and shall be deemed to be followed by the words "or approved equal". Lists of acceptable materials in the plans or specifications are not intended to be comprehensive lists, or in order of preference. The Contractor may offer any material, process or equipment which meets specifications.
- B. Requests for substitution of equal products for those specified shall be submitted for approval to the Engineer within 60 calendar days after the award of contract and before installation.
- C. Manufactured products shall be installed in accordance with the manufacturer's recommendations. Products, when delivered to the site, shall be labeled as to the manufacturer's name and catalog number; also, products shall have manufacturer's certification that the product conforms to specifications.
- D. If required by the Engineer, the Contractor, at his expense, shall have the proposed material tested as to its physical and chemical characteristics, durability, finish efficiency, dimensions, and suitability for its intended use. The method of test shall be subject to approval, and test results shall be reported promptly to the Engineer. Material shall not be installed until approved.
- E. No additional payment will be made for revisions in the project made necessary by the substituted equipment, materials or product, and no extension of contract time will be granted because of the use of substituted materials, processes or equipment.

1.04 SAMPLES

- A. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product with integrally related parts and attachment devices.
 - 2. Full range of color texture, and pattern.
- B. Label each sample with identification required for transmittal letter.

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

3.01 PROCEDURE

- A. Submit a separate request for each product, supported with complete data, drawings and samples as appropriate including changes required in other elements of the Work because of the substitution, effect on construction schedule, cost data comparing the proposed substitution with the specified products, comparison if availability of maintenance, service and replacement cost.
 - 1. Any supporting test data or results shall use the same test procedures for the proposed substitution and the specified products to facilitate comparison.
- B. Request for substitution constitutes a representation that the Contractor:
 - 1. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
 - 2. Will provide the same or better warranties, bonds and guarantees for the substitution as for the specified product.
 - 3. Will coordinate the installation of an accepted substitution into the Work and make the Work complete in all respects.
 - 4. Waives all claims for additional costs, related to the substitution which may subsequently become apparent.

END OF SECTION

SECTION 01 26 63

CHANGE ORDERS

1.0 GENERAL

1.01 CHANGE ORDER PROCEDURES

- A. Without invalidating the Contract, the Owner may make reasonable changes by altering, adding to, or deducting from the Work, the Contract Price being adjusted accordingly. No claim for extra work or materials shall be allowed and no alteration of or deduction from the work shall be made, unless same is ordered in writing by the Owner.
- B. Where changes ordered by the Owner involve a monetary consideration, the Contract shall be adjusted by negotiation with the terms of said negotiation being expressed in a supplemental agreement or Change Order signed by the Owner, the Contractor and the Engineers.
- C. If the Owner and the Contractor are unable to reach an agreement as to the monetary consideration of a Contract addition, the Engineers acting as the Owner's representative may order the Contractor to do such work on a force account or time and materials basis.
- D. The Contractor shall furnish labor, equipment and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual necessary expense of the following:
 1. Field labor and foremen, who are directly assigned to the time and materials work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, and labor taxes as established by law). The cost of labor shall include any payment to or on behalf of the worker for health and welfare, pension, vacation and similar purposes. Where subsistence and travel allowances are required for performance of extra work, the charges shall consist of the actual amount paid to each worker. No other fixed labor burdens will be considered unless approved in writing by the Owner.
 2. Material delivered and used on the designated work, including sales tax, if paid by the Contractor or his subcontractor.
 3. Rental, or equivalent rental cost of equipment, including necessary transportation, for items having a value in excess of \$200. When equipment is not rented, the equivalent rental cost of equipment shall be based on the standard rental rate for Contractor-owned equipment, but in no event shall exceed the locally adjusted rental rates set forth in the "Rental Rate Blue Book for Construction Equipment" and the "Rental Rate Blue Book for Older Construction Equipment" which are published by the Equipment Guidebook Company, P. O. Box 10113, Palo Alto, California 94303. For equipment not listed in said documents, the rental rate shall be as listed for the local section of the Associated General Contractors. If the equipment is not listed by

the Associated General Contractors, the rental rate will be mutually agreed upon in writing between the Contractor and the Owner prior to the use of said unlisted equipment. The reasonable cost of moving equipment onto and off the jobsite shall be included, but equipment rental shall not be paid when the equipment is inoperative due to breakdowns. Individual pieces of equipment or small tools considered as included in the overhead allowance and no additional payment therefor shall be made.

When equipment is used on the extra work for less than five (5) days, daily rates shall be used. When equipment is used on the extra work for more than four (4) days, weekly rates shall apply. Less than four (4) hours of operation shall be considered to be 1/2 day of operation. More than 5 hours of operation shall be considered a day if performed on a single day. Less than thirty (30) minutes of operation shall be considered 1/2 hour of operation.

Rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current equipment cost and shall be understood to cover all fuel, supplies, repairs, and renewals.

The Owner reserves the right to furnish such materials and equipment as he deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.

4. One percent (1%) for additional bond, when required and approved by the Owner.
5. Additional insurance (other than labor insurance) as required and approved by the Owner.
6. Professional services shall be included in "actual necessary expense" only when the Owner has determined that such services are necessary and the provision of such services has been authorized in advance in writing by the Engineer.

To the preceding actual necessary expenses, there shall be added the following fixed fees for either the Contractor or subcontractor actually executing the work:

A fixed fee of 15 percent (15%) of the cost of Item 1.

A fixed fee of 10 percent (10%) added to the cost of Items 2 and 3.

A fixed fee of 6 percent (6%) added to the cost of Items 4 and 5.

A fixed fee of 10 percent (10%) added to the cost of Item 6.

An additional fixed fee of 10 percent (10%) shall be allowed the Contractor for the administrative handling of portions of the Work that are executed by an approved subcontractor. No additional fixed fee will be allowed for the administrative handling of work executed by a subcontractor of a subcontractor, unless by written permission from the Owner.

The added fixed fees shall be full compensation for the cost of general supervision, overhead, profit, and any other general expense.

If a dispute occurs over payment for work provided on a time and material basis, the dispute shall not be cause of stopping work.

The Contractor shall maintain accurate records for all work performed on a time and material basis. These records will reflect all the actual necessary expenses pertaining to the extra work and shall at all times be available for audit by the Owner.

The Contractor's records shall make clear distinction between the direct costs of work paid for on a time and material basis and costs of other work. The Contractor shall furnish the Engineer report sheets in duplicate of each day's work. The daily report sheets shall itemize the labor, materials and equipment used. The daily report sheets shall provide names, identifications and classifications of workers, the hours worked, the sizes, types and identification numbers of equipment, and hours operated. Daily report sheets shall be signed by the Contractor or his authorized agent and verified by the Engineer.

To receive partial payments and final payment for time and materials work, the Contractor shall submit to the Engineer in a manner approved by the Engineer, detailed and complete documented verification of the Contractor's and any of his subcontractor's actual costs incurred. Material and rental charges shall be substantiated by copies of vendor's invoices. Such costs shall be submitted within thirty (30) days after said work has been satisfactorily completed.

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

NOT USED

END OF SECTION

SECTION 01 29 00

APPLICATIONS FOR PAYMENT

1.0 GENERAL

1.01 DESCRIPTION

- A. Submit applications for payment to Engineer in accordance with the established schedule of payments required by Conditions of the Contract and Agreement between Owner and Contractor.
- B. Adhere to all applicable requirements indicated in - Progress Payments, Retainages and Final Payment clauses in the Conditions of the Contract.
- C. Within 30 days after award of contract, Contractor shall furnish to Engineer a schedule of estimated monthly payments. The schedule shall be revised and submitted each time an application for payment varies more than 10 percent from the estimated payment schedule.

1.02 RELATED REQUIREMENTS

- A. Section 01 32 16 - Construction Schedules
- B. Section 01 77 00 - Contract Closeout

1.03 FORMAT AND DATA REQUIRED

- A. Submit itemized applications on completed Application and Certificate for Payment. Blank forms shall be supplied by the Engineer.
- B. Provide itemized data on continuation sheets:
 - 1. Format, schedules, line items and values: Those of the Schedule of Values approved by Engineer.
- C. A progress report shall accompany all applications.

1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to the date of submittal of application.
 - 2. Fill in summary of dollar values to agree with the respective totals indicated on the continuation sheets.

3. List all on site stored items.
 4. List of all responsible members and officers of the construction company.
 5. Execute certification with the signature of an authorized, responsible officer of the Contract firm as required by Owner and Engineer.
- B. Continuation Sheets.
1. Fill in total lists of all scheduled component items of Work, with item number and the scheduled dollar value for each item.
 2. Fill in the dollar value in each column for each scheduled line item when work has been performed or products stored.
 - a. Round off values to the nearest dollar, or as specified for the Schedule of Values.
 3. List each Change Order executed prior to the date of submission, at the end of the continuation sheets.
- C. Progress Reports shall conform to requirements of Section 01 32 16.

1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the Owner or the Engineer require substantiating data, to justify dollar amounts Contractor shall submit suitable information, with a cover letter identifying:
1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. Information for stored products including:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one copy of data and cover letter for each copy of application.

1.06 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 01 77 00 - Contract Closeout.

1.07 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to Engineer at the times stipulated in the Agreement.
- B. Number: Five copies of each Application.
- C. When Engineer finds the Application properly completed and correct, he will transmit a certificate for payment to Owner.
- D. All payment requests or invoices must be sent first to the Engineer for review and comment on the proper forms, which are then forwarded to the Owner. 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.

1.08 RETAINAGE

- A. The Owner agrees to make payment to its Contractor promptly sums due under this contract and to retain only such amounts as may be justified by specific circumstances specifically provided for in the construction contract, to the following schedule:
 - a. Retention of up to ten (10) percent of payments for projects with contract prices of less than \$500,000.
 - b. Retention of five (5) percent of payments for projects with contract prices of \$500,000 or more.

1.09 TOTAL PAYMENT

- A. Wherever an item of work to be performed under this contract is specified in any of the bid documents as being paid at an item total price, the Contractor shall be paid the entire amount that appears in his bid proposal for that item.
- B. Wherever the estimated quantities (i.e., cubic yards of sand, shell, etc.) of materials to be furnished under this contract are shown in any of the documents, including the Proposal, they are given for use in comparing bids and are not to be construed as exact quantities. The Owner reserves the right to increase or diminish these quantities as may be necessary to complete the work contemplated by this contract. The Contractor shall be paid for the actual quantity of items or material used, and payment will be at the respective unit price bid for these items or materials.
- C. The sum of the products of approximate quantities multiplied by the unit price bid, constitute the total base bid price or total alternate bid price which sums shall be used in comparison of bids, and the awarding of the Contract.
- D. It shall be understood that the total base bid or alternate bid price figure, wherever specified in the bid document, may not reflect the actual amount the Contractor will receive upon completion of the work. This figure shall be adjusted in accordance with the actual quantity of unit price items used.

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

NOT USED

END OF SECTION

SECTION 01 32 16

CONSTRUCTION AND PROGRESS SCHEDULES

1.0 GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall prepare and submit to the Engineer at the Preconstruction Conference and on a monthly basis, estimated construction progress schedules for the Work with subschedules of related activities which are essential to its progress. Provide a minimum of six (6) copies.

1.02 RELATED WORK

- A. Section 01 11 00 - Summary of Work
- B. Section 01 29 00 - Applications for Payment
- C. Section 01 39 19 - Project Meetings
- D. Section 01 33 00- Submittals

1.03 FORMAT OF SCHEDULES

- A. Prepare schedules in the form of an MS Project or Primavera Gantt chart.
- B. Provide separate horizontal bar for each trade or operation.
- C. Identify the first work day of each week and of commencement of each Work Phase.
- D. Scale and spacing shall allow space for notations and future revisions.
- E. Minimum sheet size: 11" x 17".
- F. Format of listings shall match the table of contents of this Project Manual.
- G. Listings shall be in the chronological order of the start of each item of work.
- H. Listings shall be identified by major specification section numbers.
- I. Listings of items other than major equipment shall include values of each item or portion of work which will not exceed \$50,000.

1.04 CONTENT OF SCHEDULES

- A. Show the complete sequence of construction by activity.

- B. Show the dates for the beginning and completion of each major element of construction and each Work Phase.
- C. Show projected percentage of completion for each item, as of the first day of each month.
- D. Show values for each item and accumulated values completed at the stages indicated.

1.05 SUBMITTALS

- A. Submit six (6) copies of the initial at the Preconstruction meetings.
- B. Submit six (6) revised progress schedules monthly with requests for payment.
- C. Submit Schedule for Shop Drawings, Product Data and Samples.
- D. Include progress reports with each submittal.

1.06 REVISIONS TO SCHEDULES

- A. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
- B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- C. Provide narrative report to define problem areas, anticipated delays and impact on Schedule. Report corrective action taken, or proposed, and its effect, including the effect of changes on schedules of separate contractors.

1.07 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to the job site file, subcontractors, suppliers, and other concerned parties.
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

Mobilization on the project site and processing of any Contractor pay request shall not commence until the Engineer has received and approved the Project Work Schedule.

END OF SECTION

SECTION 01 32 23

SITE CONDITIONS SURVEY

1.0 GENERAL

1.01 DESCRIPTION OF WORK INCLUDED

- A. The Contractor, prior to mobilizing onto the jobsite, shall conduct a detailed survey of the jobsite, surrounding area and access routes.
- B. This survey is intended to document existing conditions with respect to any conditions which may be noticed after construction begins. Post construction conditions shall also be compared to this data.
- C. This documentation shall be provided by the Contractor and submitted to the Engineer as preparation to resolve any damage claims which may arise due to the construction of this project. All costs associated with this survey shall be included in other bid items.
- D. These records shall become property of the Owner upon delivery to the Engineer or Owner's Representative.

1.02 OWNER'S QUALITY AUTHORITY

The Owner shall have the authority to reject all or any portion of the photographic documentation not conforming to the Specifications. Those rejected portions shall be rephotographed at no additional cost to the Owner.

2.0 PRODUCTS

2.01 COVERAGE OF THE SURVEY

- A. Photographs shall be taken of the exterior of all public and private buildings and structures along any pipeline work and within 100' of any excavation or 250' of any pile driving.
- B. The Contractor shall make every attempt to gain permission from property owners for access to private property for documenting preconstruction conditions. If a property owner refuses access after multiple attempts, the Contractor will notify the Engineer and log all contacts with the property owner. The attempts shall include a formal letter and upon refusal, a registered or certified letter to supplement the log of verbal and/or telephone contacts.
- C. Elevations shall be taken on house slabs, driveway pavement, walkway paving, sidewalks, and paving elements in street sections adjacent to the project site and within 100' of any excavation or 250' of any pile driving. These elevations shall be recorded and produced under the supervision of a registered licensed surveyor in the State of the

project site. Elevations on abutting drives and walks shall be taken at approximately 20 foot intervals and at the point of juncture with any structure to which they are attached. In addition, elevations shall be taken of all corners of house slabs along the job route.

- D. Video tapes of the access routes shall be made to show existing street and right-of-way conditions. The camera shall be mounted on a tripod or platform upon a vehicle which places the camera approximately 10' above the path being traveled upon. The travel speed of the vehicle shall be no greater than 48 feet per minute. Photographs shall be taken to supplement the video tapes to give more detailed documentation of pre-existing conditions.
- E. A carefully prepared log shall be maintained to show the name of the individual taking the photographs, the stationing as shown on the Plans, or as directed by the Engineer, the name of the street, easement or building being documented, the project name, and the direction of travel and the viewing side.

2.02 PHOTOGRAPHS

- A. All still photographs shall be taken on digital format.
- B. Photographs shall be sharp clear, bright, well focused with accurate colors free from distortion or any other form of picture imperfection.
- C. The date, time, and identification number of each photograph shall be displayed onto the electronic media filename and print.
- D. The Engineer and Owner shall be furnished with 3 - 8" x 10" color glossy prints of each exposure positioned individually in plastic pages with full descriptions of each photograph (origin, location, etc.) attached to the back of the print. In addition to the photo images, each image shall be provided in an electronic format, stored on CD or DVD with references to the photo provided. The prints and media disc shall be bound in sets in heavy duty 3 ring binders and delivered no later than on the date of mobilization.
- E. No photography shall be done during periods of significant precipitation, mist or fog.
- F. The photography shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording. Proper flash lighting shall be used inside the buildings and less lighted areas.

3.0 EXECUTION

NOT USED

END OF SECTION

SECTION 01 32 33

CONSTRUCTION PHOTOGRAPHS

1.0 GENERAL

1.01 RELATED WORK

NOT USED

1.02 DESCRIPTION

- A. The Contractor shall be responsible for the production of construction photographs showing the regular progress of the Work. The Engineer shall be able to designate the subject of additional photographs as required.
- B. Before commencement of the Work and continuing through the duration of the contract, the Contractor shall take not less than ten (10) exposures consisting of different subjects or angles of view for each exposure. The exposures shall be taken from various locations on the construction site for adequate documentation of the Work. The photographer shall attempt to use the same locations for four (4) exposures at each interval. The exposures shall be taken at intervals not exceeding two (2) weeks in duration. The Contractor shall take ten (10) additional exposures at the completion of the Work as directed by the Engineer. All photographs shall be furnished to the Engineer within two (2) weeks after each exposure.
- C. All still photographs shall be taken in digital format. Photographs shall be sharp clear, bright, well focused with accurate colors free from distortion or any other form of picture imperfection. The date, time, and identification number of each photograph shall be displayed onto the electronic media and print. The Engineer and Owner shall be furnished with 3 - 4" x 5" color glossy prints (4 photos per page) of each exposure positioned in plastic pages with full descriptions of each photograph (origin, location, etc.) attached to the back of the print. In addition to the photo images, each image shall be provided in an electronic format, stored on CD or DVD with references to the photo provided. The prints and media disc shall be bound in sets in heavy duty 3 ring. No photography shall be done during periods of significant precipitation, mist or fog. The photography shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording. Proper flash lighting shall be used inside the buildings and less lighted areas.

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

NOT USED

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

1.0 GENERAL

1.01 RELATED REQUIREMENTS

A. DIVISION 0

B. DIVISION 1

1.02 DESCRIPTION

- A. Engineering data covering all equipment and fabricated materials to be furnished under this contract shall be submitted to the Engineer for review after the contractor verifies all applicable field measurements, quantities, dimensions, performance criteria, etc. This data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external operation of connections, anchorages, and supports required, wiring diagrams; piping diagrams; controls; performance characteristics and capacities; and dimensions and clearances needed for installation and correlation with other materials and equipment. If manufacturer's standard drawings are submitted, modify and delete information which is not applicable to the Work. The Engineer will not be required to review incomplete submittals.
- B. All submittals, regardless of origin, shall be stamped with the approval of Contractor and identified with the name and number of this contract, Contractor's name, date, and references to applicable specification paragraphs and Contract Drawings. By approving Submittals, Contractor represents that he has determined and verified all materials, field measurements and field construction criteria related thereto and that he has checked and coordinated the information within the submittal with the requirements of the Work. Each submittal shall indicate the intended use of the item in the Work. When catalog pages are submitted, applicable items shall be clearly identified. The current revision, issue number, and date shall be indicated on all drawings and other descriptive data. Submittals shall reference sheet and/or section numbers of the Contract Documents to which they relate.
- C. All deviations from the Contract Documents shall be specifically and clearly identified on each submittal and shall be tabulated in Contractor's letter of transmittal. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by Contractor (including modifications to other facilities that may be a result of the deviation) and all required piping and wiring diagrams.
- D. Contractor shall accept full responsibility for the completeness of each submission, and, in the case of a resubmission, shall verify that all exceptions previously noted by Engineer have been taken into account. In the event that more than one resubmission is required because of failure of Contractor to account for exceptions previously noted,

Contractor shall reimburse Owner for the charges of Engineer for review of the additional resubmission.

- E. Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Time unless delay of the Work is directly caused by a change in the Work authorized by a Change Order or by failure of Engineer to return any submittal within 28 calendar days after its receipt in the Engineer's office.
- F. Engineer's review of drawings and data submitted by Contractor will cover only general conformity to the Contract Documents. Engineer's review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device, or item shown. Engineer's review of submittals shall not relieve Contractor from responsibility for errors, omissions, or deviations, nor responsibility for compliance with the Contract Documents.
- G. Six (6) copies of each drawing and necessary data shall be submitted to Engineer. Engineer will not accept submittals from anyone but Contractor. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades. Resubmittals shall bear the number of the first submittal followed by a letter (A, B, etc.,) to indicate the sequence of the resubmittal.
- H. When the drawings and data are returned marked REJECTED or REVISE AND RESUBMIT, the corrections shall be made as required, as noted thereon, and as indicated by Engineer and corrected copies shall be resubmitted. Commence no portion of work requiring submittals until submittal has been approved by Engineer.
- I. When corrected copies are resubmitted, Contractor shall, in writing, direct specific attention to all revisions and shall list separately any revisions made other than those called for by Engineer on previous submissions. Resubmittals shall be clearly and obviously labeled as such.
- J. When the drawings and data are returned marked REVIEWED or REVIEWED AS NOTED, no additional copies need be furnished. Contractor is responsible for distributing copies to his subcontractors and material suppliers.

1.03 SAMPLES

- A. Samples shall be of sufficient size and quantity to:
 - 1. Clearly illustrate the functional characteristics of the product with integrally related parts and attachment devices.
 - 2. Clearly illustrate the full range of color texture, and pattern.
 - 3. Serve as a sample for testing.
- B. Label each sample with identification required for transmittal letter.

1.04 SCHEDULE OF MAJOR EQUIPMENT

- A. The Proposal Form **may** include a list of the major items of Equipment to be furnished and installed on this project. Each Bidder shall state in the space provided in the Proposal Form the name of the manufacturer of the equipment he proposes to use. Only one manufacturer shall be listed for each item. The successful bidder shall be bound to furnish the particular equipment listed in his proposal and no substitutions will be permitted unless the substitution meets the requirements of the contract and is specifically approved in writing by the Owner.
- B. Where manufacturers of this major equipment are mentioned in the specifications followed by the words "or approved equal" any substitution equipment shall be submitted for the Engineer's review. Performance specifications where no manufacturer is mentioned do not require prior review. Structural, electrical and mechanical changes to suit the equipment bid will be the responsibility of, and paid for by, the Contractor.

1.05 EQUIPMENT CONFIGURATIONS

The indicated sizes of equipment shown on the plans and specified herein represent sizes that were used for the design. In the event the Contractor, supplier, or manufacturer changes the size of the equipment, the changes to the adjacent equipment, piping, or required additional wiring in order to provide for adaptation of equipment to the project shall be coordinated by the Contractor and shall be called to the attention of the Engineer at the time of the affected submittal. Any expense incurred in changing equipment sizes shall be borne by the Contractor.

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

3.01 AGREEMENT IN PRODUCTION OF SUBMITTALS

- A. Contractor agrees that Shop Drawing Submittals processed by the Engineer are not Change Orders; that the purpose of Shop Drawing Submittals by the Contractor is to demonstrate to the Engineer that the Contractor understands the design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing the fabrication and installation methods he intends to use.

Contractor further agrees that if deviations, discrepancies, or conflicts between Shop Drawing Submittals and the contract documents in the form of design drawings and specifications are discovered either prior to or after Shop Drawing Submittals are processed by the Engineer, the design drawings and specifications shall control and shall be followed.

END OF SECTION

SECTION 01 39 19

PROJECT MEETINGS

1.0 GENERAL

1.01 SCOPE

- A. The Owner's Representative may schedule and administer pre-bid and pre-construction meetings, periodic progress meetings, and specially called meetings throughout the progress of the work.
 - 1. Specially called meetings may be held at the job site during normal working hours, as necessary to expedite the progress of the job.
- B. The Owner's Representative shall direct individuals attending the meeting to:
 - 1. Prepare agenda for meetings.
 - 2. Distribute written notice of each meeting.
 - 3. Preside at meetings.
 - 4. Record the minutes; include all significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- C. Representatives of Contractors, subcontractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.02 RELATED WORK

- A. Section 01 77 00 - Contract Closeout

1.03 PRE-CONSTRUCTION MEETING

- A. After notification that the contract has been executed and prior to the commencement of the Work at the site, the Owner's Representative shall arrange with the Owner, Using Agency and the Contractor to conduct a Pre-Construction Conference.
- B. Location: Project site or where directed by the Owner's Representative.
- C. Attendance:
 - 1. Owner's Representative.
 - 2. Using Agency's Representative.

3. Engineer, his Professional Consultants, and his Project Representative.
 4. Contractor.
 5. Contractor's Superintendent.
 6. Principal Subcontractors.
 7. Principal Suppliers and manufacturer's representatives as appropriate.
 8. Others as Appropriate.
- D. The Contractor shall coordinate and be responsible for the attendance of his principal Subcontractors.
- E. The Contractor shall furnish at the time of the pre-construction meeting to the Owner's Representative, the Engineer and Using Agency six (6) copies of the following documents:
1. Schedule of Values.
 2. List of Subcontractors.
 3. List of major material suppliers.
 4. Construction Schedule.
 5. Procurement Schedule.
 6. Shop Drawings and Submittal Schedule
 7. Excavation Plan.
- F. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include:
1. Contractor's tentative schedules.
 2. Transmittal, review, and distribution of Contractor's submittals.
 3. Processing applications for payment. Application format.
 4. Maintaining record documents.
 5. Critical Work sequencing.
 6. Field decisions and Change Orders.

7. Use of premises, office and storage areas, security, housekeeping, and Owner's needs.
8. Major equipment deliveries and priorities.
9. Contractor's assignments for safety and first aid.
10. Submission of executed bonds and insurance certificates if not previously submitted.

1.04 PROGRESS MEETINGS

- A. Progress meetings will be scheduled by the Owner's Representative or the Engineer after consulting with the Owner and the Using Agency. These meetings shall be no more often than one per week as required by progress of the work, exclusive of any other meetings scheduled by the Owner's Representative, Owner or Using Agency.
 1. It shall be the responsibility of the Owner's Representative to notify the Owner, Using Agency, and the Contractor of the time, place and date of the "Progress Meeting".
 2. It shall be the responsibility of the Contractor to notify all suppliers and subcontractors.
- B. The purpose of these regular meetings is to assess, realistically, the current status and progress of the work, to effect coordination, cooperation and assistance in every practical way and to discuss changes in scheduling, and to resolve other problems which may develop. This should maintain the progress of the project on schedule and complete the project within the contract time.
- C. These meetings will be called as required during progress of the work.
- D. Location of the meetings: The project field office or other location where directed by the Owner's Representative.
- E. Attendance:
 1. Owner's representative.
 2. Using Agency's representative.
 3. Engineer, his professional consultants, and his Project Representative.
 4. Contractor.
 5. Contractor's Superintendent.
 6. Principal Subcontractors, and all subcontractors active on the site.
 7. Principal Suppliers and Manufacturer's Representatives.

8. Others as appropriate.

F. Suggested Agendum:

1. Review and approve minutes of previous meeting.
2. Review of work progress since previous meeting.
3. Note field observations, problems, conflicts.
4. Identify problems which impede Construction Schedule.
5. Review off-site fabrication, delivery schedules.
6. Develop corrective measures and procedures to regain projected schedule.
7. Revise Construction Schedule as required.
8. Plan progress, schedule, during succeeding work period.
9. Coordination of schedules.
10. Review submittal schedules; expedite as required to maintain schedule.
11. Review maintenance of quality and work standards.
12. Review proposed changes for the effect on Construction Schedule, completion date, and coordination.
13. Complete other current business.

END OF SECTION

SECTION 01 42 00

REFERENCE STANDARDS AND DEFINITIONS

1.0 GENERAL

1.01 RELATED REQUIREMENTS

NOT USED

1.02 REFERENCE STANDARDS

- A. Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of receipt of bids, unless specifically stated otherwise.

1.03 PROJECT DEFINITIONS

- A. OWNER. The Owner of the subject project is St. John the Baptist Parish.
- B. ENGINEER. The Engineer of the subject project is Burk-Kleinpeter, Inc..

1.04 DEFINITIONS

- A. ADDENDUM. A Written revision, correction, interpretation, clarification or supplement to the plans, specifications or other contract documents issued by authority of the Engineer prior to opening bids, which will become a part of the contract.
- B. ADVERTISEMENT. A public announcement inviting bids for work to be performed or materials to be furnished.
- C. BASE COURSE. The layer or layers of specified material of designed thickness or a subbase or subgrade to support a surface course.
- D. BIDDER. An individual, partnership, firm, corporation, or any acceptable combination thereof, or joint venture submitting a proposal.
- E. CALENDAR DAY. Every day shown on the calendar, beginning and ending at midnight.
- F. CONTRACTING AGENCY. City Council or other governing authority of a Parish, State Office, Agency, Board, Commission, Public Corporation or other political subdivision of the State, in whose name the contract will be executed. The Contracting Agency is further defined in the Notice to Contractors.
- G. CONTRACT. The written agreement between Owner and the Contractor setting forth obligations of the parties thereunder, for performance of the prescribed work.

The contract includes the invitation for bids, proposal, contract form and contract bond, specifications, supplemental specifications, special provisions, general and detailed plans; also, any plan changes and supplemental agreements that are required to complete construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

- H. **CONTRACT BOND.** The approved form of security, executed by the Contractor and his surety or sureties, guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and payment of all legal debts pertaining to construction of the project.
- I. **CONTRACT ITEM (Pay Item).** A specific unit of work for which a price is provided in the contract.
- J. **CONTRACTOR.** The individual, partnership, firm, corporation or any acceptable combination thereof, or joint venture contracting for performance of prescribed work.
- K. **EQUIPMENT.** All machinery and equipment, with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for proper construction and acceptable completion of the work.
- L. **EXTRA WORK.** An item of work not provided for in the contract as awarded but found essential by the Owner for satisfactory completion of the contract within its intended scope.
- M. **HIGHWAY, STREET OR ROAD.** A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way. Recommended usage in urban areas - highway or street; in rural areas - highway or road.
- N. **INSPECTOR.** The Owner's authorized representative assigned to make detailed inspections of contract performance.
- O. **ADVERTISEMENT FOR BIDS.** The advertisement for proposals for all work or materials on which bids are required. Such advertisement will indicate location and description of the work, and time and place of opening bid proposals.
- P. **LABORATORY.** The Owner's testing laboratory or any other testing laboratory approved by the engineer.
- Q. **MATERIALS.** Any substances specified for use in the construction of the project and its appurtenances.
- R. **NOTICE TO PROCEED.** Written notice to the Contractor to proceed with the contract work, including the date of beginning of contract time.
- S. **PARISH.** The Parish in which the specified work is to be done.
- T. **PLAN CHANGE.** A general term denoting changes to the contract.

- U. PLANS. The contract drawings which show location, type, and dimensions of the prescribed work and may include layouts, profiles, cross sections and other details.
- V. PROJECT. A specific undertaking of construction as described by the plans and specifications within prescribed limits.
- W. PROPOSAL. The offer of a bidder, on the prescribed form, to perform the stated work and to furnish the labor and materials at the prices quoted.
- X. PROPOSAL FORM. The prescribed form on which the offer of a bidder must be submitted.
- Y. PROPOSAL GUARANTY. The required security furnished with a bid proposal.
- Z. RIGHT OF WAY. Land, property or interest therein, reserved for use in constructing, maintaining and protecting an improvement.
- AA. SPECIAL PROVISIONS. Additions and revisions to the standard and supplemental specifications covering conditions applicable to the project.
- BB. SPECIFICATIONS. The compilation of provisions and requirements for the performance of prescribed work.

Standard Specifications - A book of specifications for general application and repetitive use.

Supplemental Specifications - Additions and revisions to the Standard Specifications.

Project Specifications - All Standard Specifications, Supplemental Specifications, Technical Specifications, Special Provisions and other provisions that are applicable to the project.

Technical Specifications - Requirements pertaining to specific items or methods of performing the work and to quantities and qualities of materials to be furnished, and shall be considered part of the contract.
- CC. SPECIFIED. Set forth or stipulated in the plans or specifications or elsewhere in the contract documents; such as materials, equipment or methods.
- DD. STATE. The State which the project is being constructed or the Governing body of this state acting through its authorized representative.
- EE. STRUCTURES. Bridges, culverts, catch basins, junction boxes, retaining walls, cribbing, manholes, endwalls, buildings, sewers, dams, floodgates, plumbing stations, docks, wharves, levees, boat ramps, pile dolphins, jetties, service pipes, underdrains, foundation drains and other features encountered in the work and not otherwise classed herein.
- FF. SUBBASE. The layer or layers of specified or selected material of designed thickness placed on a subgrade to support a base course.

- GG. SUBCONTRACTOR. An individual, partnership, firm, corporation, or any acceptable combination thereof, or joint venture, to which the Contractor sublets part of the contract.
- HH. SUBGRADE. The surface of a foundation layer upon which the pavement structure and shoulders are constructed.
- II. SUBSTRUCTURE. That part of the structure below the bearings of simple and continuous spans, skewbacks or arches and tops of footings or rigid frames, including backwalls, wingwalls and wing protection railings.
- JJ. SUPERINTENDENT. The Contractor's authorized representative in responsible charge of the work.
- KK. SUPERSTRUCTURE. The entire structure above the substructure including but not limited to the deck, girders, bearings, deck drainage system, etc..
- LL. SUPPLEMENTAL AGREEMENT. A written agreement made and entered into by and between the Contractor and the Owner covering work not otherwise provided for, revisions in or amendments to terms of the contract or conditions specifically prescribed in the specifications as requiring supplemental agreements. Such supplemental agreement becomes a part of the contract when approved and properly executed.
- MM. SURETY. The corporation, partnership or individual, other than the contractor, executing a bond furnished by the contractor.

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

NOT USED

END OF SECTION

SECTION 01 42 13

ABBREVIATIONS AND SYMBOLS

1.0 GENERAL

1.01 RELATED REQUIREMENTS:

NOT USED

1.02 DESCRIPTION

A. Abbreviations used in the Contract Documents are defined as follows:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACEC	American Consulting Engineers Council
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AFBMA	Antifriction Bearing Manufacturers Association
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARI	Air Conditioning and Refrigeration Institute
ARIB	Asphalt Roofing Industry Bureau
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWI	American Woodworking Institute
AWPA	American Wood Preservers Association

AWPA	American Wood Products Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BIA	Brick Institute of America
BHMA	Builders Hardware Manufacturers Association
BOCA	Building Officials Council of America
CE	Corps of Engineers, U.S. Army
CISPI	Cast Iron Soil Pipe Institute
CMA	Crane Manufacturing Association
CPSC	U. S. Consumer Products Safety Commission
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
CSI	Construction Specifications Institute
DHI	Door and Hardware Institute
EJCDC	Engineers Joint Contract Documents Committee
EPA	Environmental Protection Agency
Fed Spec	Federal Specifications
FDA	Food & Drug Administration
FGMA	Flat Glass Marketing Association
FM	Factory Mutual Engineering Corporation
FMA	Flat Glass Marketing Association
FS	Federal Specifications
FSS	Federal Specifications and Standards, General Services Administration
GA	Gypsum Association
HMI	Hoist Manufacturers Institute
IBBM	Iron Body, Bronze Mounted
ICBO	International Conference of Building Officials
IEEE	Institute Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IFI	Industrial Fasteners Institute
IPCEA	Insulated Power Cable Engineers Association
IPS	Iron Pipe Size
ISA	Instrument Society of America
LADOTD	Louisiana Department of Transportation and Development
LSGA	Laminators Safety Glass Association
MBMA	Metal Building Manufacturers Association
MIL	Military Specification
ML/SFA	Metal Lath/Steel Framing Association
MSS	Manufacturers Standardization Society
MUTCD	Manual on Uniform Traffic Control Devices
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBC	National Building Code
NBHA	National Builders Hardware Association
NBS	National Bureau of Standards
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association

NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NPA	National Particleboard Association
NPCA	National Pest Control Association
NPT	National Pipe Thread
NRCA	National Roofing Contractors Association
NSF	National Sanitation Foundation
NSPE	National Society for Professional Engineers
NWMA	National Woodwork Manufacturers Association
NWWDA	National Wood Window and Door Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PDI	Plumbing & Drainage Institute
PFI	Pipe Fabrication Institute
PPI	Plastic Pipe Institute
PS	Product Standards
RCSC	Research Council on Structural Connections
RMA	Rubber Manufacturers Association
SAE	Society of Automotive Engineers
SBCCI	Southern Building Code Congress International
SCPRF	Structural Clay Products Research Foundation
SCS	Soil Conservation Service, U.S. Department of Agriculture
SDI	Steel Deck Institute
SDI	Steel Door Institute
SFPA	Southern Forest Products Association
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPI	Society of the Plastics Industry
SPIB	Southern Pine Inspection Bureau
SSPC	Steel Structures Painting Council
STI	Steel Tank Institute
SWI	Sealant and Waterproofers Institute
SWI	Steel Window Institute
TCA	Tile Council of America
TPI	Truss Plate Institute
UL	Underwriters' Laboratories
US	U. S. Bureau of Standards
WPRS	Water and Power Resources Service
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

NOT USED

END OF SECTION

SECTION 01 45 00
QUALITY CONTROL

1.0 GENERAL

1.01 QUALITY CONTROL, GENERAL

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship on this project.
- B. Perform work only by persons qualified by equivalent applicable union standards to produce workmanship of the specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.
- D. Comply with manufacturer's instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, notify and request clarification from Engineer before proceeding.

1.02 SITE INVESTIGATION AND CONTROL

- A. The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the Work due to his failure to comply with this requirement.
- B. The Contractor shall inspect related, adjacent, and appurtenant Work and shall report in writing to the Engineer any conditions which will prevent proper completion of the Work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair or replacement caused by unsuitable conditions shall be performed by the Contractor at its sole cost and expense.

1.03 INSPECTION OF THE WORK

- A. The Work shall be conducted under the general observation of the Engineer and shall be subject to inspection by representatives of the Engineer acting on behalf of the Owner to insure strict compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, shop or field inspection, as required. The Engineer shall be permitted access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
- B. The presence of the Engineer or any inspector(s), however, shall not relieve the Contractor of the responsibility for the proper execution of the work in accordance with all requirements of the Contract Documents. Compliance is a duty of the Contractor, and said duty shall not be avoided by any act or omission on the part of the Engineer or any inspector(s).

- C. All materials and articles furnished by the Contractor shall be subject to rigid inspection, and no materials or articles shall be used in the Work until they have been inspected and accepted by the Owner or his representative. No Work shall be backfilled, buried, cast in concrete, hidden or otherwise covered until it has been inspected. Any Work so covered in the absence of inspector shall be subject to uncovering. Where uninspected work cannot be uncovered, such as in concrete cast over reinforcing steel, all such Work shall be subject to demolition, removal and reconstruction under proper inspection, and no additional payment will be allowed therefor.

1.04 TIME OF INSPECTIONS AND TESTS

- A. Samples and test specimens required under these Specifications shall be furnished and prepared for testing in ample time for the completion of the necessary tests, analyses and reporting of results before said articles or materials are to be used. The Contractor shall furnish and prepare all required test specimens at its own expense. Except as otherwise provided in the Contract Documents, performance of the required tests will be by the Owner, and all costs thereof will be borne by the Owner at no extra cost to the Contractor; except, that the costs of any tests which show unsatisfactory results shall be borne by the Contractor.
- B. Whenever the Contractor is ready to backfill, bury, cast in concrete, hide or otherwise cover any Work under the Contract, the Engineer shall be notified not less than 24 hours in advance to request inspection before beginning any such Work of covering. Failure of the Contractor to notify the Engineer at least 24 hours in advance of any such inspections shall be reasonable cause for the Engineer to order a sufficient delay in the Contractor's schedule to allow time for such inspections and any remedial or corrective Work required, and all costs of such delays, including its effect upon other portions of the Work, shall be borne by the Contractor. Payment for items which are built uninspected or unverified may be delayed by the Engineer until satisfactory evidence of compliance is attained.

1.05 SAMPLING AND TESTING

- A. When not otherwise specified, all sampling and testing shall be in accordance with methods prescribed in the current standards of the ASTM or related standard entity, as applicable to the class and nature of the article or materials considered; however, the Owner reserves the right to use any generally-accepted system of inspection which, in the opinion of the Engineer, will insure the Owner that the quality of the workmanship is in full accordance with the Contract Documents.
- B. Any waiver of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any technical or qualitative requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the Engineer shall reserve the right to make independent investigations and tests as specified in the following paragraph and, upon failure of any portion of the Work to meet any of the quantitative requirements of

the Contract Documents, shall be reasonable cause for the Engineer to require the removal or correction and reconstruction of any such Work.

- D. In addition to any other inspection or quality assurance provisions that may be specified, the Engineer shall have the right to independently select, test and analyze, at the expense of the Owner, additional test specimens of any or all of the materials to be used. Results of such tests and analyses shall be considered along with the tests and analyses made by the Contractor to determine compliance with the applicable specifications for materials so tested or analyzed; provided that wherever any portion of the Work is discovered, as a result of such independent inspection and investigation, and all costs of removal, correction and reconstruction, or repair of any such Work shall be borne by the Contractor.

1.06 RIGHT OF REJECTION

- A. The Engineer, acting for the Owner, shall have the right, at all times and places, to reject any articles or materials to be furnished herein which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work at the site. If the Engineer or inspector, through an oversight or otherwise, has accepted materials or Work which is defective or which is contrary to the Contract Documents, such material, no matter in what stage or condition of manufacture, delivery or erection, may be rejected by the Engineer or the Owner.
- B. The Contractor shall promptly remove rejected articles or material from the site of the Work after notification of rejection.
- C. All costs of removal and replacement of rejected articles or materials from the site of the Work after notification of rejection shall be borne by the Contractor.

1.07 TESTING LABORATORY SERVICES

- A. The Owner will select and pay for the services of an independent testing laboratory to perform specified testing quality control and services.
 - 1. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.
 - 2. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.
 - 3. 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 by and approval of the Contractor.
- B. Related Requirements
 - 1. Inspections and testing required by laws, ordinances, rules, regulations, orders or approvals of public authorities as mentioned in the Conditions of the Contract.

2. Certification of Products indicated in respective Specification Sections.
- C. Testing laboratory inspecting, sampling, and testing is required for, but not limited to:
1. Soils Compaction and Control.
 2. Paving.
 3. Cast-in-Place Concrete.
 4. Structural Steel Welding
 5. Metal Fabrications.
 6. Concrete Piles.
 7. Paintwork.
- D. Qualification of Laboratory
1. Meet "Recommended Requirements of Independent Laboratory Qualification," latest edition, published by American Council of Independent Laboratories.
 2. Meet basic requirements of ASTM E 329, "Standard Recommended Practice for inspection and Testing Agencies for Concrete, Steel and Bituminous Materials as Used in Construction".
 3. Authorized to operate in the State in which the Project is located.
- E. Laboratory Duties
1. Cooperate with Engineer and Contractor; provide qualified personnel after due notice.
 2. Perform specified inspections, sampling and testing and reporting of results of materials and methods of construction:
 - a. Comply with specified standards.
 - b. Ascertain compliance of materials with requirements of Contract Documents.
 - c. Tests and inspections shall be conducted in accordance with specified requirements and if not specified, in accordance with applicable standards of American Society of Testing and Materials and other recognized authorities as applicable.
 3. Promptly notify Engineer and Contractor of observed irregularities or deficiencies of work or products.

4. Promptly submit written reports of each test and inspection; at least one copy each to Engineer, Owner, and Contractor.
 5. Perform any additional tests as required by the Engineer or Owner.
- F. Limitations of Authority of Testing Laboratory.
1. Laboratory is not authorized to:
 - a. Release, revoke, alter or enlarge any requirements of Contract Documents.
 - b. Approve or accept any portion of the Work.
 - c. Perform any duties of the Contractor.
- G. Contractor's Responsibilities
1. Cooperate with laboratory personnel, provide access to Work and to Manufacturer's operations.
 2. Provide to the laboratory and to the Engineer the preliminary design mix proposed to be used for concrete and other materials and mixes which require control by the testing laboratory.
 3. Furnish copies of Products test reports as requested.
 4. Furnish incidental labor and facilities:
 - a. To provide access to Work to be tested.
 - b. To obtain and handle samples at the Project Site or at the source of the product to be tested.
 - c. To facilitate inspections and tests.
 - d. For protection, storage and curing of test samples.
 5. Costs of tests, samples and mock-ups of substitute and specified material, where the substitution is requested by the Contractor and the tests are necessary in the opinion of the Engineer to establish equality qualified with specified items, shall be borne by the Contractor.
 6. Notify laboratory and Owner's Representative sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
 7. Employ and pay for the services of a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required:
 - a. For the Contractor's convenience.

- b. When initial tests indicate Work does not comply with Contract Documents.
- c. When required by laws, ordinances, rules, regulations, orders or approvals of public authorities.

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

NOT USED

END OF SECTION

SECTION 01 51 00

TEMPORARY UTILITIES

1.0 GENERAL

1.01 RELATED WORK

NOT USED

1.02 TEMPORARY UTILITIES

- A. Comply with National Electric Code
- B. Contractor shall provide and maintain all temporary utilities such as heating, lighting and electricity for the operation of Contractor's plant or equipment or for any other use by Contractor. Heating, air conditioning and lighting shall be maintained at the project office and project site if applicable until the Work is granted final acceptance. General construction and safety lighting: five (5) foot-candles minimum; and finishing work and testing: twenty-five (25) foot-candles minimum.
- C. Contractor shall discover characteristics of available sources of electrical power (voltage, phases, amps, etc.) and shall coordinate with his needs as required.

1.03 TEMPORARY TELEPHONE SERVICE (Not Required)

- A. Contractor shall make all necessary arrangements with the telephone utility for telephones in the temporary field office(s) for the duration of Project. All telephone numbers shall be in the name of the Contractor, and all charges after installation shall be billed to and paid by the Contractor.
- B. All Contractors and others performing work or furnishing services at the site shall be permitted to use Contractor's telephone without charge for toll-free calls pertaining to the Work.

1.04 TEMPORARY WATER

- A. All water (including extensions of lines and connections) required for and in connection with the Work to be performed and for any specified tests of piping, equipment, devices, etc., or for any other use as may be required for proper completion of the Work shall be provided by and maintained at the expense of the Contractor. No separate payment for water used or required will be made and all costs in connection therewith shall be included in the contract bid price.
- B. Size piping to supply construction needs.
- C. All drinking water on the site during construction shall be furnished by the Contractor and shall be bottled water.

1.05 TEMPORARY SANITARY FACILITIES

- A. Contractor shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and other performing work or furnishing services on the Project.
- B. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 men. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

1.06 TEMPORARY VENTILATION

- A. Provide ventilation to prevent accumulation of dust, fumes or gases and to properly cure materials and disperse humidity.

1.07 MEASUREMENT

There shall be no measurement for Temporary Utilities.

1.08 PAYMENT

Payment for Temporary Utilities will be made under “Mobilization and Demobilization”.

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

3.01 REMOVAL

- A. Completely remove all temporary utilities when their use is no longer required. Clean and repair damage caused by temporary installation.
- B. Relocate temporary facilities during construction as required by progress of the Work at no additional cost to the Owner.

END OF SECTION

SECTION 01 52 13

FIELD OFFICES AND SHEDS

1.0 GENERAL

1.01 RELATED WORK

- A. Section 01 77 00 - Project Closeout
- B. Section 01 71 13 - Mobilization and Demobilization

1.02 DESCRIPTION

- A. During the performance of this contract, Contractor shall maintain a suitable temporary field office at the site of the Work which shall be the headquarters of his representative authorized to receive drawings, instructions or other communications or articles. Any communication given to the said representative or delivered at Contractor's office at the site of the Work in his absence shall be deemed to have been delivered to Contractor.
- B. Location of temporary field office shall be subject to Engineer's and Owner's acceptance.
- C. Temporary buildings and structures shall conform to all codes applicable to such facilities.
- D. Copies of the drawings, specifications and other contract documents shall be kept at Contractor's office at the site of the Work and available for use at all times.
- E. Furnish, install and maintain for the duration of the Project, all required scaffolds, tarpaulins, canopies, steps, bridges, platforms, and other temporary construction necessary for proper completion of the Work in compliance with all safety regulations, plans and ordinances.

1.03 OWNER'S REPRESENTATIVE FIELD OFFICE

- A. Contractor shall provide a suitable field office with at least 400 square feet of floor space, either adjacent to or partitioned off from his office at the site, for use of the Owner's Project Representative and any inspectors. The office shall be provided with an outside entrance door with a substantial lock, stairs, glazed windows suitable for light and ventilation, adequate heating, air conditioning, sanitary facilities and lighting facilities. Contractor shall pay all electricity and heating bills. The office shall be furnished with a desk, a four drawer legal size filing cabinet, a work table, chairs, a plan rack, a 4'x8' meeting table, and a locker for storage of surveying instruments. The doors on the storage locker shall be equipped for padlocking. The general arrangement of the office and facilities provided shall be acceptable to Engineer.

1.04 TEMPORARY STORAGE FACILITIES

- A. Provide temporary weathertight storage facilities with raised floors as required by storage needs.
- B. Location of temporary storage facilities shall be subject to Engineer's and Owner's acceptance.

1.05 MEASUREMENT

There shall be no measurement for field offices and sheds.

1.06 PAYMENT

Payment for field offices and sheds will be made under "Mobilization and Demobilization".

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

- A. Completely remove temporary facilities when their use is no longer required. Clean and repair damage caused by temporary installations.
- B. Relocate temporary facilities as required by the progress of construction.

END OF SECTION

SECTION 01 60 00

MATERIAL AND EQUIPMENT

1.0 GENERAL

1.01 RELATED WORK

A. Section 01 66 00 - Storage and Protection

1.02 DESCRIPTION

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 accordance 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.
 - e. Equipment Capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.
5. Whenever an article, device or piece of equipment specified herein (or as indicated on the Drawings) is referred to in the singular number, such reference shall apply to as many such articles as are indicated on the Drawings or required to complete the installation within the general intent of the Contract Documents.

B. Contractor shall be fully responsible for all materials and equipment which he has furnished, and shall furnish necessary replacements at any time prior to expiration of the Correction Period.

- C. Off-site storage arrangements shall be acceptable to Owner for all materials and equipment not incorporated into the work but included in Applications for Payment. Such off-site storage arrangements shall be presented in writing, and shall afford adequate and satisfactory security and protection. Off-site storage facilities shall be accessible to Engineer.
- D. Existing materials and equipment removed, and not reused or suitable for salvage, shall become Contractor's property.
- E. Any items damaged in removal, storage or handling through carelessness or improper procedures shall be replaced by Contractor in kind or with new items.
- F. Existing materials and equipment removed by Contractor shall not be reused in the Work except where so specified or indicated.
- G. All items mentioned in these Contract Documents shall be handled in conformance with this Section, Section 01620, instructions in the related Sections, and manufacturer's literature.
- H. The security of Owner furnished equipment shall become the responsibility of the Contractor upon taking delivery of the items at the office of the Owner.

1.03 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 Engineer.
 - 1. Maintain one set of complete instructions at the job site during installation and until Project completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accordance 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 such Work without clear instructions.
- C. Perform Work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflicts and delays with Work and conditions at the site.
- B. Deliver products in undamaged condition, in manufacturer's original containers or packaging with identifying labels intact and legible. Labels shall indicate manufacturer

and product name, description, mixing and application instructions, limitations, cautions and warnings.

- C. Immediately upon delivery, inspect shipments to ensure proper material, color, type, quantities, and to assure compliance with the Contract Documents and approved submittals and that the products are undamaged.
- D. Provide equipment and personnel to handle products by methods to prevent soiling or damage to the product or packaging.

1.05 PROTECTION AFTER INSTALLATION

- A. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove coverings when no longer needed.

1.06 SUBSTRATE CONDITIONS

- A. Contractor shall be responsible for verifying and obtaining proper substrate conditions, tolerances and material alignments to receive applied or attached materials and construction.
- B. Substrates shall be sound, clean, dry and free of imperfections or conditions which would be detrimental to receipt of applied materials.
- C. Align materials to give smooth, uniform surface planes within specified tolerances and straight, level and plumb surfaces.
- D. Inspect substrates prior to installation of applied materials. Correct unacceptable conditions prior to proceeding with work.

1.07 FINISHED SURFACES

- A. Finished surfaces shall be clean, uniform and free of damages, soiling or defects in material and finish.
- B. Finished surfaces shall match color and texture of samples provided or approved by Engineer.
- C. Protection:
 - 1. Protect finished surfaces from damage and soiling during application, drying or curing, as applicable.
 - 2. Provide temporary protective coverings or barriers required.

2.0 PRODUCTS

2.01 EVIDENCE OF COMPLIANCE

- A. All material and equipment used in the completion of this work shall be accompanied by certificates of compliance with the applicable requirements of the specifications. These certificates shall state date of manufacture, manufacturer, local representative, component sources and other pertinent specified facts of manufacture.

3.0 EXECUTION

NOT USED

END OF SECTION

SECTION 01 66 00

STORAGE AND PROTECTION

1.0 GENERAL

1.01 RELATED WORK

NOT USED

1.02 DESCRIPTION

- A. All materials shall be suitably packaged (in manufacturer's original packaging with labels and seals intact) to facilitate handling and protect against damage during storage.
- B. Painted or coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. All painted or coated surfaces which are damaged prior to acceptance of equipment shall be repaired to the satisfaction of the Engineer. If the Engineer deems the damage to be too extensive for repair, the material will be rejected and disposed of by the Contractor at No Direct Pay.
- C. Each item, package, or bundle of material shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall accompany each shipment.

1.03 MEASUREMENT

There shall be no measurement for storage and protection.

1.04 PAYMENT

Payment for storage and protection will be made under "Mobilization and Demobilization".

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

3.01 STORAGE, GENERAL

- A. Store products, immediately on delivery, in accordance with manufacturer's instructions. Protect until installed.
- B. Arrange storage in a manner to provide access for maintenance of stored items and for inspection.

- C. Store and handle paints and products subject to spillage in areas where spills will not deface surfaces.
- D. Flammable or hazardous materials:
 - 1. Store minimum quantities in protected areas.
 - 2. Provide appropriate type fire extinguishers near storage areas.
 - 3. Observe manufacturer's precautions and applicable ordinances and regulations.

3.02 EXTERIOR STORAGE

- A. Provide substantial platforms, blocking, or skids, to support fabricated products above ground; slope to provide drainage. Protect products from soiling and staining.
- B. For products subject to discoloration or deterioration from exposure to the elements, cover with impervious sheet material. Provide ventilation to avoid condensation.
- C. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
- D. Provide surface drainage to prevent erosion, pollution by mixing and ponding of water.
- E. Prevent mixing of refuse or chemically injurious materials or liquids.

3.03 OFF-SITE STORAGE

- A. Off-site storage arrangements for Contractor-furnished equipment and materials shall be acceptable to Owner for all materials and equipment not incorporated into to the work but included in Applications for Payment. Such off-site storage arrangements shall be presented in writing and shall afford adequate and satisfactory security and protection. Off-site storage facilities shall be accessible to Engineer.

3.04 MAINTENANCE OF STORAGE

- A. Periodically inspect stored products on a scheduled basis.
- B. Verify that storage facilities comply with manufacturer's product storage requirements.
- C. Verify that manufacturer's required environmental conditions are maintained continually.
- D. Verify that surfaces of products exposed to the elements are not adversely affected; that any weathering of finishes is acceptable under requirements of Contract Documents.

END OF SECTION

SECTION 01 71 13

MOBILIZATION AND DEMOBILIZATION

1.0 GENERAL

1.01 SCOPE

- A. The Work shall consist of the preparatory and closeout work of the Contractor's forces and equipment necessary for performing the Work required under the Agreement.
- B. It shall include the purchase of contract bonds, insurance, transportation of personnel, equipment, operating supplies, and incidentals to and from the site, establishment and removal of temporary offices, buildings, temporary utilities barricades and enclosures, project signs, security and other necessary facilities at the site; and other preconstruction expenses necessary for the start and closeout of work, excluding the cost of materials.
- C. It shall not include mobilization and demobilization for any specific item of work for which payment for mobilization is provided elsewhere in the Agreement.
- D. This specification covers mobilization and demobilization for work required by the Agreement at the time of award. If additional mobilization costs are incurred during performance of the Agreement as a result of changed or added items of work for which the Contractor is entitled to an adjustment in contract price, compensation for such costs will be included in the price adjustment for the items of work changed or added.

1.02 RELATED WORK

- A. Section 01 51 00 - Temporary Utilities
- B. Section 01 52 13 - Field Offices and Sheds

1.03 MEASUREMENT

No measurement shall be made for mobilization.

1.04 PAYMENT.

- A. Payment will be made monthly as the Work proceeds, after presentation of invoices by the Contractor showing his own mobilization costs and evidence of charges of suppliers, subcontractors, and others for mobilization work performed by them. If the total of such payments is less than the lump sum price for mobilization, the unpaid balance will be included in the final contract payment. Total payment will be the lump sum price for mobilization, regardless of actual cost to the Contractor.
- B. Payment will not be made under this item for the purchase costs of materials having a residual value, the purchase costs of materials to be incorporated into the project, or the purchase costs of operating supplies.

- C. Payment of the lump sum price for mobilization will constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to completion of the Work.
- D. In the event this Agreement is canceled by the Owner, the Contractor will be paid for the actual costs incurred for mobilization to the time of cancellation, which costs will not exceed the total lump sum price for the pay item "Mobilization".

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

NOT USED

END OF SECTION

SECTION 01 71 23

FIELD ENGINEERING AND SURVEYING

1.0 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall provide and pay for field engineering services and field surveying required for Project.
 - 1. Survey work required in execution of Project.
 - 2. Civil, structural or other professional engineering services specified, or required to execute Contractor's construction methods.

1.02 RELATED REQUIREMENTS

- A. DIVISION 1
- B. DIVISION 2

1.03 QUALIFICATIONS OF SURVEYOR OR ENGINEER

- A. Registered professional engineer or registered land surveyor of the discipline required for the specific service of the Project, licensed in the State of Louisiana and acceptable to the Owner.

1.04 QUALITY CRITERIA

- A. Contractor shall perform the following:
 - 1. Verify existing grades prior to beginning site preparation. If existing grades are at variance with drawings, notify Engineer and receive instructions prior to proceeding.
 - 2. Verify limits of the site preparation and earthwork operations. Locate adjacent buildings and appurtenances.
 - 3. Establish bench marks outside of working limits. Establish two benchmarks, located on the project site, as widely separated as possible.
 - 4. Verify locations and levels of buildings and appurtenances; including structural and facing components. Note variation from the indicated locations and levels.
 - 5. Verify batter boards at building corners.
 - 6. Verify utility locations, including new construction and existing active and inactive utilities encountered during construction activity.

7. Verify outside building lines to ensure correct position of buildings and appurtenances on project site. Make required surveys to fix and verify foundation locations and elevations, column centerlines, piers, walls, pits and trenches.
 8. Measure any settlement of adjacent and project building monthly during construction operations.
 9. Measure deflection in structural members.
 10. Coordinate work of all trades where work is concealed above finish ceilings, below finish floors or within walls, particularly where contract drawings are diagrammatic. Coordinate locations of piping, ductwork, conduit, lighting fixtures and similar items.
- B. Notify Engineer, in writing of on-site conditions which are at variance with the Contract Documents. Compare variations in locations, level, plumbness and deflection with allowable tolerances given in the Contract Documents.

1.05 SURVEY REFERENCE POINTS

- A. The basic horizontal and vertical control points for the Project should be those designated on Drawings. All additional survey, layout, and measurement Work shall be performed by Contractor as a part of the Work. Contractor shall verify all existing grades prior to beginning work on the site.
- B. Contractor shall locate verify and protect control points prior to starting work, and preserve all permanent reference points during construction.
1. Make no changes or relocations without prior written notice to Engineer.
 2. Report to Engineer when any reference point is lost or destroyed, or required relocation because of necessary changes in grades or locations.
 3. Require surveyor to replace Project control points which may be lost or destroyed.
 - a. Establish replacements based on original survey control.

1.06 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Project Record Documents.
- B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means.
- C. From time to time, as directed by the Engineer, verify layouts by same methods.

- D. Contractor shall provide an experienced instrument man, competent assistants, and such instruments, tools, stakes, and other materials required to complete the survey, layout and measurement of Work.
- E. Contractor shall furnish, without charge, competent men from his force and such tools, stakes, and other materials as Engineer may require in establishing or designating control points, in establishing construction easement boundaries, or in checking survey, layout, and measurement of Work performed by Contractor.

1.07 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. Contractor shall keep neat and legible notes of measurements and calculations made by him in connection with the layout of the Work. Copies of such data shall be furnished to the Resident Project Representative for use in checking Contractor's layout.
- C. All field notes and layout data shall be recorded in bound field books.

1.08 SUBMITTALS

- A. Submit name and address of Surveyor and Professional Engineer to Engineer.
- B. On request of Engineer, submit documentation to verify accuracy of field engineering work.
- C. Submit certificate signed by Registered Engineer or Surveyor certifying that elevations and locations of improvements are in conformance, or non-conformance, with Contract Documents.
- D. All field books, notes, and other data developed by Contractor in performing surveys required as part of the Work shall be available to Engineer for examination throughout the construction period. All such data shall be submitted to Engineer with the other documentation required for final acceptance of the Work.

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

NOT USED

END OF SECTION

SECTION 01 73 29

CUTTING AND PATCHING

1.0 GENERAL

1.01 DESCRIPTION

- A. Contractor shall be responsible for all cutting, fitting and patching, including excavation and backfill, required to complete the Work or to:
1. Make its several parts fit together properly.
 2. Uncover portions of the Work to provide for installation of ill-timed work.
 3. Remove and replace defective work.
 4. Remove and replace work not conforming to requirements of Contract Documents.
 5. Remove samples of installed work as specified for testing.
 6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
- B. Related Requirements are Specified in all other DIVISIONS.

1.02 SUBMITTALS

- A. The Contractor shall submit a written request to the Owner's Representative well in advance of executing any cutting or alteration which may affect:
1. The work of the Owner or any separate contractor.
 2. The structural value or integrity of any element of the Project.
 3. The integrity of effectiveness of weather-exposed or moisture-resistant elements or systems.
 4. The efficiency, operational life, maintenance or safety of operational elements.
 5. The visual qualities of sight-exposed elements.
- B. The request shall include:
1. Identification of the Project.
 2. Location and description of the affected work.

3. The necessity for cutting, alteration or excavation.
 4. The effect on the work of the Owner or any separate contractor, or on the structural or weatherproof integrity of the Project.
 5. Description of the proposed work:
 - a. The scope of cutting, patching, alteration, or excavation.
 - b. The trades who will execute the work.
 - c. Products proposed to be used.
 - d. The extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
 8. Written permission of any separate contractor whose work will be affected.
 9. Date and time work will be executed.
- C. Should conditions of the work or the schedule indicate a change of products from the original installation, Contractor shall submit a request substitution.
- D. Contractor shall not undertake any cutting or demolition which may affect the structural stability of the existing facilities without Engineer's concurrence.

2.0 PRODUCTS

2.01 MATERIALS

- A. Comply with specifications and standards for each specific product involved.

3.0 EXECUTION

3.01 INSPECTION

- A. The Contractor shall inspect existing conditions of the Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, the Contractor shall inspect the conditions affecting the installation of Products, or performance of the work. Beginning of cutting or patching means acceptance of existing conditions.

- C. Report unsatisfactory or questionable conditions to the Owner's Representative in writing; do not proceed with the work until the Owner's Representative has provided further instructions.

3.02 PREPARATION

- A. The Contractor shall provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the Work. Contractor shall provide all shoring, bracing, supports, and protective devices necessary to safeguard all Work during cutting and patching operations.
- B. Provide devices and methods to protect other portions of the Project from damage.
- C. Provide protection from the elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. The Contractor shall execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
- B. Provide devices and methods to protect other portions of the Project from damage.
- C. Provide protection from the elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.
- D. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- E. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- F. Restore work which has been cut or removed; install new products to provide completed Work in accordance with requirements of Contract Documents.
- G. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- H. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish the entire unit.

END OF SECTION

SECTION 01 77 00

CONTRACT CLOSEOUT

1.0 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Comply with requirements stated in the General and Supplementary Conditions of the Contract and in the Specifications for administrative procedures in closing out the Work.

1.02 RELATED WORK

- A. General and Supplementary Conditions of the Contract. Fiscal provisions, legal submittals and additional administrative requirements.
- B. Section 01 11 00 - Summary of Work.
- C. Section 01 29 00 - Applications for Payment.

1.03 CLEANING

- A. Before final acceptance, the Contractor shall remove from the site and adjacent property all surplus materials, weeds, bushes, rubbish and temporary structures trailers, tools, equipment, supplies, and unused or waste materials; shall satisfactorily restore by grading, raking, smoothing, and other necessary operations all property which has been worn, rutted or damaged during the work, and shall leave the site in a presentable condition. Upon completion of work in connection with drainage structures, the Contractor shall remove all obstructions to the flow of water from inside all structures, channels, and culverts whether new or old. No direct payment will be made for this work.
- B. Clean all interior and exterior building surfaces and make same ready for use before final inspection and after completion of all building construction operations. Wash and rinse floors. Wash fixtures and polish trim. Restore or replace all damaged or defaced surfaces to original condition. Clean all equipment.
- C. Remove all temporary labels.
- D. Clean site. Sweep paved areas.
- E. Remove all waste and surplus material from site.
- F. Roads, fences, and other facilities damaged or deteriorated because of Contractor's operations shall be repaired.
- G. Contractor shall be responsible for and will clean up at his own expense any streets or roadways which have debris, mud, stone, etc., as a result of construction on this project.

1.04 SUBSTANTIAL COMPLETION

- A. When Contractor considers the Work is substantially complete, he shall submit to the Engineer (5 copies each):
 - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
 - 3. Prepare and file a request for Certificate of Use and Occupancy with the Building Department.
- 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. Engineer will promptly notify the Contractor in writing, giving the reasons therefor.
 - 2. Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Engineer.
 - 3. Engineer will reinspect the Work.
- D. When the Engineer finds that the Work is substantially complete, he may:
 - 1. Prepare and deliver to the Owner a notification of Substantial Completion on an appropriate form with the Contractor's list of items to be completed or corrected as verified and amended by the Engineer before final payment.
 - 2. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when Engineer considers that the Work is substantially complete, he will countersign and deliver to the Owner and the contractor a definite notification of Substantial Completion with a revised list of items to be completed or corrected.

1.05 COMPLETION VIDEO

- A. The Contractor shall deliver a satisfactory video tape with the preconstruction and post construction information. Final payment (retainage) shall not be paid until receipt of the video.

1.06 FINAL INSPECTION

- A. When Contractor considers the Work is complete, he shall submit written notification that (5 copies):
 - 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 an Owner's representative and are operational.
 5. Work is completed and ready for final inspection.
 6. All items noted from the Substantial Completion inspection have been completed or corrected.
- B. Contractor shall also submit (5 copies each):
1. Certificate of Use and Occupancy.
 2. Certificate of approved final inspection for all applicable mechanical, electrical, plumbing, equipment, etc. as required by state and local authorities.
- C. Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such notification.
- D. 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 notification to Engineer stating that the Work is complete.
 3. Engineer will reinspect the Work.
- E. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals, including Application for Final Payment.

1.07 REINSPECTION FEES

- A. Should Engineer perform reinspection due to failure of the Work to comply with the claims of status of completion made by the Contractor:
1. Owner will compensate Engineer for such additional services.
 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.08 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Project Record Documents.

- B. Warranties, Guarantees and Bonds. All warranty periods shall begin on the date of Final Acceptance.
- C. Operations & Maintenance Manuals and Data, 3 copies each, bound in labeled stiff back ring binders. Include for all equipment and controls.
- D. Executed Service Contracts.
- E. Spare parts and Maintenance Materials.
- F. Reports of all required tests and demonstrations.
- G. Keys to all locks and locksets.
- H. Evidence of Payment and Release of Liens: In accordance with requirements of General and Supplementary Conditions.

1.09 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. Quantity reconciliations.
 - c. Penalties and Bonuses.
 - d. Deductions for liquidated damages.
 - e. Deductions for reinspection payments.
 - f. Deductions for overtime inspection payments.
 - g. 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 were not previously made by Change Orders.

1.10 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the General and Supplementary Conditions of the Contract.

1.11 SUPPLEMENTAL LIQUIDATED DAMAGES

- A. After the establishment of a date of Substantial Completion, the Contractor shall have 30 days to complete any outstanding items of Work remaining to be completed or corrected as listed on a final punch list made a part of the Substantial Completion Package. If upon expiration of said 30 days the outstanding items of Work have not been completed, liquidated damages in the amount agreed to in this contract will be reinstated for every day in which the outstanding items of Work have not been completed. Furthermore, the Owner shall not release monies withheld until all outstanding items of Work have been completed.

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

NOT USED

END OF SECTION

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Sections:
 - 1. Division 01 Section "Site Survey Conditions" for final property survey.
 - 2. Division 01 Section "Contract Closeout" for general closeout procedures.
 - 3. Divisions 02 through 41 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of record Drawings as follows:
 - a. Intermediate Construction Submittals: Submit one paper copy sets of marked-up record prints and one set of plots from corrected record digital data files at the 30%, 60% and 90%. Engineer will indicate whether general scope of changes, additional information recorded, and quality of drafting is acceptable.
 - b. Final Submittal: Submit one paper copy set of marked-up record prints. Print each Drawing, whether or not changes and additional information were recorded.
 - 2. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- B. Reports: Submit written report weekly indicating items incorporated in Project record documents concurrent with progress of the Work, including modifications, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Engineer determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.

1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 2. Consult Engineer for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Engineer.
 - e. Name of Contractor.

2.2 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy.
1. Include record Product Data directory organized by specification section number and title, electronically linked to each item of record Product Data.

2.3 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as paper copy.
1. Include miscellaneous record submittals directory organized by specification section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.
- B. Submittal: Submit one copy of current record drawings at 30%, 60% and 90% construction intervals to the Architect.
- C. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Engineer's reference during normal working hours.

END OF SECTION

SECTION 05 50 00

METAL FABRICATIONS

1.0 GENERAL

1.01 DESCRIPTION

- A. Fabrication and installation of metal Work not specified elsewhere.
- B. Shop and field welding, drilling, cutting, connecting.
- C. Shop galvanizing.
- D. Anchor bolts to be furnished complete with nuts and washers and inserts for miscellaneous attachment.
- E. Furnish all loose bolts, lag screws, screws, nuts, washers, angles and clip angles of sizes required or where shown for connections to timber structural members, miscellaneous steel, and concrete.
- F. Furnish all gusset plates, bent plates, bearing plates, straight bars, angles, tie rods, and any other items required or where shown for connections to timber structural members, miscellaneous steel, and concrete.
- G. Metal fabrications specified and/or shown on the Drawings and all miscellaneous steel items reasonably implied but not specifically mentioned on the Drawings or specified herein to render Work secure and complete.

1.02 RELATED WORK

- A. Section 06 10 00 – Rough Carpentry

1.03 REFERENCE STANDARDS

- A. ASTM: American Society for Testing and Materials.
- B. AISC: American Institute for Steel Construction.
- C. AWS: American Welding Society.

1.04 SUBMITTALS

- A. Submit shop drawings for review, in accordance with Section 01340, before beginning Work of this Section. Show manner of fabrication of Work and size and extent of welds, bolts, etc.

1.05 QUALITY ASSURANCE

- A. Mill certificates shall be submitted with all fabricated items for the raw materials.

1.06 MEASUREMENT

- A. The size, shape, and thickness of the metal fabrication shall be as shown on the drawings.
- B. Metal shall be measured by the pound. Use 490 pounds per cubic foot as standard unit weight.

1.07 PAYMENT

Payment for metal fabrication shall be included in the contract bid price for Item 4 – Galvanized Steel Fabrications.

2.0 PRODUCTS

2.01 MATERIALS

- A. All Steel: ASTM A-36, Galvanized.
- B. All Plain Steel Bolts, nuts, and washers: ASTM A-307 or A-36 Hot Dipped Galvanized.
- C. All Stainless Steel Bolts, nuts, and washers: ASTM A-304.

2.02 FABRICATION

- A. General: Work shall be shop-fitted and shop-assembled where practicable, as detailed in reviewed shop drawings. Follow applicable AISC codes and manuals. Finish exposed Work smooth with even, close joints and neat connections. Profiles shall be true to detail, clean, straight, and sharply-defined.
- B. Preparation: Clean material before fabrication.
- C. Cutting and drilling: Provide drilled or punched holes only for fabrication and galvanizing and for attachment of Work specified elsewhere. Countersink holes for rivets and screws. Saw or punch cut steel used for structural purposes.
- D. Galvanizing (where indicated) shall be hot-dipped galvanized after fabrication in accordance with the Standard Specifications of the American Hot Dip Galvanizers Association. Members indicated shall receive a heavy hot dip zinc coating in compliance

with ASTM A 123 or A 153 or shall be accomplished by an approved galvanizing method complying with ASTM B 695, with a minimum coating of 2.0 ounces of zinc per square foot of metal surface. The coating shall have a uniform thickness, free of uncoated spots or dross.

F. Welding:

1. Weld joints continuous unless otherwise noted and grind welds smooth.
2. Use E70 Series or E70XX Electrodes.

2.03 ANCHORS, BOLTS, AND FASTENING DEVICES

- A. Anchors, bolts, etc., shall be furnished as necessary for installation of the work of this Section.
- B. The bolts used to attach the various members to the anchors shall be the sizes shown or required.

3.0 EXECUTION

- A. Furnish dimensions and instructions for setting of embedded items as required in other Sections.
- B. Erect all work plumb, square, and true. Fit accurately with tight joints and intersections. Brace, reinforce, and anchor in place.
- C. Repair damaged galvanized coatings using an approved cold galvanizing repair compound applied in accordance with manufacturer's requirements.

END OF SECTION

SECTION 06 10 00
ROUGH CARPENTRY

1.0 GENERAL

1.01 DESCRIPTION

- A. Include all labor, materials, services, supervision, quality control, equipment, tools and transportation necessary to complete all wood joists, stringers, posts, beams, pile caps, decking, railing, blocking, cants, grounds, bracing, and nailers.

1.02 RELATED WORK

- A. Section 05 50 00 - Metal Fabrications

1.03 QUALITY ASSURANCE

- A. Lumber : PS 20-70.
- B. Perform work in accordance with AITC requirements and applicable building code requirements.

1.04 REFERENCE STANDARDS

- A. AITC - American Institute of Timber Construction.
- B. SFPA - Southern Forest Products Association.
- C. NFPA - National Forest Products Association. National Design Specification for Stress Grade Lumber and its Fastening.
- D. SPIB - Southern Pine Inspection Bureau - Grading Rules.
- E. FS - Federal Specifications.
- F. WWPA - Western Wood Products Association.
- G. AWPA-C1, -C2, -C18
- H. AWPB-LP-2, above ground
- I. Requirements of Local and State regulatory agencies.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Store and protect products as per Division 1 requirements.

- B. Keep materials dry during delivery, handling, and storage. Do not allow contact with wet or damp surfaces. Provide air circulation within stacks.
- C. Immediately upon delivery to site inspect lumber and other products of this Section for defects and for conformance with the specified requirements. Remove defective or non-conforming materials from the site. Do not install defective or non-conforming materials.

1.06 MEASUREMENT

- A. Measurement shall be by the thousand board foot (MFBM).

1.07 PAYMENT

- A. Payment for Rough Carpentry shall be included in the contract bid price for Item 3 – Treated Timber.

2.0 PRODUCTS

2.01 MATERIALS

- A. Lumber:
 - 1. All Wood: Southern Pine (SPIB), #2 DENSE grade or better, with SPIB grade mark, kiln dried, KD-15, pressure treated
 - 2. All lumber (each piece) shall be grade marked and trade marked.
 - 3. Moisture Content: Kiln dried to maximum 15%.
 - 4. Surfacing: S4S
 - 5. Twisted or warped lumber shall be rejected.
 - 6. Dimensions on drawings: rough sawn unless noted as nominal.
- B. Wood Treatment:
 - 1. Treatment to be waterborne class, chromated copper arsenate (CCA) Type C 2.5 pounds per cubic foot for coastal waters, oxide formula (not salt formula). "Wolmanized" or equal.
 - 2. Conform to FS TT-W-571, AWPB-LP-2. Mark each piece with AWPB mark.
 - 3. Brush all field cuts with preservative used in pressure treatment.
 - 4. Lumber redried to moisture content of 19%, marked DRY.

2.02 ACCESSORY MATERIALS

- A. Provide size, quantity and type fasteners and anchors indicated. If not indicated, provide as recommended by applicable standards and codes.
- B. Nails, Spikes, and Staples: Hot dip galvanized for exterior locations, high humidity locations, for all treated wood, for all wood above metal roof deck level, and where indicated on drawings.

- C. Bolts, Nuts, Washers, Lags, Pins, and Screws: Medium carbon steel; sized to suit application; Hot dip galvanized for all locations.
- D. Rough Hardware Standards:
 - 1. Bolts: FS FF-B575, ASTM A 687, ANSI B18.2.1, ANSI B18.2.2, ANSI B18.5.
 - 2. Nuts: FS FF-N-836, Washers: FS FF-W-92
 - 3. Lag Screws and Bolts: FS FF-B-561, ANSI B18.2.1.
 - 4. Toggle Bolts: FS FF-B-588.
 - 5. Wood Screws: FS FF-S-111.
 - 6. Nails and staples: FS FF-N-105, SPA Standards apply for fasteners.
 - 7. Tacks: FS FF-N-103
 - 8. Expansion Shields: FS FF-S-325.
 - 9. Bar or strap anchors: ASTM A575 carbon steel.

3.0 EXECUTION

3.01 INSPECTION

- A. Examine the areas and conditions under which the Work of this Section will be performed. Correct conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected to the satisfaction of the Installer. Verify field measurements. Beginning of installation indicates acceptance of existing conditions.

3.02 WOOD TREATMENT

- A. Brush apply 3 coats of preservative treatment (to match preservative used in pressure treatment) on wood in contact with cementitious materials and roofing and related metal flashings. Apply preservative treatment in accordance with manufacturer's recommendations. Insure site-sawn ends are similarly treated. Allow preservative to cure prior to placing members.

3.03 INSTALLATION

- A. Install miscellaneous blocking, furring, cants, nailers, grounds, framing and sheathing. Coordinate with work of other Sections to allow proper attachments. Place members true to lines and levels, plumb, true, straight and square. Secure rigidly in place. Place horizontal members laid flat, crown side up.
- B. Construct members of continuous pieces of longest possible lengths. Do not splice structural members between supports.
- C. Install all metal fastenings as shown on drawings, specified, or required for proper installation.
- D. Nails, spikes, screws, bolts, and similar items shall be hot dip galvanized and of sizes and types to draw and rigidly secure members in place.

- E. Cut wood members square, closely fitted, set accurately to required lines and levels and rigidly secure in place. Do not use shims for leveling sill plates, point or grout with non shrink high strength waterproof cement for continuous solid bearing.
- F. Shim, scribe and cope carpentry to fit to other work and to existing surfaces.
- G. Verify all inserts, pipes, anchors, etc.
- H. Cut, fit and/or patch Work as required in connection with other trades which adjoin any part of this Work, leaving all Work included herein complete after other trades have completed their Work.
- I. Securely attach all carpentry work to substrates.
- J. All wood in contact with the concrete or metal deck is to be pressure treated.

3.04 TEMPORARY WORK

- A. Protect completed woodwork and other surfaces exposed to possible damage.
- B. Provide temporary stairs, ramps, runways, and ladders as required for the purpose of handling materials, personnel access to work, and temporary exits from building.

END OF SECTION

SECTION 26 56 00

EXTERIOR LIGHTING

PART 1 - GENERAL

1.0 GENERAL

- A. Allowances are provided for items of unforeseen infrastructure or items of work to be completed by utility owners and invoiced through the Contractor.

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Exterior Lighting in the amount of \$5,776.51 has been included in the Proposal Form for the installation of lighting to be provided by Entergy.

1.3 MEASUREMENT

- A. Measurement for payment for Exterior Lighting shall be on a lump sum basis as specified herein. Measurement of work will be based upon actual invoices submitted by Entergy for partial or full completion of installed, tested, and accepted lighting.

1.4 PAYMENT

- A. Payment for Exterior Lighting will be made on a lump sum basis to relocate, construct, or remove electrical infrastructure items such as light poles, luminaires, conductors, and all appurtenances that are to be provided, installed, and approved by Entergy. This price is for labor, equipment, and material costs for work performed by Entergy.
- B. This lump sum may be used in part, in whole, or in excess based upon actual invoices submitted by Entergy. In the event the construction cost of the specified items covered under this section should exceed or be less than the amount of the Exterior Lighting, the actual cost shall be paid. The actual cost difference will be added or deducted by Change Order.
- C. Payment will be made at the contract unit price under:
 - 1. Item 7, Exterior Lighting, Per Lump Sum(\$5,776.51)

2.0 PRODUCTS
NOT USED

3.0 EXECUTION
NOT USED

END OF SECTION

SECTION 31 60 00

Special Foundations and Load-Bearing Elements

1.0 GENERAL

1.01 RELATED WORK

None

1.02 DESCRIPTION

- A. These specifications shall govern the driving and testing of all piling in accordance with the lines, spacings and dimensions indicated on the Plans.
- B. Piles shall also conform to the latest edition of the Louisiana DOTD Standard Specifications for Roads and Bridges.

1.03 REFERENCES

- A. ASTM D-1143 - Testing piles under static axial compressive loads

1.04 SUBMITTALS

- A. The Contractor shall submit to the Engineer all of the hammer characteristics and testing methods in writing before any driving is begun in accordance with Section 01340.

1.05 PROJECT RECORD DOCUMENTS

- A. Submit copies of project records and drawings under provisions of Section 01700.
- B. Accurately record:
 - 1. Sizes, lengths, and locations of piles.
 - 2. Sequences of driving.
 - 3. Number of blows per foot for entire length of piles.
 - 4. Final tip and head elevations.
 - 5. Driving force of each hammer blow.
 - 6. Time and settlement measurements of load tested piles.

1.06 PROTECTION

- A. Prevent surface damage to piles during handling and driving.

1.07 PROJECT CONDITIONS

- A. Protect nearby structures from damage.
- B. Perform driving to minimize transmission of movement or noise to nearby structures.

2.0 PRODUCTS

2.01 EQUIPMENT

- A. The hammer shall have sufficient energy to satisfactorily drive the piles to the penetration or resistance required without damage to the pile with due regard to the pile type and weight. The weight of the moving parts of the hammer shall weigh $2/3$ of the weight of the pile being driven.
- B. The hammer characteristics shall be supplied to the Engineers, in writing, before any driving is begun.
- C. Pile driver leads shall be constructed in such manner as to afford freedom of movement of the hammer and to drive piles to the tolerances specified without injury to the piles.
- D. The Contractor may propose alternate types of hammers, but single acting air hammers are preferred.

3.0 EXECUTION

3.01 CONSTRUCTION METHODS

- A. All loose and displaced material shall be removed from around the piles, and the ground shall be thoroughly mechanically compacted leaving a clean, solid surface to receive the concrete.
- B. The heads of all piles, when nature of the driving is such as to injure them unduly, shall be protected by caps of approved design, and approved by the Engineers.
- C. The driving of piling with followers may be allowed, if practicable, and shall be done only under written permission of the Engineers.
- D. Piling shall not be driven within 125 feet of concrete which has not reached 75% of design strength. Piles shall also not be driven within 25 feet of concrete which has not reached the full designated design strength.
- E. The procedure incidental to driving of piles shall not subject them to excessive and undue abuse producing crushing and spalling or injurious splitting and splintering. Any pile so injured in driving or handling shall be replaced with a new pile, or other remedial measures adopted, all as directed by the Engineers and at the Contractor's expense.

- F. All piles pushed up by the driving of adjacent piles or by any other cause shall be driven down again if required by the Engineers. No extra compensation will be allowed the Contractor for this re-driving of piles.
- G. Piles shall be driven plumb and accurately into position. Variation from plumb shall not exceed 1/4" per foot. Centers of piles shall not vary more than three inches from position shown on the Plans, except that a maximum, not to exceed four inches in not more than 10% of the total number of piles, shall be accepted as a fulfillment of contract, providing limiting and controlling conditions make it impossible to maintain more accurately the spacing indicated on the Plans.
- H. After driving, the piles in each cluster shall be surveyed and plotted by the Contractor and each cluster shall be reviewed by the Engineers, to determine the number and location(s) of additional piles as necessary.
- I. The Contractor shall, at his own cost, furnish and drive such additional piling required to rectify conditions brought about by failure to preserve proper spacing of piles whether this defect is discovered these piles before or after cut-off.
- J. The Contractor shall be held responsible for piles omitted; and missing piles, regardless of the state of the work when discovered, shall be provided or replaced at Contractor's expense.
- K. When driving is interrupted before final penetration is reached, the record for penetration shall not be taken until after at least twelve additional inches penetration has been obtained upon resumption of driving.
- L. The Contractor and Lab Representative shall keep complete records of each pile length driven, together with the driving log of same.
- M. All piles shall be clearly marked at one foot increments in such a manner as to be readily legible by all technicians or Engineers on the site.
- N. The tops of all piling shall be sawed off in a true plane. Broken, split or misplaced piles shall be withdrawn and properly replaced. Piles driven below the cut-off grade fixed by the Engineers, may be salvaged by deepening footings as directed by the Engineers at no cost to the Owner, or if not salvaged, shall be withdrawn and replaced by new and, if necessary, longer piles at the expense of the Contractor.

3.02 PILE PENETRATION AND EXTENT OF DRIVING

- A. The required penetration below cut-off of the piles shall be as determined by load-settlement test to be performed on test pile(s).
- B. The Engineers shall be notified of any unusual driving encountered.
- C. Concrete piles may require predrilling. If required, predrilling should be accomplished using wet rotary methods with a "fishtail" bit. The diameter of the predrilled hole shall not exceed the side dimension of concrete piles. Predrilling should not extend below El. (-)14.0. The Contractor shall submit documentation showing that his firm or his

subcontractor's firm is experienced in the use of predrilling for the installation of pile foundations.

3.03 PILE LENGTHS

- A. The length(s) of piles to be used on the job shall be as determined by the test pile tests.
- B. The length of piles shown on the plans are intended to be used for bidding purposes only and shall be measured below cut-off as shown on the Plans.

3.04 TEST PILES

- A. At least two test piles shall be driven where shown on the Plans.
- B. Upon completion of the test pile program(s), the Contractor will be furnished with a "Final Tip Elevation(s) for Job Piles", after which the job piles in necessary lengths shall be furnished.
- C. The test piles shall be driven with the same equipment and in accordance with the same criteria established for the job piles.
- D. The test piles may be driven from existing grade.
- E. After each test pile is driven, the pile is to be load tested in tension and compression as outlined herein.
- F. The Contractor shall employ the services of an independent testing laboratory, acceptable to the Engineers, to perform load-settlement tests. All costs, direct and incidental to the performing of such tests, shall be included in the Lump Sum Bid. The test piles are to remain in the completed structure.
- G. No soil shall be in contact with a test pile driven from grade, during the test, above the point of cut-off designated for the particular pile in the structural drawings. The Contractor may drive the affected test pile(s) within a 24"+ empty casing driven 1' below the cut-off to facilitate this requirement. Other means of eliminating unwanted skin friction on the test pile may be used if approved by the Engineer.
- H. The test piles shall have been driven twenty-one (21) days prior to the application of the loading.
- I. The load-settlement test shall be performed to failure in accordance with ASTM Designation D1143, "Standard Method of Testing Piles Under Static Axial Compressive Load" of the ASTM Standards. The loading method shall be by means of a hydraulic jack anchored against a reaction frame. The procedure of loading shall be in accordance with Paragraph 5.1 for loading, unloading and rebound measurements, etc. The reaction piles will not be acceptable as job piles.
- J. The precast concrete pile to be tested shall be loaded in compression as required by LADOTD based on a design load of 33 tons compression

- K. Ten days prior to the scheduled beginning of the load tests, the Contractor shall submit to the Engineers for their review in accordance with Section 01340, drawings showing his proposed method and equipment for the load tests. The Contractor shall submit nine (9) copies of the report of the test results to the Engineers.
- L. Load and reaction piles shall be removed or cut off in accordance with Section 02072.

END OF SECTION

SECTION 31 62 19

TIMBER PILES

1.0 GENERAL

1.01 RELATED WORK

- A. Section 06 10 00 - Rough Carpentry
- B. Section 01 45 00 - Quality Control: Quality Control.

1.02 DESCRIPTION

- A. This section shall govern the furnishing and driving of timber piling in accordance with the lines, spacings and dimensions indicated on the Plans.

1.03 REFERENCES

- A. ASTM D-25 - Round timber piles
- B. AWPA C-3 - Preservative treatment of piles by pressure processes.
- C. AWPA M-4 - Standard for the care of pressure treated wood products.

1.04 SUBMITTALS

- A. The Contractor shall submit schedules, certifications, mill certificates, and all pertinent product data in accordance with Section 01340.
- B. The Contractor shall submit to the Engineer all of the hammer characteristics in writing before any driving is begun.

1.05 PROJECT RECORD DOCUMENTS

- A. Record driving, positioning of piling work, and submit copies of project records and drawings under provisions of Section 01700.
- B. Submit descriptions of timber pile driving equipment, shop drawings, test procedures, test reports and certificates, timber pile driving records and other submittals to the Engineer for approval.

1.06 PROTECTION

- A. Prevent surface damage to treated piles.
- B. Treat repairs to treated piles in accordance with AWPA M4.

1.07 STORAGE AND HANDLING

- A. The method of storage and handling shall be such as to avoid injury to the piling. Special care shall be taken to avoid breaking the surface of the treated pile. Cuts and breaks in the surface of treated piling shall be given three brush coats of an approved preservative compound.

1.08 PROJECT CONDITIONS

- A. Protect nearby structures from damage.
- B. Perform driving to minimize transmission of movement or noise to nearby structures.

1.09 MEASUREMENT

The quantity of treated timber piling shall be based on design length of piling measured by linear foot below pile cut-off elevation.

1.10 PAYMENT

Payment for timber piles will be included in the contract bid price for Item 2 – Class “B” Treated Timber Piles.

2.0 PRODUCTS

2.01 MATERIALS

- A. Class "B" Treated Timber Piles shall conform to ASTM D25 specifications for friction piles. Pile length shall be as shown on the Plans.
- B. Piles shall be pressure treated for coastal use. Preservative treatment by the Pressure Process shall be a minimum of 20 pounds per cubic foot (pcf) Creosote Solution for coastal waters conforming to AWWA P2 or 2.5 pcf of Chromated Copper Arsenate (CCA) conforming to AWWA P5, Type B or C.
- C. Collars or bands to protect timber piles against splitting and brooming shall be provided by the Contractor when necessary, at no expense to the Owner.

2.02 EQUIPMENT

- A. The steam or air hammer shall be of sufficient size to drive the piles to the penetration or resistance required without damage to the pile with due regard to the pile type and weight.
- B. The hammer characteristics shall be supplied to the Engineer, in writing, before any driving is begun.
- C. Pile driver leads shall be constructed in such manner as to afford freedom of movement of the hammer and to drive piles to the tolerances specified without injury to the piles.
- D. The Contractor may propose alternate types of hammers, but single acting air hammers are preferred for driving of treated timber piles.

3.0 EXECUTION

3.01 CONSTRUCTION METHODS

- A. Contractor and Testing Laboratory Representative shall inspect piles when delivered. The testing Laboratory shall submit report to Engineer confirming piling conformance with specifications.
- B. The Contractor shall inspect piles when in the leads immediately before driving. Where the protective shell of treated wood is impaired at a point which after installation will be less than 10 feet below the ground, make repairs in accordance with AWWA M4 for Creosote treated piles or AWWA P5 for Chromated Copper Arsenate treated piles unless the pile is damaged to such extent that it is rejected.
- C. The heads of all piles, when nature of the driving is such as to injure them unduly, shall be protected by caps of approved design, and approved by the Engineer. When the area of the head of any timber pile is greater than that of the face of the hammer, a suitable cap shall be provided to distribute the blow of the hammer throughout the cross-section of the pile.
- D. The procedure incidental to driving of piles shall not subject them to excessive and undue abuse producing crushing and brooming or injurious splitting and splintering. Any pile so injured in driving or handling shall be replaced with a new pile, or other remedial measures adopted, all as directed by the Engineer and at the Contractor's expense.
- E. All piles pushed up by the driving of adjacent piles or by any other cause shall be driven down again if required by the Engineer. No extra compensation will be allowed the Contractor for this re-driving of piles.
- F. Piles shall be driven plumb and accurately into position. Variation from plumb shall not exceed 1/4" per foot. Centers of piles shall not vary more than three inches from position shown on the Plans, except that a maximum, not to exceed four inches in not more than 10% of the total number of piles, shall be accepted as a fulfillment of contract, providing limiting and controlling conditions make it impossible to maintain more accurately the spacing indicated on the Plans.
- G. Should location variations exceed the above allowances, the piles in each cluster shall be surveyed and plotted by the Contractor and each cluster shall be reviewed by the Engineer, to determine the number and location(s) of additional piles as necessary.
- H. The Contractor shall, at his own cost, furnish and drive such additional piling required to rectify conditions brought about by failure to preserve proper spacing of piles whether this defect is discovered these piles before or after cut-off.
- I. The Contractor shall be held responsible for piles omitted; and missing piles, regardless of the state of the work when discovered, shall be provided or replaced at Contractor's expense.

- J. When driving is interrupted before final penetration is reached, the record for penetration shall not be taken until after at least twelve additional inches penetration has been obtained upon resumption of driving.
- K. The Contractor shall keep a complete record of each pile length driven, together with the driving log of same.
- L. The tops of all piling shall be sawed off at an angle to match existing pier piles. Broken, split or misplaced piles shall be withdrawn and properly replaced. Piles driven below the cut-off grade fixed by the Engineer, shall be withdrawn and replaced by new and, if necessary, longer piles at the expense of the Contractor. After being cut off, the tops of all timber piling shall be given three brush coats of an approved preservative compound prior to capping.

3.02 PILE PENETRATION AND EXTENT OF DRIVING

- A. The Engineer shall be notified of any unusual driving encountered. Pile driving of timber piles shall usually be considered at refusal when blow counts of 30 per foot are encountered.

3.03 PILE LENGTHS

- A. The length(s) of piles to be used on the job shall be as shown on the Drawings.
- B. The length of piles shown on the plans are intended to be used for bidding purposes only and shall be measured below cut-off as shown on the Plans.

END OF SECTION

SECTION 32 92 19

SEEDING AND FERTILIZING

1.0 GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall furnish all labor and materials necessary for preparation of seedbeds, mulching, furnishing, and sowing grass seeds, furnishing and applying commercial fertilizer and water, and maintenance on all vegetated areas disturbed by construction activities, specific areas designated on the Contract Drawings, or as directed by the Engineer and as specified herein.

1.02 RELATED WORK

- A. Section 35 20 23 - Dredging

1.03 DEFINITIONS

- A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.04 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.

1.05 SUBMITTALS

- A. Submit manufacturer's product data sheets, technical data, and application instructions as required in Section 01 33 00.

1.06 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

1.07 MAINTENANCE DATA

- A. Submit maintenance data for continuing Owner maintenance under provisions of Section 01 77 00.
- B. Include maintenance instructions, cutting method, and maximum grass height, types, application frequency, and recommended coverage of fertilizer and herbicide for controlling weeds.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of Section 01 60 00.
- B. Store and protect products under provisions of Section 01 66 00.
- C. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- D. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.09 MAINTENANCE SERVICE

- A. Maintain and water seeded areas immediately after placement until grass is well established and exhibits and vigorous growing condition. Provide a minimum of three cuttings. Provide maintenance for six months after the Date of Substantial Completion or longer until grass is accepted.

2.0 PRODUCTS

2.01 SEED MIXTURE

- A. Seed Mixture:
 - 1. Grass Seed Mix A (between March and September): Shall be Bermuda grass (Cynodon dactylon) (Hulled) minimum 83% by weight of pure live seed, maximum 1% by weight weed seed. Seed shall be labeled in accordance with the latest U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act.
 - 2. Grass Seed Mix B (between February and March): Shall be 44.5 percent (44.5%) Bermuda grass (Cynodon dactylon) (Hulled) minimum 83% by weight of pure live seed, maximum 1% by weight weed seed and 55.5 percent (55.5%) crimson clover minimum 78% by weight of pure live seed, maximum 1% by weight weed seed. Seed shall be labeled in accordance with the latest U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act.
 - 3. Grass Seed Mix C (between September and March): Shall be 55.5 percent (55.5%) Fescue Hybrid (acceptable hybrids are 'Jaguar' 'Rebel' or 'Adventure') minimum 80% by weight of pure live seed, maximum 1% by weight weed seed, and 44.5 percent (44.5%) Bermuda Grass (Cynodon dactylon) (Non-Hulled) minimum 80% by weight of pure live seed, maximum 1% by weight weed seed. Seeds shall be labeled in

accordance with the latest U.S. Department of Agriculture Rules and Regulation under the Federal Seed Act.

4. Grass Seed Mix D (between September and February): Shall be 66.7 percent (66.7%) crimson clover minimum 78% by weight of pure live seed, maximum 1% by weight weed seed and 33.3 percent (33.3%) Bermuda Grass (*Cynodon dactylon*) (Non-Hulled) minimum 80% by weight of pure live seed, maximum 1% by weight weed seed. Seeds shall be labeled in accordance with the latest U.S. Department of Agriculture Rules and Regulation under the Federal Seed Act.
5. Grass Seed Mix F (between February and March): Shall be 55.5 percent (55.5%) Balled clover minimum 80% by weight of pure live seed, maximum 1% by weight weed seed and 44.5 percent (44.5%) Bermuda Grass (*Cynodon dactylon*) (Non-Hulled) minimum 80% by weight of pure live seed, maximum 1% by weight weed seed. Seeds shall be labeled in accordance with the latest U.S. Department of Agriculture Rules and Regulation under the Federal Seed Act.
5. Grass Seed Mix G (between September and October): Shall be 66.7 percent (66.7%) Vetch (Common) minimum 80% by weight of pure live seed, maximum 1% by weight weed seed and 33.3 percent (33.3%) Bermuda Grass (*Cynodon dactylon*) (Non-Hulled) minimum 80% by weight of pure live seed, maximum 1% by weight weed seed. Seeds shall be labeled in accordance with the latest U.S. Department of Agriculture Rules and Regulation under the Federal Seed Act.

2.02 ACCESSORIES

- A. Fertilizer: Type 8-8-8 meeting the requirements of Sections 718 and 1018 of the Louisiana Standard Specifications for Roads and Bridges.
- B. Vegetative Mulch: Hay, straw, stem, or stalks conforming to the requirements of Sections 716 and 1018 of the Louisiana Standard Specifications for Roads and Bridges.
- C. Water: Clean, fresh and free of substances or matter that could inhibit vigorous growth of grass.

3.0 EXECUTION

3.01 INSPECTION

- A. The Contractor shall notify the Engineer at least twenty-four (24) hours in advance of the time he intends to start inoculating and mixing seed or begin sowing seed and shall not proceed with such work until permission to do so has been given.
- B. All ground preparation, incorporation of fertilizer, inoculation of seed, seed mixing, and other work preparatory to planting as well as the operation of sowing, covering, and rolling shall be done in the presence of the Inspector.
- C. The Inspector shall verify that prepared soil base is ready to receive the work of this Section.
- D. Beginning of installation means acceptance of existing site conditions.

3.02 GROUND PREPARATION

- A. Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels, profiles, and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated subsoil.
- C. Ground preparation shall consist of cultivation of prepared subsoil grades by disking, harrowing, or plowing to a loose depth of four inches.
- D. Stockpiled topsoil shall be spread on the cultivated grades to a minimum depth of four inches and then the area shall be disked or harrowed through the layer of topsoil and at least two inches into the subsoil.
- E. If adequate topsoil is not available on the project site, the Contractor shall import topsoil to the site.
- F. Excess stockpiled topsoil at the end of seeding and fertilizing operations shall be disposed of as excess soil as directed in Section 31 23 16.

3.03 FERTILIZING

- A. Fertilizer shall be applied as specified in Section 718 of the Louisiana Standard Specifications for Roads and Bridges to provide a minimum of 120 pounds of nitrogen, 120 pounds of available phosphoric acid and 120 pounds of total potash per acre as computed from the nominal contents of fertilizing ingredients.
- B. Apply fertilizer in accordance with manufacturer's instructions at a rate of 1500 lbs per acre.
- C. Apply after smooth raking of topsoil and prior to roller compaction.
- D. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
- E. Lightly water to aid the dissipation of fertilizer.

3.04 SEEDING

- A. Seed Mixture A shall be applied at a rate of 30 lbs. per acre. Seed Mixture B shall be applied at a rate of 45 lbs. per acre. Seed Mixture C shall be applied at a rate of 45 lbs. per acre. Seed Mixture D shall be applied at a rate of 60 lbs. per acre. Seed Mixture F shall be applied at a rate of 45 lbs. per acre. Seed Mixture G shall be applied at a rate of 60 lbs. per acre. Rake in lightly. Do not seed area in excess of that which can be mulched on same day. Apply same day finish grading is complete.
- B. No operations involving seeding shall be undertaken when the weather conditions are unfavorable, such as high winds or rain. The Contractor shall obtain approval of the Engineer prior to undertaking any seeding operations.

- C. Apply water with a fine spray immediately after each area has been seeded. Saturate to 4 inches of soil.

3.05 SEED PROTECTION

- A. Immediately after the placement of seeding, the seeded area shall be mulched to protect the seedbed. Mulch shall be applied in conformance with Section 716 and 1018 of the Louisiana Standard Specifications for Roads and Bridges.
- B. Protect seeded areas from foot and vehicular traffic by placing string, tape, temporary fencing, or barricade around area periphery. Maintain until grass is established.

3.06 HYDRO-SEEDING

- A. Contractor may hydro-seed with approval of the Engineer.
- B. Hydro seeding shall consist of mixing and applying seed, fertilizer, water management gel, polyacrylamide tackifier, mycorrhizal inoculum with wood fiber, and water. Seed and fertilizer shall be applied as specified herein.
- C. Wood fiber shall be spread at a minimum rate of 535 pounds per acre. Wood fiber shall be in addition to vegetative mulch.
- D. Contractor may include fertilizer and lime in the seed slurry for application during the hydro-seeding operation.
- E. Mixing of materials for application with hydro-seeding equipment shall be performed in a tank with a built-in continuous agitation system that has sufficient operating capacity to produce a homogeneous mixture. The discharge system for hydro-seeding equipment shall apply the mixture at a continuous and uniform rate.
- F. Contractor may use a dispersing agent if the additive is guaranteed to not affect germination.
- G. Polyacrylamide tackifier shall not be used in rainy weather, when soil temperatures are below 41°F, or when the wind speed is above 20 miles per hour.
- H. Contractor will protect hydro-seeded areas from pedestrian traffic, vehicles, and equipment until area is ready for mowing.

3.07 MAINTENANCE

- A. The Contractor shall produce a dense, vigorous, well established lawn and shall maintain lawn areas until the Owner's acceptance of Substantial Completion.
- B. Mow grass at regular intervals to maintain at a maximum height of 7 inches. Do not cut more than 1/2 of grass blade at any one mowing. At least 3 mowings shall be completed until work is accepted.
- C. Water to prevent grass and soil from drying out. A minimum amount of water would be two, one inch applications of water or rain per week.

- D. Roll surface to remove minor depressions or irregularities.
- E. Immediately re-seed areas that show bare spots. An acceptable lawn is defined as a cover of living grass in which gaps larger than 4" do not occur.
- F. Protected seeded areas with warning signs during maintenance period.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. The measurement for payment shall be per acre including all material, labor, equipment and all other necessities used to hydro seed the areas as described in the specifications.

4.02 PAYMENT

- A. The work covered in this section shall be included in the contract unit price as shown in the Unit Price Work for Item 8 – Hydro Seeding

END OF SECTION 32 92 19

SECTION 35 20 23

DREDGING

1.0 GENERAL

1.01 SCOPE

- A. The work shall consist of the dredging required by the drawings and specifications and disposal of the dredged materials.

1.02 SEQUENCE OF WORK

- A. Contractor shall have permanent signage in place prior to commencing dredge operations.

1.03 MEASUREMENT

- A. For items of work for which specific unit prices are established in the contract, the volume of each type and class of dredging within the specified pay limits will be measured and computed to the nearest cubic yard by the method of average cross-sectional end areas. Regardless of quantities dredged, the measurement for payment will be made to the specified pay limits, except that dredging outside the specified lines and grades directed by the Engineer to remove unsuitable material will be included. Dredging required because unsuitable conditions result from the Contractor's improper construction operations, as determined by the Engineer, will not be included for measurement and payment.
- B. Measurement for turbidity curtain satisfactorily placed will not be made.

1.04 PAYMENT

- A. The pay limits shall be as designated on the drawings, denoted as "Limits of Dredging".
- B. Payment for dredging will be made at the contract unit price per cubic yard for "Dredging". Such payment will constitute full compensation for all labor, materials, equipment, turbidity curtain, and all other items necessary and incidental to the performance of the work, including disposal of excavated materials, except that extra payment for backfilling over-excavation will be made in accordance with the following provisions:
- C. Payment for backfilling over-excavation will be made only if the excavation outside specified lines and grades is directed by the Engineer to remove unsuitable material and if the unsuitable condition is not a result of the Contractor's improper construction operations as determined by the Engineer.
- D. Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary.

E. Payment for Turbidity Curtain as specified herein will be included in the contract unit price for “Dredging”. Price and payment shall constitute full compensation for furnishing all plant, labor, materials equipment, and performing all operations necessary for the placement and maintenance of turbidity curtain throughout the contract period, including final dressing and cleanup.

F. Payment will be made under:

<u>BID ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>
5	Dredging	Cubic Yard

2.0 PRODUCTS

2.01 TURBIDITY CURTAIN

- A. Barriers should be a bright color (yellow or “international” orange are recommended) that will attract the attention of nearby boaters.
- B. The curtain fabric must meet the minimum requirements noted in the table below (Table 1).
- C. Seams in the fabric shall be either vulcanized welded or sewn, and shall develop the full strength of the fabric.
- D. Floatation devices shall be flexible, buoyant units contained in an individual floatation sleeve or collar attached to the curtain. Buoyancy provided by the floatation units shall be sufficient to support the weight of the curtain and maintain a freeboard of at least 3 inches above the water surface level.

TABLE 1
PHYSICAL PROPERTIES OF TURBIDITY CURTAIN FABRIC

Physical Property Requirements	
Thickness	45 mills
Weight	Ounces per square yard
Type I	18
Type II	18 or 22
Type III	22
Grab Tensile Strength	300 pounds
UV Inhibitor	Must be included

- E. Load lines must be fabricated into the bottom of all floating turbidity curtains. The top load line shall consist of woven webbing or vinyl-sheathed steel cable and shall have a break strength in excess of 10,000 pounds. The supplemental bottom load line shall consist of a chain incorporated into the bottom hem of the curtain of sufficient weight to serve as ballast to hold the curtain in a vertical position. Additional anchorage shall be provided as necessary. The load lines shall have suitable connecting devices which develop the full breaking strength for connecting to load lines in adjacent sections.
- F. External anchors may consist of wooden or metal stakes 2 x 4 inches or 2.5-inch minimum diameter wood or 1.33 pounds/linear foot steel.
- G. Bottom anchors must be sufficient to hold the curtain in the same position relative to the bottom of the watercourse without interfering with the action of the curtain. The anchor may dig into the bottom (grappling hook, plow or fluke-type) or may be weighted (mushroom type) and should be attached to a floating anchor buoy via an anchor line. The anchor line would then run from the buoy to the top load line of the curtain. Anchor spacing will vary with current velocity and potential wind and wave action; manufacturer's recommendations should be followed.

3.0 EXECUTION

3.01 DISPOSAL OF MATERIALS

All suitable excavated material will be the property of landowner and transported to the dewatering site at the property indicated by the construction plans. All unsuitable material will be the property of the Contractor. Contractor shall place dredged material, spread and level to drain on the property as indicated by the construction plans. The contractor may provide an alternative disposal site. Contractor shall provide to the owner and engineer property owner agreement for placement of spoil and the contractor shall be responsible for getting the alternative spoil disposal site approved by the Louisiana Department of Natural Resources and the U.S. Army Corps of Engineers.

3.02 EXCAVATION LIMITS

Dredging shall be completed to the specified elevations and to the length and width shown in the plans. Excavations outside of the lines and limits shown on the drawings or specified herein required to meet safety requirements shall be the responsibility of the Contractor in constructing and maintaining a safe and stable excavation. Dredge elevations shall conform to the elevations on the plans with a tolerance of +3" to -9".

3.03 INSTALLATION OF TURBIDITY CURTAIN

- A. Care must be taken to ensure that anchor points are sufficient holding power to retain the curtain under the existing current conditions, prior to putting the furled curtain into the water. Anchor buoys should be employed on all anchors to prevent the current from submerging the flotation at the anchor points. If the moving water into which the curtain is being installed is tidal and will subject the curtain to currents in both directions as the tide changes, it is important to provide anchors on both sides of the curtain for two reasons:

- a) Curtain movement will be minimized during tidal current reversals.
- b) The curtain will not overrun the anchors and pull them out when the tide reverses.

When the anchors are secure, the furled curtain shall be secured to the upstream anchor point and then sequentially attached to each next downstream anchor point until the entire curtain is in position. At this point, and before unfurling, the “lay” of the curtain should be assessed and any necessary adjustments made to the anchors. Finally, when the location is ascertained to be as desired, the furling lines should be cut to allow the skirt to drop.

- B. Attach anchor lines to the flotation device, not to the bottom of the curtain. The anchoring line attached to the floatation device on the downstream side will provide support for the curtain. Attaching the anchors to the bottom of the curtain could cause premature failure of the curtain due to the stresses imparted on the middle section of the curtain.
- C. There is an exception to the rule that turbidity curtains should not be installed across channel flows; it occurs when there is a danger of creating a silt build-up in the middle of a watercourse, thereby blocking access or creating a sand bar. Curtains have been used effectively in large areas of moving water by forming a very long sided, sharp “V” to deflect clean water around a work site, confine a large part of the silt-laden water to the work area inside the “V” and direct much of the silt toward the shoreline. Care must be taken, however, not to install the curtain perpendicular to the water current.

3.04 REMOVAL OF TURBIDITY CURTAIN

- A. Care should be taken to protect the skirt from damage as the turbidity curtain is dragged from the water.
- B. The area selected to bring the curtain ashore should be free of sharp rocks, broken cement, debris, etc. so as to minimize damage when hauling the curtain over the ground.

3.05 MAINTENANCE OF TURBIDITY CURTAIN

- A. The Contractor shall be responsible for maintenance of the turbidity curtain for the duration of the project in order to ensure the continuous protection of Bayou St. John.
- B. Should repairs to the geotextile fabric become necessary, there are normally repair kits available from the manufacturers; manufacturer’s instructions must be followed to ensure the adequacy of the repair.
- C. When the curtain is no longer required, the curtain and related components shall be removed in such a manner as to minimize turbidity. Remaining sediment shall be sufficiently settled before removing the curtain.

END OF SECTION

SECTION 35 59 23.19

NAVIGATION BUOY ASSEMBLY

1.0 GENERAL

1.01 SCOPE

- A. The Contractor shall furnish all labor, supervision, materials, and equipment required for installation of navigation buoy assembly as required by these drawings and specifications. All workmanship and materials shall conform with the Contract plans and Specifications.

1.02 RELATED WORK

- A. Section 35 20 23 - Dredging

1.03 GENERAL REQUIREMENTS

- A. Construction and installation of navigation buoy assembly shall be defined as the supply, fabrication, and placing of navigation buoy assembly, as required by the Contract Documents.
- B. Compliance with all local, State, and Federal requirements shall be mandatory.

1.04 MEASUREMENT

- A. Navigation buoy assembly shall be measured by each completed and accepted, including navigation channel marker, solar powered light, cable, thimble, cable clamp, swivel, concrete anchor, and all other items incidental to the installation of navigation buoy assembly.

1.05 PAYMENT

- A. Payment for navigation buoy assembly will be made at the contract unit price per each completed and accepted.

2.0 PRODUCTS

2.01 MATERIALS

- A. Polyethylene Channel Marker
 - 1. Channel marker shall be 9" dia. super-tough HDPE shell. HDPE shall be Ultraviolet inhibited. Channel marker shall be completely urethane foam filled. Channel

marker shall be self-righting without tackle. Channel marker shall have a stainless steel galvanized anchoring eye cast in an internal concrete ballast. Channel Marker shall be Rolyan Model B961RCLT81/B961GCLT81 or approved equal.

B. Solar Powered Light.

1. Solar powered light shall be LED. Color shall be as indicated on the drawings. Solar powered light shall have an estimated battery life of 3-5 years. Solar powered light shall have standard flash rates of 15, 30, 60 FPM (Flashes per minute) and shall be factory programmable. Solar powered light shall have photocell switch to detect daylight and turn off. Solar powered light shall have stainless steel connection hardware. Solar powered light shall be Rolyan Model B381G/B381R or approved equal.

C. Cable and Hardware.

1. Steel cable, thimbles, cable clamps, swivels, and any other necessary hardware shall be 316 stainless steel.

D. Concrete Anchor

1. Concrete shall be 2,500 psi. Contractor shall submit concrete mix design prior to casting.
2. Steel reinforcement and dowels shall be MMFX stainless steel Grade 100 or equal.

3.0 EXECUTION

3.01 GENERAL

- A. The Contractor shall use caution during placement of navigation buoy. The Contractor shall locate the navigation buoy assembly as indicated on the drawings. The Contractor shall confirm the proposed location is outside the proposed dredge limits.

3.02 FABRICATION

- A. The Contractor shall fabricate the concrete anchor and allow to cure a minimum of fourteen (14) days prior to placement.
- B. The Contractor shall fabricate the cable length and hardware to allow the channel marker to free float up to Elevation 4.0 NAVD88.
- C. The Contractor shall locate the navigation buoy assembly as indicated on the drawings. The Contractor shall confirm the proposed location is a minimum five feet (5') outside the actual dredge limits.

END OF SECTION